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<th>Meeting Time</th>
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<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<td>Public Safety Committee</td>
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<td>1:00 p.m.</td>
<td>Work Session</td>
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<td>Commission Chambers</td>
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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, May 26, 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 May 12, 2015 Meeting
Meeting May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
5-12-2015.pdf (26 KB)

2. AGREEMENTS TO BE EXECUTED

Subject A. An Ordinance, Granting To Jointly Owned Natural Gas, A Partnership Of the Municipalities Of Byron, Cochran, Hawkinsville, Perry And Warner Robins, Hereinafter Designated As “Jointly Owned Natural Gas”, Its Successors and Assigns, The Right And Franchise To Use And Occupy The Streets, Avenues, Roads, Public Highways, Alleys, Lanes, Ways, Parks, And Other Public Places Of Macon-Bibb County, Georgia For Constructing, Maintaining, Renewing, Repairing And Operating A Gas Works and Gas Distribution System and Other Necessary Means for Manufacturing, Transmitting, Distributing And Selling Of Manufactured, Natural Or Commingled Gas Within And Through Macon-Bibb County, Georgia; And Fixing The Terms And Conditions Of Such Grant; To Provide Provisions Governing The Franchise Fee Calculations

Meeting May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category 2. AGREEMENTS TO BE EXECUTED
Access Public
Type Action

SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
5-26-2015 - Ord Granting Joint Owned Natural Gas-2A.pdf (1,076 KB)
B. A Resolution To Amend The Adoption Agreement To The ACCG 457(b) Deferred Compensation Plan For Bibb County Employees

Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action
SPONSORED BY MAYOR ROBERT A.B. REICHERT

File Attachments
5-26-2015 - Res Amend Adopted Agrmt ACCG 401 (b)-2B.pdf (494 KB)

C. A Resolution to Amend the Adoption Agreement To the ACCG 401(a) Defined Contribution Plan For Senior Management Of Bibb County To Reflect The Restructuring Of Bibb County Into Macon-Bibb County And To Provide For Employer Discretionary Contributions For Steve Layson In Accordance With The Early Retirement Incentive Programs Offered To Other Eligible Employees of Macon-Bibb County

Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action
SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
5-26-2015 - Res Amend Adopted Agrmt ACCG 401 (a)-2C.pdf (1,196 KB)

D. A Resolution Authorizing the Mayor To Execute An Agreement With The Georgia Department Of Corrections For Use Of Inmate Labor On Public Works Projects In The Amount of $118,500

Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
5-26-2015 - Res Agrmt Dept of Corrections Inmate Labor $118500 00-2D.pdf (1,235 KB)

E. A Resolution Authorizing The Mayor To Execute An Agreement With the Georgia Department of Transportation to Perform Apron Rehabilitation and Taxiway Crack Seal Work At the Middle Georgia Regional Airport Using Local Funds In The Amount of $94,769
Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
5-26-2015 - Agreement with GDOT for Regional Airport Repairs.pdf (1,982 KB)

Subject: F. A Resolution Authorizing The Mayor to Execute An Agreement With The Georgia Department of Corrections For Use Of Inmate Labor On Public Works Projects In The Amount of $355,500
Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
5-26-2015 - Agreement with Department of Correction for Inmate Labor.pdf (1,608 KB)

3. AMENDING THE CODE

Subject: A. An Ordinance Amending Article I Chapter 19 Of The Code Of Ordinances To Update The Definition Of "Local Vendor" And "Local Offeror" For Procurement Award Purposes
Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AMENDING THE CODE
Access: Public
Type: Action
SPONSORED BY: COMMISSIONER MALLORY JONES

File Attachments
5-26-2015 - Ord Amend Art I Chap 19 Local Vendor-3A.pdf (639 KB)

4. GRANT REQUESTS AND AWARDS

Subject: A. A Resolution authorizing the acceptance of the 2015 Good Neighbor Citizenship Grant in the amount of $5,000 from State Farm to implement a Teen Driver Safety Program awarded to the Sheriff's Office
Meeting: May 26, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. GRANT REQUESTS AND AWARDS
Access: Public
Type: Action
5. SUPPLEMENTAL BUDGET REQUESTS
6. TRANSFER OF FUNDS
7. DISCUSSION OF FY 2016 BUDGET
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE SETTLEMENT OF ALL CLAIMS PENDING IN BIBB COUNTY SUPERIOR COURT CIVIL ACTION STYLED GERALDINE POLITE V. CITY OF MACON, BIBB COUNTY, GEORGIA, AND ABC, INC., CIVIL ACTION FILE NO. 13CV58568; AUTHORIZING THE MACON-BIBB COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENTS TO USE SPLOST FUNDS DESIGNATED FOR ROAD AND STREET IMPROVEMENTS TO REPAIR AND IMPROVE THE SIDEWALK AND ADJACENT AREAS ON TELFAIR STREET WHICH WAS THE SUBJECT OF SAID LITIGATION SO AS TO ENSURE ITS SAFETY FOR USE BY THE GENERAL PUBLIC; AND FOR OTHER PURPOSES.

WHEREAS, Plaintiff filed a complaint against the City of Macon alleging claims for injuries Plaintiff says she sustained when Plaintiff fell in a hole in the sidewalk on Telfair Street on January 20, 2011, as set forth in Bibb County Superior Court Civil Action No. 13CV58568; and

WHEREAS, after extensive investigation and discovery, the parties to the civil action desire to settle all claims without further expense; and

WHEREAS, Plaintiff has agreed to settle all claims against the City of Macon, Georgia in exchange for the sum of Thirty Thousand Dollars ($30,000.00); and

WHEREAS, Plaintiff has agreed to release Defendant City of Macon from any and all claims arising out of the matters at issue in Bibb County Superior Court Civil Action No. 13CV58568; and

WHEREAS, Plaintiff will dismiss with prejudice Bibb County Superior Court Civil Action No. 13CV58568; and

WHEREAS, each party shall be responsible for its own attorney’s fees; and

WHEREAS, it is in the best interests of Macon-Bibb County, Georgia to resolve this matter pursuant to the terms expressed herein and the County Attorney has recommended that it pay the amount of $30,000.00 to Plaintiff to settle all claims of Plaintiff against the City of Macon, Georgia arising out of the alleged facts and that the matter be resolved without further costs and expenses of litigation; and

WHEREAS, the City of Macon, Georgia and Macon-Bibb County, Georgia admit no liability; and

WHEREAS, the Macon-Bibb County Commission further believes it is in the best interest of Macon-Bibb County, Georgia to authorize the Macon-Bibb County Engineering and
Public Works Departments to repair and improve the sidewalk and adjacent areas on Telfair Street which gave rise to the subject litigation so as to help ensure the safety of the general public; and

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

Section 1.

The Macon-Bibb County Commission authorizes settlement of the referenced claims and civil action of Geraldine Polite for the sum of Thirty Thousand Dollars ($30,000.00). Said payment shall be with funds available for the settlement of claims from the County Attorney’s office. The County Attorney is authorized to execute all other documents necessary to implement this settlement and to take all further actions necessary to carry out the intents and purposes of this Resolution.

Section 2.

The Macon-Bibb County Commission authorizes the Macon-Bibb County Engineering and Public Works Departments to use SPLOST funds designated for road and street improvements to repair and improve the sidewalk and adjacent areas on Telfair Street which gave rise to the subject litigation so as to help ensure the safety of the general public.

Section 3.

This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of ________________, 2015.

By: __________________________________________

ROBERT A.B. REICHERT, Mayor

(SEAL) Attest: __________________________________________

JEAN S. HOWARD, Clerk of Commission
OPERATIONS AND FINANCE COMMITTEE

MINUTES

May 12, 2015

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 Larry Schlesinger
Commissioner Scotty Shepherd

COMMISSIONER ABSENT:
Commissioner Al Tillman

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
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
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Jean Howard, Clerk of the Commission
Janice Ross, Asst. Clerk of the Commission
Nyesha Daley, Director of Procurement
Dr. James Bumpus, Director of Small Business Affairs
Wanzina Jackson, Manager of ECD
Terry Blizzard, Municipal Court
Alex Morrison, Urban Development Authority
Charlotte Woody, ECD
Chauncey Wilmore, Procurement

VISITORS/GUESTS:
Judge Tillman Self, Chief Judge, Superior Court
Judge Howard Simms, Superior Court
Judge Verda Colvin, Superior Court
Judge Edgar Ennis, Superior Court
Judge Phillip Raymond, Superior Court
Judge William Adams, State Court
Judge Jeff Hanson, State Court
Rebecca Grist, Solicitor General
Erica Woodford, Clerk of Superior Court
Patty, Clerk of State Court
Sherri Lanford, Clerk of Probate Court
Sandra Mason, Law Clerk, Superior Court
June Parker, Director, Macon Housing Authority
Bruce Gerwig, Macon Housing Authority
George Greer, Macon Housing Authority
Bob Lewis, Journal Technologies, Inc.

NEWS MEDIA
Phillip Ramati, The Telegraph
Anita Oh, WMAZ TV
Noelle Saunter, WGXA Fox 24

1. Approval of minutes from the April 28, 2015 meeting

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the minutes of April 28, 2015 were approved as written.
2. Agreements To Be Executed

A. Journal Technologies, Inc.

Discussion

Bob Lewis, Journal Technologies, discussed the reason why a new system was needed for the courts. The present mainframe system is unstable and puts the courts at risk. It is also difficult and costly to support. The process to look at purchasing a new system began in the fall of 2014. The first step was to form a selection committee which included representation from every court. A RFP was issued and there were nine responders. Those responders were narrowed down to two. The selection committee then went on site visits to other locations who were using the software of the two finalists. Although it took another site visit to make the final selection, the committee is pleased with the selection of Journal Technologies for the court system. The plan is to kick off the project in June 2015; Phase 1 will include State Court, Magistrate Court and Municipal Court. Phase 2 will include Probate Court and Superior Court, Phase 3 will most likely be the Clerk of Superior Court, although Erica Woodford would like to first see other counties who are using Journal Technologies before making a final decision. Commissioner Lucas inquired as to how this would help the general public. Mr. Lewis responded that there could possibly be Kiosks set up in the Courthouse or in other public locations, like a mall, and citizens would be able to pay their fines on line.

Mr. Lewis then addressed the cost of the software. After negotiations on late Friday, May 1, 2015 the final cost will be $2,977,819.51. This expense will be spread over six years. Mr. Walker stated that the first two years would be paid out of SPLOST funds and the remaining four years out of the general fund. Mr. Lewis stated there is a $300,000 contingency money that may or may not be needed.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously, with Commissioners Bechtel, Lucas and Watkins voting in the affirmative, the resolution was amended to change the cost from $3,178,046.45 to $2,977,819.51.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd and Watkins voting in the affirmative, the resolution of the Mayor Macon -- Bibb County Commission to approve a software license and support agreement between Macon-Bibb County and Journal Technologies, Inc. for Computer Software and Maintenance Services for the Bibb County Courts for six years for $2,977,819.51; to authorize the Mayor to execute said agreement in substantially the same form as attached hereto as Exhibit “A: was approved.

B. Agreement with Flint Equipment Company.

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Shepherd, Lucas and Bechtel voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with Flint Equipment Company, for the purchase of a 2015 John Deere 50G with 24” Bucket—
C. Fiber-Optic Connectivity to the Secretary of State Office

Discussion

Charles Coney, Assistant County Manager, stated this was the first in what the Administration hoped would be several partnerships with other agencies in Macon-Bibb County to allow the use of the County’s Fiber-Optic Lines to other buildings. Although the fine points have not been worked out in the contract, the charge should be 5% over our costs. Commissioner Bechtel stated his concern regarding the County being in competition with private industry. Mayor Reichert stated the partnerships would only be to a limited effect with sister government agencies not in competition with public sector and agencies such as the Cenreplex and Marriott, who are located across the street from the Secretary of State’s Office.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, Shepherd and Bechtel voting in the affirmative, the resolution to authorize the Mayor to execute an intergovernmental agreement between Macon-Bibb County and Office of the Georgia Secretary of State to provide Fiber-Optic Connectivity to the local Secretary of State Office was approved.

D. Short Term Lease Agreement for Concert

Discussion

Alex Morrison, Urban Development Authority, stated that NewTown Macon had rented the space on one other occasion and was pleased with the results of the concert. There were no issues with clean up or security. Commissioner Lucas voiced her concerns regarding the charge of $1.00 for renting the building while Senator Lucas holds a concert every year at Henderson Stadium and pays full price for the use of the stadium. She continued that the Administration should make sure all people are getting the same break.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins, Lucas and Bechtel voting in the affirmative, the resolution authorizing the Mayor to execute a short term lease agreement between Macon-Bibb County and NewTown Macon, Inc. for a concert to be held at 448 Mulberry Street on May 30, 2015 was approved.

E. Agreement with Tydings and Rosenberg, LLP

Discussion

Dr. James Bumpus, Director of the Small Business Affairs Office, discussed the need to hire Tydings and Rosenberg to assist in developing legally defensible economic inclusion policies and procedures. These policies will increase capacity and maximize contract participation by small, local, and minority businesses. The contract is divided into three
separate phases with Phase 1 taking four months to implement and will create the program infrastructure and establish an interim race/neutral program at an amount not to exceed $101,380; Phase II will take 12 months and involves the implementation of the race/neutral program and disparity study preparations and will not exceed $104,680 and Phase III will take 12 months and involves the disparity study implementation and race/conscious policy deliberation and will not exceed $214,800.

**ACTION**

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Shepherd, and Bechtel voting in the affirmative the Resolution Authorizing The Mayor To Execute An Agreement With Tydings And Rosenberg, LLP At a Not To Exceed Budgeted Amount of $101,380, For Phase I of the Services Necessary for the Creation and Implementation of a Comprehensive Strategy To Establish Legally Defensible Economic Inclusion Policies and Practices For Macon-Bibb County That Will Effectively Increase Capacity and Maximize Contract Participation By Small, Local and Minority-Owned Businesses; and Providing For Inclusion Of The Funds Necessary for Completion of the Phase I Services In The FY 2016 Budget of the Small Business Affairs was approved.

3. Amending the Code

**Discussion**

Commissioner Jones stated that he sponsored the resolution in order to make sure vendors who live in Bibb County but their business was in another County had the same opportunities as those whose businesses were located in Bibb County. He stated these business owners pay Bibb County property taxes and buy their tags in Bibb County and they should be given the same advantages as those whose businesses were in Bibb County. Commissioner Lucas stated she did not agree with the proposed ordinance. She continued, the businesses in Bibb County are the ones that pay the taxes in Bibb County and she believed those were the businesses who should receive the preference.

**ACTION**

Commissioner Shepherd moved for approval and was seconded by Commissioner Bechtel.

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried three to two with Commissioners Schlesinger, Lucas and Watkins casting the affirmative votes and Commissioner Bechtel and Shepherd casting the dissenting votes, the ordinance amending Article I, Chapter 109 of the Code of Ordinances to update the definition of “Local Vendor” and “Local Offeror” for procurement award purposes was Tabled.
4. Grant Requests and Awards

None

5. Supplemental Budget Requests

A. KMBBC Pension Payment

_Discussion_

Mayor Reichert stated that there was a promissory note that was made with Bibb County and KMBBC for the Pension Fund to be repaid a total of $120,084.41 in order to pay for two employees of KMBBC who have retired. The Note was to start repayment in January of 2014. Due to the fact that the only money that KMBBC raises is from selling Cherry Trees, there is not enough funds to pay the Note. The only other funds they receive are the funds that Macon-Bibb County gives them. The interest on the note is 1% while if the money was already in the Pension Fund it would have an interest rate of 7%. At the present time, KMBBC has only one employee and she is not a member of the Pension Fund, so her employment does not present the same problem.

_ACTION_

_On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioner Bechtel, Watkins and Shepherd voting in the affirmative, the Ordinance Of The Commission Of Macon-Bibb County, Georgia To Appropriately $107,870 From Fund Balance To Pay The Outstanding Pension Payment Due To Bibb County Pension Plan For KMBBC Participants Prior To July 2006 was approved._

6. Transfer of Funds

- To transfer $12,000 within the Sheriff's Office from Court Services to Corrections to purchase required carts and food trays for the jail.

_ACTION_

_On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioner Bechtel, Watkins and Lucas voting in the affirmative, the transfer of funds for the Sheriff's Office was approved._

- To transfer $15,000 within the Public Defenders' Office budget from Contract Salaries to Building Improvement for Offices

_ACTION_

_On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioner Bechtel, Watkins and Lucas voting in the affirmative, the transfer of funds in the Public Defenders' Office was approved._

- To transfer $26,000 within Solid Waste Funds from Operating Expenses to Rentals to rent an off road dump truck while the other is repaired.
ACTION

On motion of Commissioner Lucas, seconded by Commissioner Schlesinger Shepherd and carried unanimously with Commissioner Bechtel and Watkins voting in the affirmative, the transfer of funds in the Public Works Department was approved.

There being no further business, the meeting was adjourned.

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
AN ORDINANCE, GRANTING TO JOINTLY OWNED NATURAL GAS, A PARTNERSHIP OF THE MUNICIPALITIES OF BYRON, COCHRAN, HAWKINSVILLE, PERRY, AND WARNER ROBINS, HEREINAFTER DESIGNATED AS "JOINTLY OWNED NATURAL GAS", ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, PUBLIC HIGHWAYS, ALLEYS, LANES, WAYS, PARKS, AND OTHER PUBLIC PLACES OF MACON-BIBB COUNTY, GEORGIA, FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING, AND OPERATING A GAS WORKS AND GAS DISTRIBUTION SYSTEM, AND OTHER NECESSARY MEANS FOR MANUFACTURING, TRANSMITTING, DISTRIBUTING AND SELLING OF MANUFACTURED, NATURAL OR COMMINGLED GAS WITHIN AND THROUGH MACON-BIBB COUNTY, GEORGIA; AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE PROVISIONS GOVERNING THE FRANCHISE FEE CALCULATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Jointly Owned Natural Gas, a partnership of the municipalities of Byron, Cochran, Hawkinsville, Perry, and Warner Robins, hereinafter designated as "Jointly Owned Natural Gas", has used and is using the public rights-of-way, streets, alleys, and public places, and other property of Macon-Bibb County for the operation of its utility services; and

WHEREAS, Jointly Owned Natural Gas desires to extend its gas pipes and other required appurtenances approximately 8,000 feet along Allen Road to enable it to provide natural gas service to the facility of Kumho Tire Georgia, Inc. that is currently under construction in Macon-Bibb County, Georgia; and

WHEREAS, there is currently no franchise agreement in force and effect with Jointly Owned Natural Gas in Macon-Bibb County; and

WHEREAS, the territory embraced under this agreement shall be the total area of Bibb County, as the same may be now or hereafter fixed and established by law; and

WHEREAS, the Commission finds that it is in the best interest of the citizens of Macon-Bibb County to enter into this Franchise Agreement with Jointly Owned Natural Gas; and

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

SECTION 1.

In exchange for making the franchise fee payments as provided in this Agreement, Macon-Bibb County grants to Jointly Owned Natural Gas, its successors and assigns, a non-
exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in Macon-Bibb County (hereinafter collectively referred to as “Macon-Bibb County’s Property”) and to use and occupy Macon-Bibb County’s Property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of Macon-Bibb County, such right, when exercised as herein provided, to commence as of July 1, 2015, and to continue for a term for thirty (30) years from the date of approval of this ordinance.

SECTION 2.

The franchise fees due to Macon-Bibb County for each Fiscal Year during the term of this ordinance shall be a sum of money equal to four (4%) percent on any and all gross revenue derived from distribution and sale of natural gas or power to all of Jointly Owned Natural Gas’s customers served within the territorial limits of Macon-Bibb County, Georgia (as such territorial limits are located at the time of service) during the period beginning the effective date of this Agreement and through the term of the grant of the franchise. For purposes of this Ordinance, Fiscal Year shall mean the 12 month period ending December 31 of each year. The franchise fee shall be accompanied by a verified statement of the gross revenues which shall be submitted by Jointly Owned Natural Gas at the time said franchise fees are paid. The franchise fees shall be due and payable to Macon-Bibb County semi-annually, on the twentieth day of January and July, calculated on gross revenues billed for the immediately preceding six month period.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment, (other than ad valorem taxes on property and license taxes on the sale of home appliances, if any), for the use of the rights-of-way by Jointly Owned Natural Gas for the provision of gas distribution service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The Macon-Bibb County Commission through its authorized representative or representatives shall have the right to inspect and audit the books and records of Jointly Owned Natural Gas for the
purpese of determining the amount of its revenues received from the provision of gas distribution service as set forth above within said territorial limits. Jointly Owned Natural Gas shall comply with Macon-Bibb County’s utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. §32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. Macon-Bibb County will not charge Jointly Owned Natural Gas any other franchise fee, occupation tax, or regulatory fee, as prohibited by O.C.G.A. §48-13-16, or any other fee prohibited by state law. Jointly Owned Natural Gas reserves the right to reduce the annual franchise fee payable to Macon-Bibb County for any and all fees, taxes or charges assessed by Macon-Bibb County in contravention of this section in connection with the granting of permits to perform Jointly Owned Natural Gas’s work on Macon-Bibb County’s Property during such Fiscal Year.

SECTION 3.

All rights herein granted and authorized by Macon-Bibb County shall be subject to and governed only by this ordinance; provided, however, that Macon-Bibb County expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this ordinance.

SECTION 4.

Jointly Owned Natural Gas, upon making an opening in Macon-Bibb County’s Property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, and shall replace and restore Macon-Bibb County’s Property to its former condition as nearly as practicable, and within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of Macon-Bibb County.

SECTION 5.

To the extent allowed by law, Jointly Owned Natural Gas shall save and keep harmless Macon-Bibb County from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence of Jointly Owned Natural Gas in the installation, maintenance and repair of its mains and pipe lines located in Macon-Bibb County’s Property.
SECTION 6.

This ordinance, after its passage according to law, in writing duly filed with the Macon-Bibb County Clerk of Commission, shall be effective and in full force after the date of acceptance by Jointly Owned Natural Gas.

SECTION 7.

Throughout the term of this Franchise Agreement, Jointly Owned Natural Gas shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide Macon-Bibb County certificates of insurance designating Macon-Bibb County as additional insured and demonstrating that Jointly Owned Natural Gas has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death to any one person, and One Million Dollars ($1,000,000.00) for bodily injury or death to any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days' prior written notice to Macon-Bibb County. Jointly Owned Natural Gas shall provide workers' compensation coverage in accordance with applicable law. Jointly Owned Natural Gas shall indemnify and hold harmless Macon-Bibb County from any workers' compensation claims to which Jointly Owned Natural Gas may become subject during the term of this Franchise Agreement. Alternatively, and in lieu of the foregoing insurance requirements, Jointly Owned Natural Gas may elect to self-insure or insure through its captive insurance carrier, provided that Jointly Owned Natural Gas has sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

SECTION 8.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for ten (10) years after such expiration and this franchise shall so continue in operation and effect for a further and second term of ten (10) years unless such notice be given by either party prior to the expiration of the first such renewed term.
SECTION 9.

Any proposed facilities of Jointly Owned Natural Gas within the certificated area of Atlanta Gas Light Company must receive prior approval by the Georgia Public Service Commission, hereinafter designated as "GPSC". Jointly Owned Natural Gas shall notify the GPSC, and Atlanta Gas Light of its intent to install facilities parallel to and within the rights-of-way with Atlanta Gas Light facilities at least thirty (30) days prior to installation and such installation shall not be initiated without the written consent of the GPSC provided, however, that the GPSC shall act on such notice within a reasonable amount of time and such consent shall not be unreasonably withheld.

SECTION 10.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

SECTION 11.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon thirty (30) days' notice to the other:

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

Jointly Owned Natural Gas:


Page 5 of 7
SECTION 12.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ADOPTED by the Macon-Bibb County, Commission, at a meeting held on the ___ day of ____________, 2015.

Approved:

______________________________
Robert A. B. Reichert, Mayor

I, Jean S. Howard, Clerk of Commission, for Macon-Bibb County, Georgia, hereby certify that I was present at the meeting of the Macon-Bibb County Commission held on _________________, 2015, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Macon-Bibb County Commission at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of Macon-Bibb County, State of Georgia, this ___ day of ________________, 2015.

______________________________
Jean S. Howard, Clerk of Commission

(SEAL)

(ACCEPTANCE BY JOINTLY OWNED NATURAL GAS FOLLOWS ON PAGE 7 OF 7)
Accepted on behalf of Jointly Owned Natural Gas, this _____ day of ___________, 2015.

"JOINTLY OWNED NATURAL GAS"

City of Byron

By: ________________________________

Mayor

Attest: ________________________________

City Clerk

City of Cochran

By: ________________________________

Mayor

Attest: ________________________________

City Clerk

City of Hawkinsville

By: ________________________________

Mayor

Attest: ________________________________

City Clerk

City of Perry

By: ________________________________

Mayor

Attest: ________________________________

City Clerk

City of Warner Robins

By: ________________________________

Mayor

Attest: ________________________________

City Clerk
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE
ADOPTION AGREEMENT TO THE ACCG 457(b) DEFERRED COMPENSATION PLAN
FOR BIBB COUNTY EMPLOYEES

WHEREAS, the Bibb County Board of Commissioners previously adopted the ACCG 457(b)
Deferred Compensation Plan for Bibb County Employees (the “457 Plan”) through an Adoption
Agreement, most recently amended and restated effective January 1, 2013;

WHEREAS, effective January 1, 2014, the Bibb County government was restructured into a
new political body corporate under the name Macon-Bibb County (the “Employer”) and the Plan must
be amended to reflect such restructuring; and

WHEREAS, pursuant to Section 11.01(a) of the Plan, the Employer may amend the elective
provisions of its Adoption Agreement at any time.

NOW, THEREFORE, the Adoption Agreement to the Plan is hereby amended as follows:

Section 1.

2.14 EMPLOYER.

The term “Employer” means Macon-Bibb County

Section 2.

2.23 PLAN.

The name of the Plan as adopted by the Employer is the “ACCG 457(b) Deferred
Compensation Plan for Macon-Bibb County Employees”.

Section 3.

The sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if
any phrase, clause, sentence, paragraph or section of this Resolution shall be declared illegal by the
valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of
the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

Section 4.

All resolutions or parts thereof in conflict with this Resolution are hereby repealed.
Section 5.

The Mayor, County Manager, and Human Resources Director are authorized to execute all other documents necessary to implement the early retirement incentive and to take all further actions necessary to carry out the intents and purposes of this Resolution.

Section 6.

This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of _____________, 2015.

By: ____________________________________________

ROBERT A.B. REICHERT, Mayor

(SEAL)  

Attest: _______________________________________

JEAN S. HOWARD, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ADOPTION AGREEMENT TO THE ACCG 401(a) DEFINED CONTRIBUTION PLAN FOR SENIOR MANAGEMENT OF BIBB COUNTY TO REFLECT THE RESTRUCTURING OF BIBB COUNTY INTO MACON-BIBB COUNTY AND TO PROVIDE FOR EMPLOYER DISCRETIONARY CONTRIBUTIONS FOR STEVE LAYSON IN ACCORDANCE WITH THE EARLY RETIREMENT INCENTIVE PROGRAMS OFFERED TO OTHER ELIGIBLE EMPLOYEE OF MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Bibb County Board of Commissioners previously adopted the ACCG 401(a) Defined Contribution Plan for Senior Management of Bibb County (the "Plan") through an Adoption Agreement, most recently amended and restated effective January 1, 2013;

WHEREAS, effective January 1, 2014, the Bibb County government was restructured into a new political body corporate under the name Macon-Bibb County (the "Employer") and the Plan must be amended to reflect such restructuring;

WHEREAS, in accordance with the early retirement incentive programs offered to other eligible employees of Macon-Bibb County, the Employer also desires to amend the Plan to provide for Employer Discretionary Contributions and to provide for a Employer Discretionary Contributions for Steve Layson to be made on or before June 30, 2015, which will provide him the maximum contribution permitted to be made to the Plan in 2015, under IRS regulations and applicable contribution limits; and

WHEREAS, pursuant to Section 13.01(a) of the Plan, the Employer may amend the elective provisions of its Adoption Agreement at any time; and.

NOW, THEREFORE, the Adoption Agreement to the Plan is hereby amended as follows:

Section 1.

2.21 EMPLOYER.

The term "Employer" means Macon-Bibb County.

Section 2.

2.42 PLAN.

The name of the Plan as adopted by the Employer is the "ACCG 401(a) Defined Contribution Plan for Senior Management of Macon-Bibb County Employees."
Section 3.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS.

Employer Basic Contributions

[ ] No Basic Contributions
[X] Basic Contributions equal to eight percent (8 %) of each Participant's Compensation
[ ] Basic Contributions in a flat dollar amount equal to [_____] dollars ($_____) for each Participant
[ ] Other formula as shown in Schedule A attached hereto

Basic Contributions shall be made:

[X] On a payroll basis
[ ] On an annual basis
[ ] Other (specify):

Employer Discretionary Contributions

[ ] No Discretionary Contributions
[X] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:

[ ] Pro-Rata Based on Compensation

Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year

[ ] Fixed Dollar Formula

Each Participant shall be credited with an equal dollar amount

[X] Other Formula as shown in Schedule A attached hereto

Discretionary Contributions shall be made:

[ ] On a payroll basis
[ ] On an annual basis
[X] Other (specify): As determined by the Employer
Section 4.
Schedule A is hereby amended as provided in the attachment hereto.

Section 5.
The sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

Section 6.
All resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Section 7.
The Mayor, County Manager, and Human Resources Director are authorized to execute all other documents necessary to implement the early retirement incentive, in accordance with Exhibit B attached hereto and incorporated herein by reference, and to take all further actions necessary to carry out the intents and purposes of this Resolution.

Section 8.
This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ______________, 2015.

By: __________________________
ROBERT A.B. REICHERT, Mayor

(SEAL) Attest: __________________________
JEAN S. HOWARD, Clerk of Commission
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR SENIOR MANAGEMENT OF MACON-BIBB COUNTY

Schedule A
Eligible Employees

<table>
<thead>
<tr>
<th>Name</th>
<th>Participant Effective Date</th>
<th>Plan Year</th>
<th>Employer Basic or Discretionary Contribution</th>
<th>Employer Matching Contribution</th>
<th>Employee Contribution</th>
<th>Vesting Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Layson</td>
<td>12/1/2006</td>
<td>All Plan Years</td>
<td>8.0% Basic Contribution</td>
<td>N/A</td>
<td>8.0%</td>
<td>100%</td>
</tr>
<tr>
<td>Steve Layson</td>
<td></td>
<td>2015 ONLY</td>
<td>Discretionary Contribution: $53,000 minus Employer Basic and Employee Contribution made for 2015</td>
<td>N/A</td>
<td>8.0%</td>
<td>100%</td>
</tr>
</tbody>
</table>
EXHIBIT B

EARLY RETIREMENT INCENTIVE

1. $20,660 – In accordance with the two year bridge being offered to other Macon-Bibb County employees and the employer basic contribution under the ACCG 401 (a) Defined Contribution Plan for Senior Management of Bibb County (the “Plan”) of 8% of employee’s current salary; Steve Layson, hereinafter “Employee”, will receive an early retirement incentive discretionary payment of $20,660 into the Plan for Employee’s benefit: ($129,126.40 X 8% Employer Match X 2 Year Bridge = $20,660.22); and

2. $17,400 – Employee will receive an additional early retirement incentive discretionary payment of $17,400 into the Plan which amount represents payment of the $200 per month subsidy until Employee turns 65 years of age and becomes Medicare eligible, ($200 X 87 months = $17,400 based upon Employee turning 65 years of age in October, 2022); and

3. $4,620 – Employee will also receive an additional early retirement incentive discretionary payment of approximately $4,620 into the Plan which is a rough estimate, based upon Employee being employed thru June 30, 2015, of the amount that has been determined as necessary to ensure that the total amount of employer and employee contributions made for 2015 does not exceed $53,000, which is the maximum amount allowed under law. Employer will work with the Finance Department to come up with the exact amount. The payment of this amount represents a compromise to Employee’s request that Macon-Bibb County also pay the employee contribution under the 401 (a) Plan of 8% of Employee’s current salary over the course of the two year bridge; and

4. In accordance with the Summary of Macon-Bibb County Health and Life Insurance Retirement Benefits Available as of April 21, 2015, a copy of which is on file with the Macon-Bibb County Clerk of Commission’s Office, Employee will be eligible to receive such health and life insurance retirement benefits for which he qualifies, including, but not limited to, the $388 HRA Benefit available to Pre-May 2011 Bibb County employees upon becoming Medicare eligible at 65 years of age; and

5. Employee’s last date of employment will be June 30, 2015; and

6. Employee will be required to sign a release/waive/covenant not to sue in accordance with all other early retirees.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA DEPARTMENT
OF CORRECTIONS FOR USE OF INMATE LABOR ON PUBLIC WORKS PROJECTS
IN THE AMOUNT OF $118,500.00; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 42-5-60(e) authorizes the Georgia Department of
Corrections to require inmates coming into its custody to labor on the public roads or public
works or in such other manner as the Department may deem advisable; and

WHEREAS, in addition, the Georgia Department of Corrections may also contract with
municipalities, cities, counties, the Georgia Department of Transportation, or any other political
subdivision, public authority, public corporation, or agency of the state or local government for
the construction, repair, or maintenance of roads, bridges, public buildings, and any other public
works by use of penal labor; and

WHEREAS, Macon-Bibb County desires to enter into an agreement with the Georgia
Department of Corrections for use of three (3) inmate staffed worked details for use on such
public works projects; and

WHEREAS, in consideration for the use of three (3) inmate staffed worked details for a
period of one (1) year from July 1, 2015 to June 30, 2016, Macon-Bibb County agrees to pay the
Georgia Department of Corrections the sum of one hundred eighteen thousand five hundred
dollars ($118,500.00) for the one (1) year term; and

WHEREAS, the payment rendered to the Georgia Department of Corrections is based on
the salary and benefit compensation provided for the use of one (1) correctional officer to
oversee each inmate staffed worked detail at a rate of thirty-nine thousand five hundred dollars
($39,500.00) per detail; and

WHEREAS, in addition, Macon-Bibb County agrees to provide any overtime pay that be
required due to the correctional officer assigned to each inmate staffed detail; and

WHEREAS, each inmate staffed work detail will be provided four (4) days a week for
up to ten (10) hours per day, with the exception of federal and state holiday and up to fifteen (15)
additional days due to annual leave, sick leave, training days, inclement weather, and facility
emergencies; and

WHEREAS, a copy of the proposed agreement has been attached hereto as Exhibit A for
review and reference purposes; and
WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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-Bibb County Commission authorizes the Mayor to execute any documents necessary and to take all further actions necessary to execute an agreement with the Georgia Department of Corrections for use of inmate labor on public works projects in the amount of one hundred eighteen thousand five hundred dollars ($118,500.00) for the one (1) year term from July 1, 2015 to June 30, 2016 in substantially the same form as attached hereto as Exhibit A.

APPROVED AND ADOPTED this ____ day of ________________, 2015.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Proposed Agreement with the Georgia Department of Corrections for Inmate Staffed Work Details
May 8, 2015

Macon-Bibb Board of Commissioners
4520 Knight Road
Macon, GA 31220
Attn: April Rogers

Dear Ms. Rogers:

Enclosed is the Inmate Work Detail Contract for FY16. Please review and sign the contract and return to the above address attention business office.

If additional assistance is needed please call Mrs. McGriff at 478-627-2026.

Sincerely,

Debra McGriff
Business Manager
WORK DETAIL AGREEMENT  
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2015, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Macon-Bibb County Commission, a department, agency or political subdivision of the State of Georgia (“Governmental Entity”),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Dooly State Prison facility (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2015 until 11:59 p.m. on June 30, 2016 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.

B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.

C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no
contact with any student of Governmental Entity’s school system.

D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

5. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennas for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

6. Compensation. Governmental Entity agrees to pay Department the sum of One Hundred Eighteen Thousand Five Hundred Dollars ($118,500.00) per year, calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer’s hourly rate. Work Detail will be provided four (4) days per week, for up to ten (10) hours each day for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender
disturbances and medical quarantine (collectively “Off Days”). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department’s monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

<table>
<thead>
<tr>
<th>If to Governmental Entity:</th>
<th>Macon-Bibb County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mayor</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 247</td>
<td></td>
</tr>
<tr>
<td>Macon, GA 31202-0247</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If to Department:</th>
<th>Robert E. Jones</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Counsel</td>
<td></td>
</tr>
<tr>
<td>Georgia Department of Corrections</td>
<td></td>
</tr>
<tr>
<td>State Office South, Gibson Hall, 3rd Floor</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 1529</td>
<td></td>
</tr>
<tr>
<td>Forsyth, GA 31029</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>With a copy to:</th>
<th>Dooly State Prison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warden</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 750</td>
<td></td>
</tr>
<tr>
<td>Unadilla, GA 31091</td>
<td></td>
</tr>
</tbody>
</table>

9. **Sole Benefit.** Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

10. **Amendment.** The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
11. **Drug-Free Workplace Act.** Governmental Entity hereby certifies that:

   A. A drug-free workplace will be provided for Governmental Entity’s employees during the performance of this Agreement as required by “Drug-Free Workplace Act,” O.C.G.A. § 50-24-1, et seq.; and,

   B. Governmental Entity will secure from any subcontractor hired to work in a drug-free workplace the following written certification: “As part of the subcontracting agreement with (Governmental Entity’s Name), (Subcontractor’s Name) certifies to Governmental Entity that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3.”

   C. Governmental Entity may be suspended, terminated, or debarred if it is determined that:

       1) Governmental Entity has made false certification hereinabove; or

       2) Governmental Entity has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act.”

12. **Governing Law.** This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

   IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

---

**GEORGIA DEPARTMENT OF CORRECTIONS:**

By: __________________________

   Robert E. Jones
   General Counsel

---

**GOVERNMENTAL ENTITY:**

By: __________________________

Print Name: _____________________

Title: __________________________

---

**FACILITY WARDEN/SUPERINTENDENT**

By: __________________________

Print Name: _____________________
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING ARTICLE I CHAPTER 19 OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO UPDATE THE DEFINITION OF "LOCAL VENDOR" AND "LOCAL OFFEROR" FOR PROCUREMENT AWARD PURPOSES; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission believes that it is in the public interest to purchase or procure supplies and services of a high quality from local businesses and vendors whose principal place of business is located within the limits of Macon-Bibb County; and

WHEREAS, in addition, the Macon-Bibb County Commission believes that it is in the public interest to purchase or procure supplies and services of a high quality from businesses or vendors which, while located outside the limits of Macon-Bibb County, are majority-owned by residents of Macon-Bibb County; and

WHEREAS, currently, local businesses and local vendors are eligible to receive a “local preference” for procurement purposes if the bid of that local business/vendor is within five percent (5%) of the lowest non-local bidder; and

WHEREAS, the purpose of this ordinance change will be to grant this “local preference” to businesses and vendors which, while located outside the limits of Macon-Bibb County, are majority-owned by residents of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so ordained by authority of the same that Article I of Chapter 19 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby added and shall read as follows:

Section 1

Article I of Chapter 19 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to change the definition of “local offeror” and “local vendor” and shall read as follows:

Sec. 19-1. Definitions

Local offeror means any offeror whose principal place of business is located within Macon-Bibb County. In addition, local offeror may also refer to any offeror whose
business is located in a County contiguous to Macon-Bibb County, so long as said business is majority-owned (> 50.1%) by individuals whose primary home residence is located within Macon-Bibb County and said primary residence is owned by said individual or individual’s spouse.

Local vendor means any vendor or bidder whose principal place of business is located within Macon-Bibb County. In addition, local vendor may also refer to any vendor whose business is located in a County contiguous to Macon-Bibb County, so long as said business is majority-owned (> 50.1%) by individuals whose primary home residence is located within Macon-Bibb County and said primary residence is owned by said individual or individual’s spouse.

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 approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of ____________, 2015.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE 2015 GOOD NEIGHBOR CITIZENSHIP GRANT IN THE AMOUNT OF $5,000 FROM STATE FARM TO IMPLEMENT A TEEN DRIVER SAFETY PROGRAM AWARDED TO THE SHERIFF'S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the Sheriff’s Office is charged with protecting and serving the citizens of Macon-Bibb County, Georgia; and

WHEREAS, the Sheriff’s Outreach Division will use these funds to provide breakfast/lunch for children, program supplies, t-shirts for children, office supplies, and promotion/outreach brochures; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the 2015 Good Neighbor Citizenship Grant from State Farm to implement a Teen Driver Safety Program in the amount of $5,000 is hereby authorized and that the Sheriff shall be authorized to take any and all actions necessary to effectuate acceptance of the said grant.

SO RESOLVED this ___ day of ____________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST: _________________________________
JEAN S. HOWARD, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO PERFORM APRON REHABILITATION AND TAXIWAY CRACK SEAL WORK AT THE MIDDLE GEORGIA REGIONAL AIRPORT USING LOCAL FUNDS IN THE AMOUNT OF $94,769.00; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the Middle Georgia Regional Airport in Macon, Georgia; and

WHEREAS, said airport is in need of apron rehabilitation and taxiway crack seal in order to assure all proper safety regulations are complied with; and

WHEREAS, the total cost of the apron rehabilitation and the taxiway crack seal will be two million two hundred four thousand five hundred seventy dollars ($2,204,570.00), with the local portion to be paid by Macon-Bibb County equaling ninety-four thousand seven hundred sixty-nine dollars ($94,769.00); and

WHEREAS, the costs of the work will be divided among federal, state, and local funds, with federal funds accounting for two million seventeen thousand seven hundred twenty-four dollars ($2,017,724.00), state funds accounting for ninety-two thousand seventy-seven dollars ($92,077.00), and local funds accounting for ninety-four thousand seven hundred sixty-nine dollars ($94,769.00); and

WHEREAS, a copy of the said the proposal letter from the Georgia Department of Transportation, as well as a copy of the proposed agreement, has been attached hereto as Exhibit A for reference purposes; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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-Bibb County Commission authorizes the Mayor to enter into an agreement with the Georgia Department of Transportation to perform apron rehabilitation and taxiway crack seal work at the Middle Georgia Regional Airport in the amount of two million two hundred four thousand five hundred.
seventy dollars ($2,204,570.00), with the local portion to be paid by Macon-Bibb County equaling ninety-four thousand seven hundred sixty-nine dollars ($94,769.00); and

APPROVED AND ADOPTED this _____ day of __________________, 2015.

By: ________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
    JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Proposed Agreement with Georgia Dept. of Transportation for work at Middle Georgia Regional Airport
May 15, 2015

The Honorable Robert Reichert, Mayor
Macon-Bibb County
700 Poplar Street
Macon, GA 31201

In Re: AP015-9024-36(021) Bibb
PID: T005396
Contract Amount - $2,109,801.00

Dear Mayor Reichert:

Enclosed for execution by Macon-Bibb County are three contracts (3) for an apron rehabilitation and taxiway crack seal at the Middle Georgia Regional Airport. This project contains $2,017,724.00 of federal funds and $92,077.00 of state funds with a local share of the cost being $94,769.00.

Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit I) is in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. Please do not date the first page of the contract. It will be dated by the Department when returned to us for execution. Please return contracts no later than June 1, 2015.

Return Contracts to:
Georgia Department of Transportation
Division of Intermodal - Aviation
600 W Peachtree St., NW
Atlanta, GA 30308

Should you have any questions, please contact Danny Doyle, Aviation Project Manager, at (803) 238-8345.

Sincerely,

Nancy C. Cobb, Administrator
Division of Intermodal

NCC:cam
ATTACHMENT 2.E

Revised October 2, 2014

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP015-9024-36(021)

BIBB COUNTY

PID - T005396

STATE OF GEORGIA

**LIMITED PARTICIPATION**

FULTON COUNTY

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

THIS AGREEMENT made and entered into this the ___ day of 201X, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and the MACON-BIBB COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

APRON REHABILITATION AND TAXIWAY CRACK SEAL AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN MACON, GEORGIA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T005396/AP015-9024-36(021) BIBB, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration’s Standards for Specifying Construction of Airports, dated July 21, 2014.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.
(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is TWO MILLION TWO HUNDRED FOUR THOUSAND FIVE HUNDRED SEVENTY and 80/100 Dollars ($2,204,570.80). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of NINETY-TWO THOUSAND SEVENTY-SEVEN and 00/100 Dollars ($92,077.00) and federal funds in the amount of TWO MILLION SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR and 00/100 Dollars ($2,017,724.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is TWO MILLION ONE HUNDRED NINE THOUSAND EIGHT HUNDRED ONE and 00/100 Dollars ($2,109,801.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of NINETY-FOUR THOUSAND SEVEN HUNDRED SIXTY-NINE 80/100 Dollars ($94,769.80).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainerage will not be paid by the DEPARTMENT until such retainerage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.
ATTACHMENT 2.E

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT's Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated July 21, 2014, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

6) The SPONSOR further covenants that it is the owner of fee simple title to the land wherein the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.
(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until MAY 31, 2017, whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that the MACON-BIBB COUNTY is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.
IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the MACON-BIBB COUNTY, who has been duly authorized by the MACON-BIBB COUNTY, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

Executed on behalf of
MACON-BIBB COUNTY

This the ______ day
of ____________, 2015

__________________________
MAYOR

__________________________
PRINTED NAME

ATTEST: _______________
Treasurer

WITNESS FOR:
MACON-BIBB COUNTY

This contract approved by
MACON-BIBB COUNTY

at a meeting held at:

This the ______ day
of ____________, 2015.

__________________________
Clerk

__________________________
Federal ID/IRS #
# SUMMARY OF CONSTRUCTION ITEMS

**EXHIBIT A**

**GDOT PROJECT NUMBER:** AP015-9024-36(021) BIBB  
**PID - T005396**

## Apron Rehabilitation and Taxiway Crack Seal

<table>
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<tr>
<th>ITEM NO.</th>
<th>SPEC NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>FAA FUNDS</th>
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**Total Federal FY 12 Project**  
$1,111,171.11  
$1,000,000.00  
$54,208.89

**Part II Federal Project - FY12 Funds**  

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**Total Federal FY 12D Project**  
$421,283.34  
$379,137.00  
$21,043.17

**Part III Federal Project - FY13 Funds**

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EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of __________________ whose address is ________________, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures less than $175,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_________________________  ______________________
Date                      Signature
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: MACON-BIBB COUNTY

Contract No. and Name: T005396-AP015-9024-36(021) BIBB

APRON REHABILITATION AND TAXIWAY CRACK SEAL

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

<table>
<thead>
<tr>
<th>E-Verify / Company Identification Number</th>
<th>Signature of Authorized Officer or Agent</th>
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<tbody>
<tr>
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<td>Title of Authorized Officer or Agent</td>
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<td>Date</td>
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SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF ______________________, 20__

Notary Public

My Commission Expires: ______________________
AIRPORT PROJECT NO. T005396-AP015-9024-36(021)BIBB
APRON REHABILITATION AND TAXIWAY CRACK SEAL AT THE MIDDLE GEORGIA REGIONAL AIRPORT IN
MACON, GA.

SPECIAL PROVISIONS

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<tr>
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<td>Legal Regulations and Responsibility to the Public</td>
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<tr>
<td>108-1-01-SP</td>
<td>Prosecution and Progress</td>
</tr>
<tr>
<td>109-1-01-SP</td>
<td>Measurement and Payment</td>
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</table>
ATTACHMENT 2.F

Date: May 21, 2010
September 24, 2002
First Use Date 2001 Specifications: November 1, 2002

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION
(For State Aid Contracts Only)

Section 107—Legal Regulations and Responsibility to the Public

*Delete Subsection 107.23.A and substitute the following:

107.23 Environmental Considerations

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In compliance with GEPA, those projects for which Federal funding is sought, and NBPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or the grant of more than $250,000.00 is made by the State Agency to the municipality or County. The “responsible official of the governmental agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment.”

A. The Following Projects Would Not Significantly Adversely Affect The Quality Of The Environment:

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with State money would not be subject to environmental assessment of any kind. Hearing procedures outlined in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
   a. Modernization of an existing highway by resurfacing, restoration, rehabilitation; adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
   b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correcting substandard curves and intersections within previously disturbed existing right-of-way.
   c. Non-historic bridge replacement projects in existing alignment with no detour bridge.

2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.

3. Safety projects such as grooving, glare screen, safety barriers, energy attenuators, median barriers, etc.

4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.

5. Construction of bus shelters and bays within existing right-of-way.

6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster of catastrophic failure to restore the highway for the health, welfare, and safety of the public.

Office of State Aid
B. The Following Projects May Not Significantly Adversely Affect The Quality Of The Environment:

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the “GEPA Investigation Studies” checklist.

The types of projects that would fall under the category, would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.

5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

C. The Following Projects May Significantly Adversely Affect The Quality Of The Environment:

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

D. EER Procedure:

GEPA calls for consideration of the "cumulative effect of the proposed government actions on the environment...if a series of proposed government actions are related either geographically or as logical parts in a chain of contemplated actions." Therefore, EER's for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.

2. In compliance with GEPA the following shall be contained in the EER, at a minimum:
   a. Cover sheet;
   b. Executive summary;
   c. Alternatives, including the no-build;
   d. Relevant environmental setting; Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
   e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
   f. Unavoidable adverse environmental effects;
   g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
   h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
   i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 108—Prosecution and Progress

*Retain Subsection 108.03 except as modified below:*

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 109—Measurement & Payment
(City/County Contracts)

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA DEPARTMENT
OF CORRECTIONS FOR USE OF INMATE LABOR ON PUBLIC WORKS PROJECTS
IN THE AMOUNT OF $355,500.00; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 42-5-60(e) authorizes the Georgia Department of
Corrections to require inmates coming into its custody to labor on the public roads or public
works or in such other manner as the Department may deem advisable; and

WHEREAS, in addition, the Georgia Department of Corrections may also contract with
municipalities, cities, counties, the Georgia Department of Transportation, or any other political
subdivision, public authority, public corporation, or agency of the state or local government for
the construction, repair, or maintenance of roads, bridges, public buildings, and any other public
works by use of penal labor; and

WHEREAS, Macon-Bibb County desires to enter into an agreement with the Georgia
Department of Corrections for use of nine (9) inmate staffed worked details for use on such
public works projects; and

WHEREAS, in consideration for the use of nine (9) inmate staffed worked details for a
period of one (1) year from July 1, 2015 to June 30, 2016, Macon-Bibb County agrees to pay the
Georgia Department of Corrections the sum of three hundred fifty-five thousand five hundred
dollars ($355,500.00) for the one (1) year term; and

WHEREAS, the payment rendered to the Georgia Department of Corrections is based on
the salary and benefit compensation provided for the use of one (1) correctional officer to
oversee each inmate staffed worked detail at a rate of thirty-nine thousand five hundred dollars
($39,500.00) per detail; and

WHEREAS, in addition, Macon-Bibb County agrees to provide any overtime pay that be
required due to the correctional officer assigned to each inmate staffed detail; and

WHEREAS, each inmate staffed work detail will be provided four (4) days a week for
up to ten (10) hours per day, with the exception of federal and state holiday and up to fifteen (15)
additional days due to annual leave, sick leave, training days, inclement weather, and facility
emergencies; and

WHEREAS, a copy of the proposed agreement has been attached hereeto as Exhibit A for
review and reference purposes; and
WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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-Bibb County Commission authorizes the Mayor to execute any documents necessary and to take all further actions necessary to execute an agreement with the Georgia Department of Corrections for use of inmate labor on public works projects in the amount of three hundred fifty-five thousand five hundred dollars ($355,500.00) for the one (1) year term from July 1, 2015 to June 30, 2016 in substantially the same form as attached hereto as Exhibit A.

APPROVED AND ADOPTED this ___ day of ________________ , 2015.

By: __________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Proposed Agreement with Georgia Department of Corrections for Nine (9) Inmate Staffed Work Details
ATTACHMENT 2.F

WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2015, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Macon-Bibb County, a department, agency or political subdivision of the State of Georgia (“Governmental Entity”),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its McEver Probation Detention Center facility (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2015 until 11:59 p.m. on June 30, 2016 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with nine (9) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

   A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.

   B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.

   C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no
contact with any student of Governmental Entity's school system.

D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity’s control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

5. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Governmental Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

6. Compensation. Governmental Entity agrees to pay Department the sum of Three Hundred Fifty Five Thousand Five Hundred Dollars ($355,500.00) per year calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer’s hourly rate. Work Detail will be provided four (4) days per week, for up to ten (10) hours each day for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender
disturbances and medical quarantine (collectively "Off Days"). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail — return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

   **If to Governmental Entity:**
   Macon-Bibb County
   Attn: Mayor
   P.O. Box 247
   Macon, GA 31202-0247

   **If to Department:**
   Robert E. Jones
   General Counsel
   Georgia Department of Corrections
   State Office South, Gibson Hall, 3rd Floor
   P.O. Box 1529
   Forsyth, GA 31029

   **With a copy to:**
   McEver Probation Detention Center
   Superintendent
   P.O. Box 1430
   Perry, GA 31069

9. **Sole Benefit.** Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. Those other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

10. **Amendment.** The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
11. **Drug-Free Workplace Act.** Governmental Entity hereby certifies that:

   A. A drug-free workplace will be provided for Governmental Entity’s employees during the performance of this Agreement as required by “Drug-Free Workplace Act,” O.C.G.A. § 50-24-1, et seq.; and,

   B. Governmental Entity will secure from any subcontractor hired to work in a drug-free workplace the following written certification: “As part of the subcontracting agreement with (Governmental Entity’s Name), (Subcontractor’s Name) certifies to Governmental Entity that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3.”

   C. Governmental Entity may be suspended, terminated, or debarred if it is determined that:
      1) Governmental Entity has made false certification hereinabove; or
      2) Governmental Entity has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act.”

12. **Governing Law.** This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

**IN WITNESS WHEREOF,** the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF CORRECTIONS:**

By: __________________________
Robert B. Jones
General Counsel

**GOVERNMENTAL ENTITY:**

By: __________________________
Print Name: ____________________
Title: __________________________

**FACILITY WARDEN/SUPERINTENDENT**

By: __________________________
Print Name: ____________________


**Tuesday, May 26, 2015**

**ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE**

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

### 1. APPROVAL OF MINUTES

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<th>Subject</th>
<th>A. Approval of Minutes From Meeting on May 12, 2015</th>
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File Attachments

- 5-12-2015.pdf (14 KB)

### 2. PRESENTATION BY ROUNDSTONE DEVELOPMENT

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File Attachments

- 5-26-2015 - Presentation The Pines-2A.pdf (5.332 KB)
- 5-26-2015 - Contribution Narrative The Pines w HOME.pdf (12 KB)

### 3. APPOINTMENT TO BOARDS, COMMISSION AND AUTHORITIES

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<th>Subject</th>
<th>A. A Resolution Appointing Commissioner Scotty Shepherd To The Macon-Bibb County Convention &amp; Visitors Bureau</th>
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<td>Meeting</td>
<td>May 26, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE</td>
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4. BRAGG JAM 2015 MUSIC FESTIVAL

Subject: A Resolution Authorizing Bragg Jam, Inc., A NonProfit Organization, To Hold Its 2015 Music Festival In Downtown Macon, Georgia On Saturday, July 25, 2015; to Permit Festival-Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets of Downtown Macon, Under Specific Conditions; To Require Bragg Jam, Inc To Provide For and Reimburse The City For All Expenses Incurred For Security And Clean-up

Meeting: May 26, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

5. MOU WITH SPIRIT OF AMERICA THEME PARK

Subject: A Resolution Authorizing The Mayor to Execute An Amendment To The Memorandum Of Understanding Between Macon-Bibb County and Spirit Of America Theme Park and Development, LLC To Postpone The Construction Of Certain Park Infrastructure Until A Later Date In A Form To Be Approved By The County Attorney’s Office

Meeting: May 26, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

6. SENIOR CITIZENS CENTER UPDATE

Subject: A Resolution To Establish A Blight Committee Pursuant To Section 11(b)(6) Of The Macon - Bibb County Charter

7. BLIGHT UPDATE
8. FILMORE THOMAS UPDATE

Subject A. Update on Filmore Thomas
Meeting May 26, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 8. FILMORE THOMAS UPDATE
Access Public
Type

File Attachments
5-26-2015 - Res Establish Blight Committee.pdf (108 KB)
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

May 12, 2015

The Economic and Community Development Committee was called to order by Committee Chairman Schlesinger.

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Commissioner Scotty Shepherd
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Assistant County Manager
Judd Drake, 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, Asst. Clerk of the Commission

NEWS MEDIA:
Phillip Ramati, The Telegraph
Anita Oh, WMAZ TV
Noelle Saunders, WGXA Fox 24

VISITORS/GUESTS:
Bruce Gerwig, Macon Housing Authority
George

1. Approval of Minutes from meeting on April 28, 2015

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, and Watkins voting in the affirmative, the minutes of April 28, 2015 were approved.

2. Appointment To Boards, Commissions and Authorities

A. Re-Appointing Dr. R. Kirby Godsey To Development Authority of Macon-Bibb County

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger and Watkins voting in the affirmative, the resolution reappointing Dr. R. Kirby Godsey to the Development Authority of Macon – Bibb County for an additional four (4) years was approved.
3. Conditional Transfer of Parcel to Macon Housing Authority

Discussion

George Greer, Macon Housing Authority, reviewed the map showing the design of the proposed Tindall Heights Master Plan Development. The first phase of the Plan will consist of a three story multi-family development consisting of 76 units to be known as Tindall Senior Towers. Tract 3 will be used for commercial buildings with jobs going to the residents of Tindall Heights.

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas and Watkins voting in the affirmative, the Resolution Authorizing The Conditional Transfer of 1.115 Acres County Owned Parcel Located at 1727 College Drive To The Macon Housing Authority For Inclusion In The Proposed Tindall Heights Master Plan Development; to Authorize the Conditional Closure And Transfer of the County Owned Right-Of-Way Located Within Alabama Street, College Drive And A Portion of Elizabeth Street to The Macon Housing Authority for Inclusion In The Proposed Tindall Heights Master Plan Development was approved.

4. Support for Head Start Program At EOC

Discussion

Commissioner Lucas, sponsor of the resolution, stated she would like to see the Commission offer their support for EOC’s effort to continue to administer the Head Start Program. Mayor Reichert stated he had received informal information that the administration of the Head Start Program had been given to Tender Years Learning Center. He has sent a letter to Washington in support of EOC continuing as the Administrator of the program. Commissioner Lucas stated there are presently 800 children in the program. Commission Bivins stated EOC was unaware of the problems but when notified of the problems that existed, they worked to correct them and all issues have now been resolved. He continued that EOC had guidelines in place to continue to administer the Head Start Program.

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried unanimously with Commissioners Lucas and Schlesinger voting in the affirmative, the Resolution Of The Macon-Bibb County Commission To Show Support For The Macon-Bibb County Economic Opportunity Council To Continue Administering The Head Start Child Care Program In Macon-Bibb County; And For Other Purposes was approved.

5. Senior Citizens Center Update

Discussion

Dale Walker, County Manager, stated that Steve Layson, Assistant County Manager, Dale Dougherty, Director of Recreation and Reggie McClendon, Assistant County Attorney had visited A.L. Miller High School this morning with the Owner / Developer to look at the feasibility of locating the Senior Center in the building. Mr. Walker also stated in his report that the Bloomfield site for the Senior Center is looking at spatial design from the Sizemore Group. The architect will be scheduling a community meeting soon.

May 12, 2015
ACTION:

On motion of Commissioner Watkins, seconded by Commissioner DeFor and carried unanimously with Commissioners Lucas and Schlesinger voting in the affirmative, the Resolution Authorizing The Macon-Bibb County Administrative Staff To Review The Feasibility And Economic Costs Associated With Incorporating The New Macon-Bibb County Senior Center At The Site Of The Former A.L. Miller High School was approved.

6. Blight Update

Discussion

Charles Coney, Assistant County Manager, discussed the recent work of the Blight Task Force. The application field test was held on May 7th in the Village Green Community. He stated that the application needed a little work so they are continuing to tweak the program. He continued that meetings with the attorneys and the Land Bank continue as they work on the "Good Samaritan" legislation. This enables that if a citizen to cuts his neighbors grass, he will not be violating the law.

Commissioner Watkins asked about the Program Manager for Blight. Mr. Coney stated since the Commissioners wanted to look at three different management styles, work has begun on the job description and once completed, it will be presented to the Commission.

7. Filmore Thomas

Discussion

Mr. Walker stated in his report that the schematic of the pavilion is being reviewed. Environmental surveys are still in process and should take four to six weeks to finish. Wimberly Treadwell, WT Design, is presently developing the specifications for the entire project so that a bid can be coordinated for public distribution.

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

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
The proposed development will be located in the north west quadrant of Northside Dr and Elnora Dr with access from 3996 Elnora Dr. The development will be comprised of 84 family apartment units. The property will have six residential buildings and one non-residential building. The community will be comprised of 12 one bedroom/one bath homes (approximately 725 SFT), 32 two bedroom/two bath homes (approximately 925 SFT), 32 three bedroom/two bath homes (approximately 1,173 SFT), and 8 four bedroom/two and a half bath homes (approximately 1,350 SFT).

The rents will be targeted to residents making 60% and 50% of the area median income. If HOME funds are utilized for the loan, 5 of the units will be set aside for residents that qualify for HOME dollars. 4 units will be at the high HOME rent and 1 unit at the low HOME rent satisfying the 20% low HOME rent requirement.

Using the 2014 HOME subsidy limits The Pines will set aside one 1br unit, two 2br units, one 3br unit and one 4br unit. The HOME subsidy limits are as follows:

<table>
<thead>
<tr>
<th>Unit</th>
<th>% of AMI</th>
<th># of Units</th>
<th>Net Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>50%</td>
<td>3</td>
<td>$370.00</td>
</tr>
<tr>
<td>1/1</td>
<td>60%</td>
<td>9</td>
<td>$469.00</td>
</tr>
<tr>
<td>2/2</td>
<td>50%</td>
<td>7</td>
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<td>4</td>
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<td>4</td>
<td>$520.00</td>
</tr>
<tr>
<td>4/2</td>
<td>60%</td>
<td>4</td>
<td>$673.00</td>
</tr>
</tbody>
</table>

(2015 HOME subsidy limits are not yet available)
The surrounding area is primarily residential with an ample amount of commercial uses mixed-in. The residents will benefit from their close proximity Interstate 75, multiple retail establishments, and a great selection of local restaurants.

The community consists of 6 two story apartments buildings and will be located on approximately 9.79 acres with access from Elnora Drive. Each apartment home will include the following amenities: covered entries, nine-foot ceilings, ceiling fixtures in all rooms, Energy Star refrigerator with icemaker, microwaves, laundry connections, thirty year architectural shingle roofing, and covered patios/balconies.

In addition to the unit amenities, The development will feature perimeter fencing with controlled gate access, a covered pavilion with picnic table and grill, swimming pool, furnished community room, onsite laundry and onsite leasing and management offices.

The total costs for this development are approximately $13,000,000 and would create an estimated 300 jobs during construction with 2 permanent jobs once complete, plus third party contracts for pool and landscape maintenance.

To garner 1 point in our tax credit application to the Department of Community Affairs we are requesting a permanent loan of $260,000 for a term of 30 years at a rate of 1%.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING COMMISSIONER SCOTTY SHEPHERD TO THE MACON-BIBB COUNTY CONVENTION & VISITORS BUREAU; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Convention and Visitors Bureau (CVB) was created in 1980 as the non-profit destination marketing agency for Macon-Bibb County; and

WHEREAS, the CVB bylaws states that one of the seven (7) members of its Board of Directors is to be selected from the membership of the Operations and Finance Committee of the Macon-Bibb County Commission, chosen by the members of that committee, and approved by the Macon-Bibb County Commission; and

WHEREAS, Mayor Robert A. B. Reichert has nominated Commissioner Scotty Shepherd, a member of the Operations and Finance Committee, to serve on the CVB Board of Directors; and

WHEREAS, the members of the Operations and Finance Committee agree with the appointment of Commissioner Shepherd; and

WHEREAS, Commissioner Shepherd will replace Commissioner Virgil Watkins on the CVB Board of Directors and serve a three (3) year term beginning July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, the Operations and Finance Committee's appointment of Commissioner Scotty Shepherd to serve on the Macon-Bibb County Convention and Visitor’s Bureau Board of Directors for a term of three (3) years to begin July 1, 2015 is hereby approved by the Macon-Bibb County Commission.

NOW, THEREFORE, this Resolution shall become effective upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ________________, 2015.

By: ROBERT A.B. REICHERT, Mayor

Attest: JEAN S. HOWARD, Clerk of Commission
A RESOLUTION OF MACON-BIBB COUNTY COMMISSION AUTHORIZING
BRAGG JAM, INC., A NONPROFIT ORGANIZATION, TO HOLD ITS 2015 MUSIC
FESTIVAL IN DOWNTOWN MACON, GEORGIA, ON SATURDAY, JULY 25, 2015;
TO PERMIT FESTIVAL-GOERS TO CARRY AND CONSUME ALCOHOLIC
BEVERAGES IN AND ABOUT THE DESIGNATED STREETS OF DOWNTOWN
MACON, UNDER SPECIFIED CONDITIONS; TO REQUIRE BRAGG JAM, INC. TO
PROVIDE FOR AND/OR REIMBURSE THE CITY FOR ALL EXPENSES INCURRED
FOR SECURITY AND CLEAN-UP; AND FOR OTHER PURPOSES.

WHEREAS, Bragg Jam, Inc. is a nonprofit corporation, organized pursuant to 28 U.S.C.
501(c)(3) and inspired by late Macon, Georgia, musicians Brax and Tate Bragg; and

WHEREAS, the Bragg Jam Festival not only provides music for the entertainment of
residents of Macon-Bibb County, it also provides entertainment for attendees from other Georgia
communities and from other states; and

WHEREAS, Bragg Jam, Inc. has contributed a portion of its net proceeds to projects in
the community, and intends to continue its policy of contributing to worthwhile projects in the
community in 2015; and

WHEREAS, alcoholic beverages will be available at the Bragg Jam Festival from
participating businesses in the downtown business area, and festival-goers, during the event, will
traverse the premises, sidewalks, and streets of downtown Macon with alcoholic beverages; and

WHEREAS, the Macon-Bibb County Commission has determined that relaxing certain
restrictions on the sale and consumption of alcoholic beverages during the Bragg Jam Festival is
in the best interest of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of same, that pursuant to Section 4-303(c)(6) of the
Macon-Bibb County’s Code of Ordinances, the prohibitions contained in Code Section 4-303(b)
against open containers of alcohol on any public streets, highways, alley's, sidewalks, parks, or
picnic areas, shall not apply to the downtown business area, as defined under Section 4-
ATTACHMENT 4.A

303(c)(6)(a), during the Bragg Jam Festival between the hours of 5 p.m. on Saturday, July 25, 2015 to 2 a.m. on Sunday, July 26, 2015, pursuant to, and subject to, all requirements and conditions of Section 4-303(c)(6), and any other applicable laws. This Resolution will become effective immediately upon approval by the Mayor or upon its adoption into law without such approval.

BE IT FURTHER RESOLVED that Bragg Jam, Inc., sponsor of Bragg Jam Festival 2015, shall either pay for or reimburse Macon-Bibb County for the cost of security during the festival at all of its venues within Macon-Bibb County and for cleanup of all public premises, streets, highways, alleys, sidewalks, parks, or picnic areas, following the festival at all its venues within the City.

APPROVED AND ADOPTED this _____ day of ________________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN MACON-BIBB COUNTY AND SPIRIT OF AMERICA THEME PARK AND DEVELOPMENT, LLC TO POSTPONE THE CONSTRUCTION OF CERTAIN PARK INFRASTRUCTURE UNTIL A LATER DATE IN A FORM TO BE APPROVED BY THE COUNTY ATTORNEY’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, on or about October 9, 2014, a Memorandum of Understanding was entered into between Macon-Bibb County and Spirit of America Theme Park and Development, LLC;

WHEREAS, the Memorandum of Understanding detailed the obligations of each party in respect to the development and construction of a water park to be located in the Sandy Beach portion of the Lake Tobesofkee recreation area; and

WHEREAS, a copy of this Memorandum of Understanding has been attached hereto as Exhibit A for reference purposes; and

WHEREAS, on or about May 12, 2015, a correspondence was received from Jeff Franklin as president of Spirit of America Theme Park and Development, LLC requesting that several amendments be made to the original Memorandum of Understanding in order for the project to be able to open for business this year (June 30, 2015); and

WHEREAS, specifically, Mr. Franklin has requested the following construction related amendments: 1) construction of the themed main entrance be delayed until after the first season of operation; 2) the use of privacy fences around pump equipment be temporarily allowed and the construction of the required permanent block structure around such pumps be delayed until after the second season of operation; 3) the use of temporary shade structures be allowed and the construction of permanent shade pavilions be delayed until after the second season of operation; 4) construction of the third slide of West Wind White Water and construction of the Wave Pool be delayed until after the second season of operation; 5) the use of temporary/removable bathrooms and shower rooms be allowed and the construction of permanent bathrooms and shower rooms be delayed until after the fifth season of operation; 6) construction of the dome structure for the lap pool be delayed until after the fifth season of operation; 7) to remove the requirement to construct a volleyball court due to safety reasons; and
WHEREAS, in addition, the correspondence from Mr. Franklin also requested that Macon-Bibb County provide funding and construct a roundabout/entrance to the park with sidewalks and fencing using County funds; and

WHEREAS, a copy of the correspondence from Mr. Franklin has been attached hereto as Exhibit B for review and reference purposes; and

WHEREAS, the Macon-Bibb County Commission recognizes that new construction projects often create complications and obstacles that were unforeseeable prior to the construction work actually commencing; and

WHEREAS, in addition, the Macon-Bibb County Commission recognizes that Mr. Franklin and Spirit of America Theme Park and Development, LLC are making a substantial financial investment (~$2,600,000.00) and commitment to the Middle Georgia area by constructing this recreational facility; and

WHEREAS, as such, the Macon-Bibb County Commission approves and authorizes the Mayor to execute an amendment to any documentation necessary to reflect the requested changes identified above as items one (1) through seven (7) regarding construction delays for certain improvements; and

WHEREAS, however, during the negotiation phase of this project, Mr. Franklin and Spirit of America Theme Park and Development, LLC received several incentives from Macon-Bibb County to locate the project to this area, including a reduction in the ground lease rental amount, governmental letters of support to secure financing, a cooperative marketing plan, preferential taxation treatment, and County funded construction site improvements, with said County funded construction site improvements totaling approximately two hundred and forty-eight thousand dollars ($248,000.00); and

WHEREAS, as such, the Macon-Bibb County Commission rejects Mr. Franklin’s request for Macon-Bibb County to provide funding and construction of a roundabout and entrance to the park; and

WHEREAS, the construction of a roundabout and entrance to the park, in addition to sidewalks and fencing in this area, shall remain the responsibility of Mr. Franklin and Spirit of America Theme Park and Development, LLC; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and
WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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-Bibb County Commission authorizes the Mayor to execute an amendment to the Memorandum of Understanding entered into between Macon-Bibb County and Spirit of America Theme Park and Development, LLC to reflect the following modifications; 1) construction of the themed main entrance be delayed until after the first season of operation; 2) the use of privacy fences around pump equipment be temporarily allowed and the construction of the required permanent block structure around such pumps be delayed until after the second season of operation; 3) the use of temporary shade structures be allowed and the construction of permanent shade pavilions be delayed until after the second season of operation; 4) construction of the third slide of West Wind White Water and construction of the Wave Pool be delayed until after the second season of operation; 5) the use of temporary/removable bathrooms and shower rooms be allowed and the construction of permanent bathrooms and shower rooms be delayed until after the fifth season of operation; 6) construction of the dome structure for the lap pool be delayed until after the fifth season of operation; 7) to remove the requirement to construct a volleyball court due to safety reasons; with such amendment drafted 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 construction of a roundabout and entrance to the park, as well as the construction of sidewalks and fencing in this area, shall remain the responsibility of Mr. Franklin and Spirit of America Theme Park and Development, LLC and no such modification shall be authorized.

APPROVED AND ADOPTED this ___ day of ____________, 2015.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Memorandum of Understanding Between Macon-Bibb County and Spirit of America Theme Park and Development, LLC
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into as of the effective date set forth below by and between MACON-BIBB COUNTY (the "County"); a subdivision of the State of Georgia, created by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Laws 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, and SPIRIT OF AMERICA THEME PARK AND DEVELOPMENT, LLC, a Georgia limited liability company (the "Company"), each a "Party" and collectively the "Parties."

1. THE PROJECT.

1.1. Description of the Project. The project (the "Project") shall consist of (i) a recreational water park attraction with attendant facilities as set forth in the attached Schedule 1.1, to be constructed by the Company on the below-defined Site (the "Company Improvements"); and (ii) the Site described in Section 1.4 below, on which the Company Improvements are to be constructed and equipment and other personal property of the Company are to be installed for use by the Company in its water park operations.

1.2. Total Project Costs. Total Project Costs" include all reasonable costs, fees and expenses incurred by the Company in connection with the Project. Except as otherwise indicated herein, the Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns).

1.3. Closing. As used herein, the "Closing" is the event at which the transactions contemplated herein are consummated, particularly the execution of the Ground Lease described in Section 1.4.3 below, and financing of the Project. References herein to a "Closing Condition" are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor to avoid the Closing and terminate this Agreement as provided in Sections 4.4 and 4.5, respectively, below.

1.4. The Site.

1.4.1. Project Site. The real property upon which the Project is to be constructed is located in Macon-Bibb County at Sandy Beach Park, which is part of the Lake Tubesofkee Recreation Area (collectively with Sandy Beach Park, the "ITRA"), which currently owned and titled in the name of the County and is approximately 8 acres as shown in orange outline (the "Project Site"), on the attached Schedule 1.4.

1.4.2. Expansion Site. The "Expansion Site" consists of approximately 17 additional acres to be identified adjacent to and surrounding the Project Site on Schedule 1.4. Collectively, the Project Site and the Expansion Site are referred to as the "Site." The exact acreage of the Project Site and Expansion Site will be determined by the Survey (as defined in Section 1.5.2).

1.4.3. Ground Lease of the Site. Upon satisfaction of the conditions in this Agreement, the County will lease the Project Site to the Company for a term of
approximately twenty (20) years, running through and until June 30, 2035 (the "Ground Lease"). The Ground Lease shall provide:

(a) For an effective date to begin upon its execution and to reflect an "Anniversary Date" of June 30th of each "Year" thereafter;

(b) The Rent for the Site, which shall be payable monthly: (i) $1.00 per month through June 30, 2017 (constituting Years 1, 2 and 3 under the Ground Lease); (ii) paid 1/12th monthly, 1.0% of Gross Revenues of the Project in Year 4 through Year 6; and (iii) paid 1/12th monthly, 1.5% of Gross Revenues of the Project in Year 7 and each Year thereafter;

(c) Requirements for the Company to prepare, and for the County to approve, design and construction of the Project;

(d) Upon the Company's complete performance with the requirements of the Ground Lease, annual options for the Company to lease the Expansion Site in incremental stages;

(e) Upon the Company's complete performance with the requirements of the Ground Lease, up to three (3) renewals of the Ground Lease of ten (10) years, with provision for adjustment, at the County's election, of the Rent according to a formula relating to Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics;

(f) Requirements for maintenance, operations, insurance, and security for the Project by the Company;

(g) Descriptions of the improvements to be made to the Site and covenants of the County in relation thereto;

(h) The County's operation of the Sandy Beach Park entrance, and its collection and retention of parking and/or LTRA entrance fees thereto (which are currently $3.00 per person entering Sandy Beach) prior to the Company's guests entering the Project and in addition to any fees or ticket prices which Company may also charge;

(i) Certain defined terms, including Gross Revenues of the Project, Annual Reports, and other terms;

(j) The Company Improvements shall become part of the Site, so that at the end of the Term (defined in Section 3.2, below) of the Ground Lease and any renewals thereof, at the option of the County, possession and right-of-use of the Company Improvements shall revert and inure to the County;

(k) Providing an option for the County to acquire the Company's interest in the Project and the Ground Lease, prior to the expiration of the Term of the Ground Lease, for a purchase price equal to the fair market value of the Company's interest therein as agreed by the Parties, and further providing a
mechanism in the event the Parties cannot agree to the fair market value at the
time of exercise of said option by mutual selection of one or more Certified Public
Accountant(s) holding an Accreditation in Business Valuation or similar
credentials; and

(i) Such other terms as may be necessary to accomplish the needs of
the Project and Parties.

1.5. Site Due Diligence.

1.5.1. Title. Prior to Closing, the Company will examine, at its cost, title to the
Site, and will furnish the County with a written statement of any title objections affecting
the marketability of said title which will be subject to the Ground Lease within thirty (30)
days of receipt of the Survey. The County shall have thirty (30) days to redress any such
objections, if the County chooses to so remedy any objections. If the County fails to
satisfy such objections, then, at the option of either the County or the Company,
evidenced by written notice to the other, as its sole and exclusive remedy, either Party
may terminate this Agreement as provided in Section 4.4 or 4.5, below. It shall be a
Closing Condition in favor of the Company that as of the Closing, title to the Site is
subject to no new title objections created following the title examination provided for
herein other than: (1) general utility easements of record which benefit the Site, (2) such
easements, rights, assessments, restrictions, and covenants consistent with the Company’s
use of the Site, (3) any other encumbrances or matters agreed to in writing by the
Company and the County. The costs of all title insurance commitment(s) and resulting
policy(ies) issued in connection with the Project and Ground Lease shall be the
responsibility of the Company.

1.5.2. Survey. The County, within thirty (30) days of the effective date of this
Agreement, will provide to the Company, at the County’s expense, a Survey of the Site
and estimated depiction of the Expansion Site in form satisfactory to the Company,
certified to the County, the Company and other entities as directed by the Company (e.g.,
the Company’s lender and title insurance company). Upon receipt of the Survey, the
Company shall provide the County a written statement of material objections, if any, with
respect to the Survey within ten (10) days of receipt of the same. The County shall have
ten (10) days to redress any such objections and if the County fails to satisfy such
objections, then, at the option of either the County or the Company, evidenced by written
notice to the other, as its sole and exclusive remedy, either Party may terminate this
Agreement as provided in Section 4.4 or 4.5, below. The Company’s satisfaction with the
Survey shall be a Closing Condition in favor of the Company.

1.5.3. Environmental Phase I and Site Suitability. The Company may, at its own
expense, cause a Phase I environmental site assessment and such tests, borings, samples,
and examinations to be made upon the Site, and if so conducted, will provide the same to
the County within ten (10) days of the receipt of the same along with a written statement
of the Company’s material objections, if any, with respect to any new matter disclosed in
said reports. The County shall have thirty (30) days to redress any such objections, if the
County chooses to so remedy any objections, and if the County fails to satisfy such
objections, then, at the option of either the County or the Company, evidenced by written
notice to the other, as its sole and exclusive remedy, either Party may terminate this Agreement as provided in Section 4.4 or 4.5, below. The Company’s waiver of or satisfaction with a Phase I environmental assessment or other suitability examination of the Site conducted pursuant to this paragraph shall be a Closing Condition in favor of the Company.

1.5.4. Notice to Proceed. At such time as the Company has given its final approval of the Title, Survey, and Environmental Phase I, and Site Suitability, the Company shall provide a written “Notice to Proceed” to the County indicating that its conditions to proceeding to the Closing have been satisfied. If the Company fails to provide the Notice to Proceed within the sooner of sixty (60) days following the provision of the Survey to the Company by the County or December 31, 2014, at the option of the County, evidenced by written notice to the Company, the County may terminate this Agreement as provided in Section 4.4, below.

1.5.5. Access Agreement. At the request of the Company, the County shall provide an access agreement and easement, allowing the Company to enter the Site and commence construction of the Project.

1.5.6. Compliance with Zoning Restrictions. Irrespective of whether the Site or Project would otherwise be subject to zoning ordinances based on the County’s ownership of the Site, the Company agrees to comply with applicable zoning ordinances, regulations, and requirements (the “Regulations”) in Macon-Bibb County related to the Project, including any of the Regulations as may be applicable to hours of operation of the Project; provided that, the County’s may, in its sole discretion, consent to the Company seeking any applicable variances, waivers, or exceptions under the Regulations. The County does not, by virtue of this section or Agreement, voluntarily submit itself to the jurisdiction of the Macon-Bibb County Planning and Zoning Commission relating to the Site, the Project, the LTRA, or otherwise.

1.6. Acquisition, Construction and Installation of the Project.

1.6.1. Utilities. The Company shall be responsible for all charges, fees and agreements for appropriate design, sizing, delivery, installation, hook-up, meters and use of water, sewer, natural gas, and electricity to the boundary of the Project Site, except as provided in Section 2.3 below and Schedule 2.3 attached hereto. The Company shall cause all utilities to be located underground. The Company’s ability to acquire governmental approvals or permits to allow for delivery of adequate water, sewer facilities, natural gas or electricity by acceptable providers, or in quantities or at pressures which are acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company.

1.6.2. Permitting or other governmental fees. The Company shall be required to pay any governmental impact fees, land disturbance fees, construction/building permit fees, electric, water, sewer, and natural gas connection fees, or any similar fee necessary to construct and operate the Project on the Site.
1.6.3. Design. The design of the Project shall be the responsibility of the Company; provided that any such design, material usage, and layout (as well as the related construction of said Project) shall be subject to approval by the County and shall be consistent with other structures located within the LTRA and in conformance with the Master Plan for Sandy Beach Park and the LTRA. The Company's design shall provide for sufficient water retention facilities to be constructed on the Site by the Company to meet all requirements related to such retention in the State of Georgia and Macon.

1.6.4. Construction. Generally. The Company will be responsible for the construction of the Project, which shall be constructed of such durable and first-class building materials as may be desired by the Company and approved by the County. The County will be provided with a copy of construction drawings for review and approval. During the construction and improvement of the Project, the Company's contractor and/or the Company shall procure and maintain suitable policies of insurance (e.g., liability, workers' compensation, builder's risk, etc.) as may be reasonably requested by the County (and, to the extent required by the County, such policy(ies) shall name the County as an additional insured. The Project shall be constructed in a diligent and professional manner consistent with projects of the size, complexity, and character of the Project, and shall otherwise comply with applicable laws, including applicable zoning laws, building codes, environmental laws, and other restrictions. The Company shall cause the portions of the Site upon which construction is occurring to be fenced from other portions of Sandy Beach Park prior to the commencement of construction.

1.6.5. Indemnity by the Company. In addition to any other indemnities contained in this Agreement or elsewhere, the Company shall indemnify, hold harmless and defend the County and its officials, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) the Company's or the Company's contractor's entry upon the Site, or from any work performed thereon by such persons; (b) any failure to observe and comply with any applicable local, state or federal statute, ordinance, permit, law or regulation relating to the Project; (c) any damage or destruction of any property (excluding any property damage expressly authorized by this Agreement) or injury or death to any person happening on the Site in connection with the Project; (d) any act or omission by the Company or the Company's contractor (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Project; or (e) this transaction or operation of the Project. The indemnity contained in this Section 1.6.5 shall not apply to any claim, loss or liability which is the result of the gross negligence or willful misconduct of the indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement, but at Closing may be superseded by the indemnities in other documents, provided that such shall not affect any accrued liabilities under the indemnities contained herein. The Company shall have the sole and exclusive right to defend or settle any such claims, and the County shall provide such assistance in investigating, defending or settling such claims as the Company may reasonably request.

1.6.6. Financing of Project. It shall be a Closing Condition in favor of the County that the Company shall have obtained financing, as determined in the reasonable...
discretion of the County, so as to allow it to contribute the Total Project Costs required of
this Agreement and to construct the Project.

1.6.7. Project Schedule. The Company’s schedule for the Project is such that
substantial completion of the Project, and the commencement of operations, is projected
to occur by June 30, 2015; provided, however, that the Company’s obligation to
substantially complete the Project by such date is subject to force majeure, and is
contingent on strikes, acts of God, weather conditions, inability to secure labor, or other
delays wholly beyond the control of the Company. If substantial completion on or before
the date prescribed above is prevented by force majeure, then the time for substantial
completion shall be delayed to accommodate the same to the extent reasonably necessary.

2. INCENTIVES TO BE PROVIDED.

2.1. Purpose of Incentives. In order to induce the Company to locate the Project in
Macon-Bibb County, the following economic inducements will be provided for the Project by
the County and other entities, as applicable.

2.2. Reduction in Ground Lease Rent. As an inducement to construct the Project in
Macon-Bibb County at LTRA, and in return for the Company’s faithful compliance under this
Agreement and the Ground Lease, the County has agreed to hold the Rent under the Ground
Lease in abeyance for Years 1, 2 and 3 under the Ground Lease, as well as at below-market
rental rate for the Site during the Term of the Ground Lease.

2.3. Site Improvements. At its cost, the County will provide the items listed in
Schedule 2.3 (each a “Site Improvement”), either by directly carrying out the activity or by
providing an allowance for the Company to complete said item by, the Company or its
contractor(s) receiving direct reimbursement from the County (in such case, a “Site
Improvement Allowance”). Whether such an item is provided as a Site Improvement or a Site
Improvement Allowance shall be at the County’s election. Where the County elects to have the
Company perform a Site Improvement in return for the County’s payment of a Site Improvement
Allowance, the Company shall require that any such work be separately itemized or contracted
for in order to demonstrate that only those costs incurred in relation to the Site Improvement are
properly related and part of a Site Improvement described in Schedule 2.3, as determined in the
sole discretion of the County. The County consents to the Company including the actual value
of the Site Improvements (and/or Site Improvement Allowances, as the case may be) as part of
the Company’s required equity contribution for any financing of the Project; provided that, the
County makes no warranty as to the value or timing of the Site Improvements or Site
Improvement Allowances to any third-party.

2.4. Taxation of Site, Leasehold, Improvements and Equipment. It is understood by
the Company that it is required to file personal property tax returns for the value of its leasehold
interest, if any, and any and all of its personal property and equipment located in Macon-Bibb
County and to remit such payments for taxes levied thereon as the same become due. The
Company shall execute such appropriate bills of sale or other evidence of completion of the
Company Improvements, as they are made from time to time and approved by the County, and
such Company Improvements shall become part of the Site leased to the Company under the
Ground Lease. The Site, the Company Improvements, and the Site Improvements will remain at
all times the property of the County. There is no option, at any time, for the Company to acquire the Site or the Project from the County.

2.5. **Letters of Support and Cooperative Marketing.** The County agrees to provide such letters, resolutions, and related support of the Project to other entities and agencies as may be reasonably requested by the Company, including, but not limited to, financial partners, the Macon-Bibb County Convention and Visitors Bureau, and the Georgia Department of Economic Development. The County and the Company agree to cooperatively market the Project and the LTRA in printed materials, websites, and events; neither Party is required to expend any certain sums in furtherance of said efforts, though such cooperation is a material inducement to the Project's location in and support of Macon-Bibb County.

3. **INVESTMENT AND PROJECT GOALS.**

3.1. **Inducement.** The Company agrees to locate the Project at the Site, provided, that nothing herein contained shall obligate the Company to make any particular level of investment (other than the minimum investment required to complete and operate the Project), create any particular level of jobs, or generate any specific level of attendance. The Company's agreement to locate the Project at the Site is based, in part, on the incentives being provided by the County in connection with this Agreement. Such incentives are being provided to induce the Company to locate the Project at the Site, with attendant job creation, investment on the part of the Company, increase in parking and attendance revenues at the LTRA, and recreational facilities for the citizens of Macon-Bibb County, all of which constitutes valuable and non-cash consideration to the County, the citizens of the County, and the State. The Parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation, investment and revenue generation, and recreation facilities represented by the Project.

3.2. **Term.** The term of this Agreement shall be concurrent with the Ground Lease and through and until June 30, 2035, plus any valid renewals (the "Term"), unless otherwise specifically superseded by the Ground Lease.

3.3. **Total Project Costs; Continued Operations.** For purposes of this Agreement, the Company shall have a goal of its having invested in the Project no less than $2,700,000 by no later than the second Anniversary Date of the Ground Lease. In the event that the Company fails to inject the minimum level of Total Project Costs and to open the Project for operations to the public by the second Anniversary Date of the Ground Lease, at the option of either the County or the Company, evidenced by written notice to the other, as its sole and exclusive remedy, either Party may terminate this Agreement as provided in Section 4.4 or 4.5, below, and/or the Ground Lease, pursuant to its terms. Though seasonal closure of the Project in part is anticipated, failure to operate the Project for any consecutive period of greater than nine (9) months following the first Anniversary Date of the Ground Lease, or failure of the Company to inject the minimum Total Project Costs by the second Anniversary Date of the Ground Lease, shall allow the County, with proper notice, to terminate the Ground Lease and this Agreement pursuant to Section 4.4 of this Agreement.

3.4. **Annual Report.** In recognition of the incentives provided in this Agreement and stewardship required for the County's expenditure of public funds, commencing on September 30, 2015, and no later than September 30th of each year thereafter during the Term of
the Ground Lease, the Company shall provide to the County an annual report (the "Annual Report") from the year of the Ground Lease ending with the most recent of the Anniversary Date, in a form substantially similar to that set forth in Schedule 3.4 to this Agreement, for the County to verify that the Company during the prior year operated the Project in compliance with this Agreement and the Ground Lease and remitted the appropriate Rent. The Annual Report will set forth employment levels, guest attendance, investment, Gross Revenues from the Project, and days of operation of the Project on the Site for the year.

3.4.1. Inspection Rights. No more often than once per year, the County and its agents, at the County's sole expense, shall be permitted to inspect employment, attendance, revenues, and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice; provided that the County shall not be liable or otherwise responsible for costs incurred by the Company or its agents resulting from the reasonable inspection activities of the County or its agents, and the Company and its agents shall fully cooperate with any such reasonable inspection activities without charge or other cost of any kind to the County or its agents. The Company may reasonably redact such records to protect the confidentiality of the Company, its employees or its customers.

3.4.2. Rent Reconciliation Calculation. Upon receipt of an Annual Report and any inspection authorized hereunder, the County shall calculate the Rent due under the Ground Lease for the previous year ending June 30th (the "Reconciliation Calculation"). To the extent that the Rent Reconciliation Calculation results in underpayment by the Company under the Ground Lease, the Company shall pay to the County within thirty (30) days’ notice of the Reconciliation Calculation all sums due the County; to the extent that the Reconciliation Calculation results in overpayment of Rent under the Ground Lease, such overpayment shall act as a set-off of Rent for upcoming months, provided that the Rent shall never be less than $1.00 for any month.

3.4.3. Independent Review of Rent Calculation. If the Company disagrees with the Rent Reconciliation Calculation, at the Company's election, the Company may retain the services of an independent Certified Public Accountant (the "Independent CPA") to examine the same and its records. Such Independent CPA shall be selected by the Company, subject to the approval of the County, which approval shall not be unreasonably withheld, and the Company shall be responsible for the payment of the costs of the Independent CPA. Upon the rendering of the written report of the Independent CPA, the County and the Company agree to abide by the decision of the same relating to the Rent Reconciliation Calculation for the year of the Ground Lease under review.

3.5. Failure to File Report or Pay Rent. If the Company fails to file an Annual Report or pay any Rent when due, and the Company fails to cure such failure to pay within thirty (30) days following written notice from the County, then the County shall be entitled to terminate this Agreement and/or the Ground Lease. If there has been a failure which is not cured within thirty (30) days following written notice from the County that it be cured, the County shall be entitled to enforce its rights under this Section 3 and the Company shall indemnify the County for all costs of enforcement, including any court costs and reasonable and actual attorneys' fees and court costs.
4. TERMINATION OF AGREEMENT.

4.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed on or before December 31, 2014 or the Closing has not occurred by February 28, 2015, then the County or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

4.2. Approval by Governing Bodies; Further Authorizations. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into this Agreement. Upon its approval and execution of this Agreement, the County specifically authorizes the Mayor and Clerk to execute such further agreements, certificates, and/or instruments as may be required, in the discretion of the Mayor, in order to give effect to this Agreement, including but not limited to the Ground Lease and related documents at Closing.

4.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

4.3.1. The other Party is in breach of this Agreement, and after such notice as may be herein required, fails to properly cure said breach.

4.3.2. There has been commenced or threatened against the County or the Company, or any affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters.

4.4. County’s Termination Rights. The County shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the County shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Parties if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the County has not been satisfied. If the County does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

4.5. The Company’s Termination Rights. The Company shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the County; pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Parties if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or
by such other time specified); then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

4.6. **Effect of Termination.** If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires by failure to consummate a Closing by the date referenced in Section 4.1, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party.

5. **MISCELLANEOUS.**

5.1. **Notices.** Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

- **If to the County:** Macon-Bibb County  
  700 Poplar Street  
  Macon, Georgia 31201  
  Attn: Mayor Robert A. B. Reichert

- **with a copy to:** Macon-Bibb County Attorney’s Office  
  700 Poplar Street  
  Macon, Georgia 31201  
  Attn: County Attorney Judd Drake

- **and with a copy to:** Seyfarth Shaw LLP  
  1075 Peachtree Street, N.E., Suite 2500  
  Atlanta, Georgia 30309  
  Attn: Kevin T. Brown

- **If to the Company:** Spirit of America Theme Park and Development, LLC  
  4671 Amberwood Trail  
  Marietta, Georgia 30062  
  Attn: Jeff C. Franklin

- **with a copy to:** Joseph Pelt, III, Attorney at Law  
  1827 Powers Ferry Road, Building 5  
  Atlanta, Georgia 30339  
  Attn: Joe Pelt, III

5.2. **Confidential Information.** All confidential information acquired by the County relating to the Company shall be held in confidence by the County, subject to the County’s legal obligation as a public body, including, without limitation O.C.G.A. § 15-18-70, et seq. and § 50-14-1, et seq. This confidentiality requirement shall survive termination or expiration of this Agreement. The Company and its advisors shall, prior to the execution and delivery hereof, treat
the contents of this Agreement and project plans related thereto as confidential, and, without limitation, shall not disclose such contents to the public or competing communities or states.

5.3. **No Partnership or Agency.** No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

5.4. **Survival of MOU.** This Agreement shall survive the effectiveness and expiration or termination of the Closing, but may be superseded in whole or in part by the documents at Closing if they so expressly so provide.

5.5. **Governing Law; Jurisdiction and Venue.** The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State’s conflicts of law rules. THE COMPANY FURTHER AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE PROJECT SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF MACON-BIBB COUNTY, GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE MIDDLE DISTRICT OF GEORGIA, AND THE COMPANY AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF BOTH SAID COURTS, AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. THE COMPANY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR THE COUNTY HAS ANY EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT EXCEPT THOSE SPECIFIED HEREINABOVE, AND THE COMPANY COVENANTS AND AGREES THAT IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT OTHER THAN AS EXPRESSLY AUTHORIZED HEREIN, AND THAT THIS PARAGRAPH SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED BY OR ON BEHALF OF THE COMPANY IN ANY OTHER COURT.

5.6. **Amendments.** Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto.

5.7. **Entire Agreement.** This Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and shall continue in full force and effect until Closing.

5.8. **Counterparts; Facsimile.** This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes, and shall otherwise constitute an original document binding upon the transmitting party.

5.9. **No Personal Liability of Representatives of Public Bodies.** No official, member, director, officer, agent, or employee of the County shall have any personal liability under or
relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

5.10. **No Personal Liability of Representatives of Company.** No official, member, manager, director, officer, agent, or employee of the Company or its Affiliates shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

5.11. **Limitation on Liability.** Notwithstanding anything contained in this Agreement or any other documents or instruments executed in connection herewith, it is understood and agreed that in no event (except for the intentional and willful bad faith actions of either Party) shall the Company or the County be able to claim or otherwise seek consequential, punitive or lost business damages as a result of any breach or action (or failure to act) by the other Party (or its officers, members, agents or representatives) in connection with this Agreement, the Project or any other related matter, and the right of the Company and the County to seek the same is hereby expressly waived and forever relinquished.

[SIGNATURES BEGIN ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following effective date: October 9, 2014.

The “County”:

MACON-BIBB COUNTY

By: Robert A. B. Reichert

Robert A. B. Reichert, Mayor

ATTEST:

Shelly Thurman
County Clerk

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
ATTACHMENT 5.A

The "Company":

SPIRIT OF AMERICA THEME PARK AND DEVELOPMENT, LLC

By: [Signature]

Name: Jeff Eisenberg
Title: Pres
SCHEDULE 1.1

DESCRIPTION OF THE PROJECT

A 1000+ daily visitor capacity water theme park, including the following minimum elements:

1. Themed main entrance that contains ticketing booths, offices, concessions and restrooms.
2. Kids/toddler splash area
3. Lazy river
4. Multipurpose year round pool
5. Wave pool
6. Mat Racer (30 feet high)
7. Two serpentine slides of 250 foot length or greater
8. Pavilions
9. Sandy beach inside Lazy River loop
10. Volley ball court in beach area
11. Tiki themed concessions on beach inside Lazy River
12. Mobile sound stage
13. Landscaping and theming
SCHEDULE 1.4

DESCRIPTION OF THE SITE

[Site as depicted approximately in orange outline]
SCHEDULE 2.3

SITE IMPROVEMENTS/SITE IMPROVEMENT ALLOWANCES

The County shall provide the following items (or, at the County’s election and after notice to the Company as to its election, provide payment therefore through an allowance payable as reimbursement to Company or its contractor) as set forth in Section 2.3 up to but not to exceed the maximum amounts reflected by each numbered item:

1. Overlay and re-stripe existing entrance drives $31,000
2. Landscaping, beautification of front entrance to Sandy Beach $40,000
3. Directional signage (GDOT approved) to Project from I-475, Thornaston Road, Moseley Dixon Road and within Sandy Beach $5,000
4. Water Line to Project Site Boundary Line and installation of Meter $19,000
5. Sanitary Sewer Line to Project Site Boundary Line, $62,000
6. Electrical Service to the Project Site Boundary Line $20,000
7. Engineering and professional fees for Site Improvements $11,000
8. Preparation of “green” parking area adjacent to Site on Expansion Site (e.g. defined graded area, crush and run gravel) $60,000

Total $248,000
SCHEDULE 3.4

FORM OF ANNUAL REPORT

September 30, 20_

Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201
Attn: Mayor Robert A. B. Reichert

Re: 20__ ANNUAL REPORT - Ground Lease Agreement between Macon-Bibb County (the "County") and Spirit of America Theme Park and Development, LLC (the "Company") for the Waterpark (the "Project") at Sandy Beach Park, Lake Tobeofkee Recreation Area ("LTRA") dated _______, 2014 (the "Ground Lease").

Dear Mayor Reichert:

This letter shall serve as the 20__ Anniversary Date Annual Report, as required under the Ground Lease.

1. Jobs. As of June 30, 20__, the total number of jobs located at the Project, based on the monthly average number of jobs, was ___ full-time jobs and ___ part-time jobs. We have enclosed _____________ to demonstrate such job creation and retention.

2. Guest Attendance. As of June 30, 20__, the total guest attendance at the Project was ___________. We have enclosed _____________ to demonstrate such attendance.

3. Investment. As of June 30, 20__, the Total Project Costs invested in Macon-Bibb County at LTRA was ___________. We have enclosed _____________ to demonstrate such investment.

4. Gross Revenues and Rent. As of June 30, 20__, the Gross Revenues generated from the Project were $_________ and the Rent payable and paid to the County since the prior Anniversary Date is $_________. We have enclosed _____________ to demonstrate such Gross Revenues and Rent payment.

Please do not hesitate to let us know if you require any additional information.

Sincerely,

Enclosures:
EXHIBIT B

Correspondence from Jeff Franklin and Spirit of America Theme Park and Development, LLC
May 12, 2015

Mayor Robert A.B. Reichert
Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Reichert:

As you are aware, construction of the Sandy Beach Water Park is well-underway in spite of the rainy spring we have experienced in middle Georgia. I remain 100 percent committed to this project and look forward to the grand opening. This project represents a substantial capital investment ($2.6 million) and an opportunity for new and exciting recreational opportunities.

After lengthy discussion with my general contractor and The Bank of Perry, I realize in order to have a successful project that opens this year (by June 30, 2015), adjustments to the project scope will be necessary. The purpose of this letter is to outline the requested amendments to the project and project agreements, most of which are found in Section 1.1. of the Memorandum of Understanding (MOU) between Macon-Bibb County and Spirit of America Theme Park and Development. Your favorable consideration is appreciated.

Proposed to be deferred until after first season (2015)

- I am requesting delay of the construction of the themed main entrance until after the first season. To accomplish this, The Bank of Perry will escrow funds for the construction of permanent entry building to be constructed after the first season. (MOU)

Proposed to be deferred until after second season (2016)

- Section 1.2 of the Ground Lease outlines the agreement to construct permanent concrete block structures around the pump equipment. For opening, the pump equipment will be positioned on concrete slabs with privacy fences and I am requesting that the permanent structures be deferred until after the second season.
- I would also like to propose the use of temporary shade structures in place of pavilions. These will be put up and taken down each day. Permanent pavilions would then be constructed at the end of the second season.

Proposed to be deferred until after second complete season (2017)

There are two items which I am requesting be delayed until 2017 which would allow the park to be open and operational for two complete seasons. These are the following:

- Third slide of West Wind White Water raft slide
- Wave Pool
Proposed to be deferred until year 5
Construction of permanent bathrooms and shower rooms
The vision for the lap pool is that it would be covered with a dome to allow for year-round usage. I am requesting the construction of dome for lap pool be deferred until year five.

Proposed to be removed completely from the project
Due to safety concerns, I am requesting that the volley ball court be removed completely from the beach area and project.

Lastly, I am requesting that Macon-Bibb County consider an additional investment in the park to include the construction of the roundabout (asphalt-curb-gutter), entrance to park with sidewalks and fencing. In consideration for these items, the agreements could be further amended to allow Macon-Bibb County to recapture their expenses.

In closing, please be assured that I am fully committed to the completion of the project and providing an outstanding new recreational asset to the residents of middle Georgia. I am confident that we will have a showplace that both Macon-Bibb County and I can be proud of. If you have any questions or need additional information about any of these items, please don't hesitate to contact me at (770) 310-8767 or jeff.soarentertainment@gmail.com.

Sincerely,

Jeff Franklin
Spirit of America Theme Park and Development, LLC
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ESTABLISH A
BLIGHT COMMITTEE PURSUANT TO SECTION 11(b)(6) OF THE MACON-BIBB
COUNTY CHARTER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 11(b)(6) of the Macon-Bibb County Charter states the Macon-Bibb County Commission is empowered to establish committees of its members for legislative, investigative and study purposes; and

WHEREAS, the Macon-Bibb County Commission seeks to establish an ad hoc advisory Blight Committee to discuss and provide input and recommendations regarding the use of designated blight funds; and

WHEREAS, recommendations made by the Blight Committee are subject to the current legislative process; and

WHEREAS, recommendations of the Blight Committee may be submitted via resolution to the appropriate Commission committee, and subsequently the Commission for vote; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, a Blight Committee, comprised of members of the Macon-Bibb County Commission shall be established to discuss and provide input and recommendations regarding the use of designated blight funds.

NOW, THEREFORE, this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ______day of ________________, 2015.

By:

ROBERT A.B. REICHERT, MAYOR

Attest:

JEAN S. HOWARD, CLERK OF COMMISSION
Tuesday, May 26, 2015
PUBLIC SAFETY COMMITTEE

Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on April 14, 2015
Meeting: May 26, 2015 - PUBLIC SAFETY COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
4-14-2015.pdf (10 KB)

2. APPOINTING MEMBERS OF THE PEDESTRIAN SAFETY BOARD

Subject: A. Appointing members of the Pedestrian Safety Board
Meeting: May 26, 2015 - PUBLIC SAFETY COMMITTEE
Category: 2. APPOINTING MEMBERS OF THE PEDESTRIAN SAFETY BOARD
Access: Public
Type: Action

File Attachments
5-26-2015 - Ordinance Committee Amendment Pedestrian Fatality.pdf (490 KB)
The Public Safety Committee was called to order by Committee Chairman Shepherd.

**COMMITTEE MEMBERS PRESENT:**
- Commissioner Larry Schlesinger
- Commissioner Virgil Watkins
- Commissioner Elaine Lucas
- Commissioner Scotty Shepherd
- Commissioner Mallory Jones

**OTHERS PRESENT:**
- Mayor Robert A. B. Reichert
- Commissioner Gary Bechtel
- Mayor Pro Tem Bert Blivens
- Commissioner Ed DeFore
- Dale Walker, County Manager
- Judd Drake County Attorney
- Reggie McClendon, Assistant County Attorney
- Charles Coney, Assistant County Manager
- Chris Floore, Assistant to the County Manager
- Jean Howard, Clerk of Commission
- Janice Ross, Assistant Clerk of the Commission
- Joyce Humphrey, Office Manager II

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1. Approval of Minutes from Meeting on April 14, 2015

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Watkins, and carried unanimously the minutes of the April 14, 2015 meeting were approved as presented. Commissioners Shepherd, Watkins, Schlesinger Jones and Lucas voted in the affirmative.*

2. Donnan Road Fire Station

   A. Update on Donnan Road Fire Station

   **Discussion**

   Dale Walker, County Manager, reported that it is anticipated that a ground breaking event will take place in late fall and the fire station completed by September 30, 2016.

3. Pedestrian Fatality Board

   **Discussion**

   The Committee will consider appointments to the Pedestrian Fatality Board at the next meeting to be held on May 26th.
There being no further business, and on motion duly made and seconded, the meeting was adjourned.

Prepared by:

Joyce R. Humphrey, CMC
Office Manager II

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
COMMITTEE AMENDMENT

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING ARTICLE VI OF CHAPTER 2 OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO CREATE AND ESTABLISH A PEDESTRIAN FATALITY REVIEW BOARD; AND FOR OTHER PURPOSES.

WHEREAS, an increase in the number of accidents involving pedestrians on roads located in Macon-Bibb County has been recognized by the Commission; and

WHEREAS, as such, the Commission wishes to establish a Pedestrian Fatality Review Board; and

WHEREAS, the Pedestrian Fatality Review Board shall review all fatal accidents involving pedestrians in Macon-Bibb County in order to ensure that proper safety protocols are in place; and

WHEREAS, furthermore, the Pedestrian Fatality Review Board shall work to ensure that all roads, streets, alleys, and other roadways in Macon-Bibb County are safe for pedestrian use; and

WHEREAS, this ordinance change will create and establish a Pedestrian Fatality Review Board and define the duties, membership, and other characteristics of such Board; and

WHEREAS, this ordinance change will benefit the safety and welfare of the citizens of Macon-Bibb County; and

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

Section 1

Article VI of Chapter 2 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to add Section 2-849 through Section 2-857 and shall read as follows:

DIVISION 14. PEDESTRIAN FATALITY REVIEW BOARD

Sec. 2-849. Board created.

Sec. 2-850. Duties; mission.

Sec. 2-851. Board member appointments.

Sec. 2-852. Board member qualifications.
Sec. 2-853. Meetings of the board.
Sec. 2-854. Summons.
Sec. 2-855. Macon-Bibb County not bound by board contracts.
Sec. 2-856. Acceptance of gifts and grants.
Sec. 2-857. Money; disposition.
Sec. 2-858. Reserved.

Sec. 2-849. Board created.

There is hereby created a body known as the “Pedestrian Fatality Review Board.”

Sec. 2-850. Duties; mission.

(a) There is hereby established in Macon-Bibb County a body known as the “Pedestrian Fatality Review Board”, referred to throughout this division as the Board. The Board shall be responsible for monitoring, reviewing, and evaluating all pedestrian fatalities that occur in Macon-Bibb County. The Board shall determine the cause of each such pedestrian fatality and prepare recommendations stating how such an accident can be prevented in the future. In addition, the Board shall prepare recommendations for additional safety protocols that can be implemented in the area of each pedestrian fatality to ensure the area is safe for pedestrian traffic.

(b) In addition to the review of areas involving pedestrian fatalities, the Board shall work to ensure that proper safety protocols and precautions are in place to protect pedestrian traffic on all roads, streets, alleys, and other roadways in Macon-Bibb County in order to prevent future accidents, as necessary.

Sec. 2-851. Board members appointments.

(a) The Board shall consist of nine (9) members as follows:

(1) The Mayor, or his/her designee; and

(2) Two (2) members from the Bibb County Sheriff’s Office, who shall be appointed by the Sheriff and who shall be current employees of the Bibb County Sheriff’s Office; and

(3) One (1) member from the Macon-Bibb County Commission to be appointed by the Mayor and approved by the Macon-Bibb County Commission; and

(4) The Director of the Macon-Bibb County Facilities Management Department, or his/her designee; and
(5) The Traffic Engineer of Macon-Bibb County, or his/her designee; and

(6) The Administrator of the Macon-Bibb County Health Department, or his/her designee; and

(6) Two (2) citizens at large from the community to be appointed by the Mayor and approved by the Macon-Bibb County Commission.

(b) Each such appointed member shall serve a term of five (5) years, or until a successor is appointed and, if necessary, confirmed. Members shall be eligible for reappointment.

(c) The appointment of the members of the Board shall be made by the Mayor and submitted to the Macon-Bibb County Commission for confirmation within thirty (30) days. Vacancies among the members of the commission, other than by expiration of term, shall be filled by appointment by the mayor, subject to confirmation of the Macon-Bibb County Commission, for the unexpired term in which the vacancy occurs.

Sec. 2-852. Board members qualifications.

In order to be eligible for appointment to the Board, a person must live inside the county limits of Bibb County, Georgia, must be at least eighteen (18) years of age, and must be vitally interested in the safety of pedestrians on roadways in Macon-Bibb County.

Sec. 2-853. Meetings of the board.

The Board shall meet at least twice per calendar year, however, the Board shall also have the authority to meet as often as it deems necessary in order perform its duties.

Sec. 2-854. Summons.

The Board shall have the right to issue such summonses to such persons as it shall deem appropriate for the proper determination of the facts surrounding each pedestrian fatality and subpoena such documentary evidence as shall be needful to complete its investigation.

Sec. 2-855. Macon-Bibb County not bound by board contracts.

The Board shall not have the power or authority to bind Macon-Bibb County by any contract, agreement, financial obligation, indebtedness of any kind, or otherwise. No contract, financial obligation or indebtedness, incurred by the Board, shall ever be a claim or charge against Macon-Bibb County or a lien on any Macon-Bibb County property which might have been improved as a result of any contract, financial obligation or indebtedness made or incurred by the Board.
Sec. 2-856. Acceptance of gifts and grants.

The Board shall not be authorized, without the prior official approval of the Mayor and the Macon-Bibb County Commission in writing, to accept any grant, gift or devise or real estate or grant or bequest of money or other personal property or any donation to be applied, principal or income, for any purpose authorized by this article, if the acceptance of any such grant, gift, bequest or devise will subject Macon-Bibb County to any expense or liability.

Sec. 2-857. Money; disposition.

All money received by the Board from whatever source derived shall be deposited with the director of finance of Macon-Bibb County to the account of the Pedestrian Fatality Review Board to be used for financing functions of the Board.

Sec. 2-858. 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 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)
Tuesday, May 26, 2015
FACILITIES AND ENGINEERING COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on May 12, 2015
Meeting: May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-12-2015.pdf (13 KB)

2. ADOPTION OF SOLID WASTE PLAN

Subject: A. A Resolution Adopting The Macon-Bibb County Solid Waste And Materials Management Plan
Meeting: May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category: 2. ADOPTION OF SOLID WASTE PLAN
Access: Public
Type: Action

File Attachments

3. TRANSFER OF PROPERTY FOR JEFFERSON LONG PARK

Subject: A. A Resolution to Authorize The Mayor to Accept The Transfers of the Parcels Of Property Located at 416 Pursley Street, 424 Pursley Street, 430 Pursley Street, 436 Pursley Street, 442 Pursley Street and 448 Pursley Street From The Macon-Bibb County Land Bank Authority For Jefferson Long Park; To Authorize The Mayor To Execute Any Necessary Documents
4. GRANTING ENCROACHMENT FOR HISTORIC HILLS AND HEIGHTS DEVELOPMENT

Subject
A. A Resolution Authorizing The Mayor To Grant An Encroachment Totaling 2,940 Square Feet For Property Located at 978 Elm Street To Historic Hills And Heights Development For The Fair Market Value of $3,675.00

Meeting
May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE

Category
4. GRANTING ENCROACHMENT FOR HISTORIC HILLS AND HEIGHTS DEVELOPMENT

Access
Public

Type
Action

File Attachments
5-26-2015 - Res Encroachment 978 Elm Street $3675 00-4A.pdf (1,078 KB)

5. MACON AREA TRANSPORTATION STUDY

Subject
A. A Resolution Authorizing The Mayor To Execute A Multi-Party Agreement With Jones County, Monroe County, The Macon-Bibb County Planning And Zoning Commission, The Middle Georgia Regional Commission, The Macon-Bibb County Transit Authority And The Georgia Department of Transportation To Perform A Continuing, Comprehensive, Cooperative Urban Transportation Planning Process Known As The "Macon Area Transportation Study"

Meeting
May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE

Category
5. MACON AREA TRANSPORTATION STUDY

Access
Public

Type
Action

File Attachments
5-26-2015 - Res Agrmt Continue Urban Transportation Planning-5A.pdf (1,837 KB)

6. DISPOSE OF PROPERTY ON ROSE PLACE
A. A Resolution Authorizing The Mayor To Dispose Of That Portion Of Rose Place Located 187+- Feet West Of Orange Street, By Quit-Claiming Said Property To Mount De Sales Academy for Its Fair Market Value And Closing And Abandoning The Same; Authorizing The Mayor To Convey a Landscaping Easement to Mount De Sales Academy of Up To 10 Feet Along The Northern Edge Of The Right-Of-Way Of Rose Place To Allow for The Construction Of New Sidewalks and Angled Parking Along The Remaining Portion Of Rose Place Located West Of Orange Street

Meeting May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category 6. DISPOSE OF PROPERTY ON ROSE PLACE
Access Public
Type Action
SPONSORED BY COMMISSIONER GARY BECHTEL

File Attachments
5-26-2015 - Res Dispose Portion of Rose Place.pdf (2,863 KB)

7. SPLOST FUNDS FOR ROAD AND STREET IMPROVEMENTS ON TELFAIR STREET

A. A Resolution Authorizing The Settlement Of All Claims Pending In Bibb County Superior Court Civil Action Styled Geraldine Polite V. City Of Macon, Bibb County, Georgia And ABC, Inc. Civil Action File No 13CV58568; Authorizing The Macon-Bibb County Engineering And Public Works Departments To Use SPLOST Funds Designated For Road and Street Improvements to Repair and Improve The Sidewalk And Adjacent Areas On Telfair Street Which Was The Subject Of Said Litigation So As To Ensure Its Safety For Use By The General Public

Meeting May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category 7. SPLOST FUNDS FOR ROAD AND STREET IMPROVEMENTS ON TELFAIR STREET
Access Public
Type Action
SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
5-26-2015 - Res Geraldine Polite v Macon-Bibb.pdf (227 KB)

8. BARNES FERRY ROAD

A. Discussion on Work Taking Place on Barnes Ferry Road
Meeting May 26, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category 8. BARNES FERRY ROAD
Access Public
Type Discussion
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

May 12, 2015

The Facilities and Engineering Committee was called to order by Committee Chairman Mallory Jones.

COMMITTEE MEMBERS PRESENT:
Commissioner Mallory Jones, III
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Commissioner Ed DeFore

COMMITTEE MEMBER ABSENT:
Commissioner Al Tillman

NEWS MEDIA:
Phillip Ramati, The Telegraph
Anita Oh, 13 WMAZ

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bivins, III
Commissioner Elaine Lucas
Commissioner Virgil Watkins, Jr.
Commissioner Larry Schlesinger
Judd Drake, County Attorney
Reggie McClendon, Assistant County Attorney
Jean S. Howard, Clerk of Commission
Janice Ross, Assistant Clerk of the Commission
Steve Layson, Assistant County Manager
Charles Coney, Assistant County Manager
Dale Walker, County Manager
Julie Moore, Assistant to the County Manager,
Joyce Humphrey, Office Manager II

1. Approval of Minutes from the April 28, 2015 meeting

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Shepherd, and carried unanimously the minutes of the April 28, 2015 meeting were approved as presented. Commissioners Bechtel, Jones, Shepherd and DeFore voted in the affirmative.

2. Renaming of May Avenue

A. A resolution to rename a portion of May Avenue to Apostle David L. Pitts Sr. Boulevard.

Discussion

Commissioner Watkins reported that the request for the name change was received from Covenant Church of Jesus Christ to rename May Avenue from Mercer University Drive to Moseley Avenue in honor of their longtime pastor of 23 years who died in February 2007. The Committee received a petition signed by the residents with no objections. The committee also held a Public Hearing on May 5th with no objections voiced.

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner Bechtel, and carried unanimously to approve the resolution rename a portion of May Avenue to Apostle David L. Pitts Sr. Commissioners Bechtel, Jones, Shepherd and DeFore voted in the affirmative.
3. Donation of Property

A. A resolution to authorize the Mayor to accept the donation of 430 Craft Street.

Discussion

Julie Moore reported that the owners desire to donate the property to Macon-Bibb County to assist in efforts of development in the Pleasant Hill neighborhood. She reported that the property will used for a resource center.

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd, and carried unanimously to approve the resolution to accept the donation of 430 Craft Street and to authorize the Mayor to execute any necessary documents was approved. Commissioners Bechtel, Jones, Shepherd and DeFore voted in the affirmative.

4. Barnes Ferry Road

Discussion

Commissioner Elaine Lucas requested an update from Planning and Zoning on the rezoning request on Barnes Ferry Road to place a Rail Spur due to health and safety concerns by the residents in the area.

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

Prepared By:

Joyce R. Humphrey, CMC
Office Manager II

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ADOPTING THE MACON-BIBB COUNTY SOLID WASTE AND MATERIALS MANAGEMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, the Legislature of the State of Georgia has required that all communities in the State prepare a solid waste management plans in compliance with prescribed standards and adopt said plan by resolution of its governing body; and

WHEREAS, Macon-Bibb County has prepared the Solid Waste and Materials Management Plan for 2016-2025 which satisfies all applicable standards of the Georgia Comprehensive Solid Waste Management Act.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is hereby authorized to sign this resolution adopting the Macon Bibb County Solid Waste and Materials Management Plan for 2016-2025 in compliance with the Georgia Comprehensive Solid Waste Management Act attached hereto as Exhibit "A". This Resolution shall become effective upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of __________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission

The complete Solid Waste and Materials Management Plan is on file in the Clerk's Office.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE
THE MAYOR TO ACCEPT THE TRANSFERS OF THE PARCELS OF PROPERTY
LOCATED AT 416 PURSLEY STREET, 424 PURSLEY STREET, 430 PURSLEY
STREET, 436 PURSLEY STREET, 442 PURSLEY STREET, AND 448 PURSLEY
STREET FROM THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR
JEFFERSON LONG PARK; TO AUTHORIZE THE MAYOR TO EXECUTE ANY
NECESSARY DOCUMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Land Bank Authority is the owner of certain
parcels of property in Macon, Georgia known as 416 Pursley Street, 424 Pursley Street, 430
Pursley Street, 436 Pursley Street, 442 Pursley Street, and 448 Pursley Street; and

WHEREAS, these properties were purchased in anticipation of the designated area to be
known as Jefferson Long Park; and

WHEREAS, the Macon-Bibb County Land Bank Authority desires to transfer those
parcels of property to Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that it is in the best interest of
the citizens of Macon-Bibb to accept the donation said property to protect, enhance and expand
greenspace.

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 hereby authorized to
accept the fee simple title donation of 416 Pursley Street, 424 Pursley Street, 430 Pursley Street,
436 Pursley Street, 442 Pursley Street, and 448 Pursley Street, and that the Mayor is authorized
to execute any necessary legal documents to acquire said property in form approved by the
County Attorney’s Office. This Resolution shall become effectively immediately upon its
approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of ____________, 2015.

________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
________________________
JEAN S. HOWWARD, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO GRANT AN ENCROACHMENT TOTALING 2,940 SQUARE FEET FOR PROPERTY LOCATED AT 978 ELM STREET TO HISTORIC HILLS AND HEIGHTS DEVELOPMENT FOR THE FAIR MARKET VALUE OF $3,675.00; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the right-of-way along Elm Street in Macon, Georgia; and

WHEREAS, pursuant to Section 24, Article VI of the Macon-Bibb County Code of Ordinances, Macon-Bibb County has the authority to grant encroachments to property owners; and

WHEREAS, Historic Hills and Heights Development is a collaboration agreement between Historic Macon and College Hill Alliance with a stated mission of revitalizing neighborhoods and preserving historic structures in such neighborhoods; and

WHEREAS, Historic Hills and Heights Development owns the property located at 978 Elm Street and acquired said property in May of 2012; and

WHEREAS, said property currently has a structure erected that is partially located on Macon-Bibb County owned right-of-way; and

WHEREAS, said structure was built during the early 1900’s and has been encroaching on Macon-Bibb County owned right-of-way since that time; and

WHEREAS, in order to preserve and renovate this structure, Historic Hills and Heights Development has requested to purchase an encroachment from Macon-Bibb County; and

WHEREAS, in addition, Historic Hills and Heights Development has purchased several parcels in this area and is currently working on revitalizing the surrounding neighborhood; and

WHEREAS, Historic Hills and Heights Development has submitted all appropriate documentation and fees required pursuant Section 24, Article VI of the Macon-Bibb County Code of Ordinances for this encroachment request to be considered by the Macon-Bibb County Board of Commissioners; and

WHEREAS, the Macon-Bibb County Tax Assessor’s Office has provided an appraisal of the property and has valued the property at one dollar and twenty-five cents ($1.25) per square foot; and

WHEREAS, the requested encroachment will total two thousand nine hundred forty (2,940) square feet, and the sale price has been calculated to be three thousand six hundred
seventy-five dollars ($3,675.00); and

WHEREAS, a plat showing the area, as well as a legal description of the encroachment, has been attached hereto as Exhibit A for referenced purposes; and

WHEREAS, Historic Hills and Heights Development has agreed to purchase this encroachment at the listed fair market value price; and

WHEREAS, the sale of this encroachment will not affect the operations of Macon-Bibb County, and will allow this property to be returned to the tax digest for ad valorem taxes to be collected on said property; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; 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-Bibb County Commission authorizes the Mayor to grant an encroachment into Macon-Bibb County right-of-way totaling 2,940 square feet located at 978 Elm Street, as detailed and shown in Exhibit A, to Historic Hills and Heights Development for the fair market value price of three thousand six hundred seventy-five dollars ($3,675.00); and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to execute any all documents necessary to accomplish this transaction.

APPROVED AND ADOPTED this ____ day of __________________, 2015.

By: _____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ___________________________
        JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

978 Elm Street

Plat and Legal Description for Encroachment
Calhoun Street Encroachment

As Petitioned for by the Historic Macon Foundation

All that tract or parcel of land lying and being a portion of the right-of-way of Calhoun Street, adjacent to Lot 8, Square 41, Southwest Commons, known as 978 Elm Street, Macon, Bibb County, Georgia and being more particularly described as follows:

Beginning at the point marking the intersection of the southwest line of Elm Street with the northeast line of Calhoun Street, running thence S34°59'34"W a distance of 105.00 feet to a point, running thence N55°06'51"W into the right-of-way of Calhoun Street a distance of 28.00 feet to a point, running thence N34°59'34"E a distance of 105.00 feet to a point, running thence S55°06'51"E a distance of 28.00 feet to the Point of Beginning.

Tract described herein represents an encroachment into the right-of-way of Calhoun Street of 28.00 feet by 105.00 feet adjacent to said Lot 8, and contains 2,940 square feet. It is more particularly shown on a plat by Carl Levi, Land Surveyor, said plat dated March 18, 2015 and attached herein as Exhibit “A”.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING 
THE MAYOR TO EXECUTE A MULTI-PARTY AGREEMENT WITH JONES 
COUNTY, MONROE COUNTY, THE MACON-BIBB COUNTY PLANNING AND 
ZONING COMMISSION, THE MIDDLE GEORGIA REGIONAL COMMISSION, THE 
MACON-BIBB COUNTY TRANSIT AUTHORITY, AND THE GEORGIA 
DEPARTMENT OF TRANSPORTATION TO PERFORM A CONTINUING, 
COMPREHENSIVE, COOPERATIVE URBAN TRANSPORTATION PLANNING 
PROCESS KNOWN AS THE “MACON AREA TRANSPORTATION STUDY”; AND 
FOR OTHER PURPOSES.

WHEREAS, the Macon Area Transportation Study (hereinafter “MATS”) is an ongoing, 
continuous, comprehensive, urban transportation planning study and has been a collaborative 
project of officials from Macon-Bibb County, Payne City, Jones County, Monroe County, the 
Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional 
Commission, the Macon-Bibb County Transit Authority, and the Georgia Department of 
Transportation; and

WHEREAS, MATS is dedicated to updating, revising, and creating a fiscally feasible 
transportation system that integrates thoroughfare development, public mass transportation, 
airport facilities, rail systems, multi-modal facilities, bicycle and pedestrian facilities, and 
transportation enhancements in the greater Macon, Georgia area; and

WHEREAS, on or about March 27, 2015, the Georgia General Assembly passed and 
adopted, and the Governor of the State of Georgia signed, House Bill 575 which repeals the 
charter for Payne City and abolishes Payne City as an incorporated municipality; and

WHEREAS, the area formerly known as Payne City will now be incorporated into 
Macon-
Bibb County and thus will come under the jurisdiction of the governing entities of Macon-Bibb 
County; and

WHEREAS, as such, the previous Memorandum of Understanding that was agreed upon 
by all involved parties now needs to be updated to remove the obligations of the entity formerly 
known as Payne City; and

WHEREAS, as such, an updated copy of the Memorandum of Understanding 
completing this task has been attached hereto as Exhibit A and explains the obligations and 
responsibilities of the parties involved regarding MATS; and
WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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-Bibb County Commission authorizes the Mayor to execute any documents necessary and to take all further actions necessary to execute an a multi-party agreement with Jones County, Monroe County, the Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional Commission, the Macon-Bibb County Transit Authority, and the Georgia Department of Transportation for the continued development of the Macon Area Transpiration Study in substantially the same form as attached hereto as Exhibit A.

APPROVED AND ADOPTED this ___ day of ________________, 2015.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Updated Memorandum of Understanding
For Macon Area Transportation Study
METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM OF UNDERSTANDING
FOR THE
MACON AREA TRANSPORTATION STUDY
BETWEEN

The Macon-Bibb County Consolidated Government, the County of Jones, the County of Monroe, the Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional Commission (RC), the MTA (Macon-Bibb County Transit Authority), and the Georgia Department of Transportation in cooperation with the U.S. Department of Transportation,

RELATIVE TO

The continuing, comprehensive, cooperative urban transportation planning process known as the "Macon Area Transportation Study" (MATS).

I. IT IS THE INTENTION OF THE PARTIES:

That the Macon Area Transportation Study is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process to meet the requirements as defined in Code of Federal Register Part 450 that results in plans and programs consistent with comprehensively planned development of the urbanized area.

2. Prepare an annual unified work program for each fiscal year that provides work elements that describe the work to be done in that fiscal year, funding allocations by work elements, and sources of funding.

3. Update and revise the 25 Year Long Range Transportation Plan, to create a fiscally feasible transportation system that integrates thoroughfare development, public mass transportation, airport facilities, rail systems, multi-modal facilities, bicycle and pedestrian facilities and transportation

1.
enhancements; and reflects consideration of the area's comprehensive land-use plan and overall
social, economic, environmental, and energy conservation plans, goals and objectives.

4. Prepare a four year Transportation Improvement Program for projects that have been funded and that
are in the Long Range Transportation Plan.

5. Create a functional relationship between transportation planning and development within the MPO
area.

6. Maintain the data obtained in the original data collection phase of the study and any pertinent data
collected thereafter on a current level so that existing and forthcoming recommendations may be
evaluated and updated periodically.

7. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning
Process. This will include a Participation/Involvement Plan to obtain public input from all segments
of the community.

8. Be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of
1964, as amended.

II. IT IS FURTHER INTENDED, that the areas of responsibility of the aforementioned counties,
municipalities, and government agencies shall lie within the Metropolitan Area Boundary established by the
Policy Committee as the Macon Area Transportation Study. This area includes all of Bibb County including
a portion of Jones County, and a portion of Monroe County. The Metropolitan Area Boundary will be
reviewed as the Urbanized Area Boundary changes over time as defined by the US Census Bureau.

III. IT IS FURTHER INTENDED, that the Metropolitan Planning Organization (MPO) for the Macon Area
Transportation Study (MATS) as designated by the Governor of Georgia is the Macon-Bibb County
Planning and Zoning Commission. The Macon-Bibb County Planning and Zoning Commission shall have
the primary responsibility for carrying out the urban transportation planning process and of developing the
ATTACHMENT 5.A

Unified Planning Work Programs, the Long Range Transportation Plan, the Transportation Improvement Program, and a Participation/Involvement Plan at the direction of the Macon Area Transportation Study Policy Committee.

IV. **IT IS FURTHER INTENDED**, that the Macon Area Transportation Study (MATS) shall be coordinated by a project director who shall be the Executive Director of the Macon-Bibb County Planning and Zoning Commission or his designee and the staff of said agency shall serve, as staff to the MATS program and process. Additional staff resources may be provided, upon request, from the Technical Coordinating Committee (TCC) membership and existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the MATS Policy Committee.

V. **IT IS FURTHER INTENDED**, that the Macon Area Transportation Study (MATS) Policy Committee shall continue to function to adopt appropriate goals, Participation/Involvement Plan, Unified Planning Work Programs, and Long Range Transportation Plans; and to establish the need, form, and direction of future transportation improvements in the Macon Area Transportation Study area. The MATS Policy Committee shall be the forum for cooperative decision-making by principal elected and appointed officials of general purpose local government and transportation providers. The individuals representing the government jurisdictions involved in the MATS planning process and other involved agencies shall comprise the Macon Area Transportation Study Policy Committee. The membership shall be enumerated in the MATS Bylaws adopted by the MATS Policy Committee. The MATS Policy Committee is the final authority in the matters of policy and plan adoption for the Macon Area Transportation Study.

VI. **IT IS FURTHER INTENDED**, that the committee known as the Macon Area Transportation Study (MATS) Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all operating departments, advisory agencies, and transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The MATS Technical Coordinating Committee
shall provide technical expertise, determine the technical sufficiency of all MATS reports, and make recommendations to the MATS Policy Committee for their consideration before the MATS Policy Committee officially adopts plans, programs, and policies for the Macon Area Transportation Study. The membership shall be enumerated in the MATS Bylaws for the Technical Coordinating Committee adopted by the MATS Policy Committee.

VII. **IT IS FURTHER INTENDED,** that the Macon Area Transportation Study (MATS) Citizens Advisory Committee (CAC) shall continue to function as a tool to help provide public participation and involvement input into the transportation planning process. The Citizens Advisory Committee shall be as representative as possible of all segments of the community. The CAC shall keep the Policy Committee and the Technical Coordinating Committee informed of the various perspectives within the community. The CAC in its advisory capacity functions at the direction of the MATS Policy Committee. The membership and the method of appointing the membership shall be enumerated in the MATS Bylaws for the Citizens Advisory Committee adopted by the Policy Committee.

VIII. **IT IS FURTHER INTENDED,** that the various committees meet at significant stages in the planning process in accordance with the bylaws adopted for each committee by the MATS Policy Committee.

IX. **IT IS FURTHER INTENDED,** that the Georgia Department of Transportation (GDOT), only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.

2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" MATS models. GDOT shall also provide the expertise and computer software for the above mentioned tasks.
3. Make periodic reviews and evaluations of projected transportation needs; and revisions, when necessary, of the Long Range Transportation Plan.


5. Provide the local agencies with current information concerning the status of planning implementation of the MATS 25 Year Long Range Transportation Plan and four year Transportation Improvement Program.

6. Provide Air Quality Modeling and Analysis for the updates of the Long Range Transportation Plan including the Conformity Determination Report to MATS in cooperation with the Georgia Environmental Protection Agency, the US Environmental Protection Agency, and the Federal Highway Administration.

7. Coordinate with and assist MATS in addressing changes in Federal transportation planning and Air Quality legislation requirements.

8. Incorporate, without modification, the adopted MATS Transportation Improvement Program into the State Transportation Improvement Program (STIP); and coordinate with the MATS Long Range Transportation Plan in the development of the Statewide Transportation Improvement Program.

9. Annually certify, concurrently with the Macon Area Transportation Study, to the Federal Highway Administration (FHWA) and to the Federal Transit Administration (FTA) that the Macon Area Transportation Study’s planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

10. Provide various types of traffic count data.

11. Provide applicable transit, rail, and aviation data.
12. GDOT in cooperation with MATS will coordinate with all participating parties an understanding of the development and amendment process for the Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program (STIP).

13. Provide other assistance as mutually agreed upon.

X. **IT IS FURTHER INTENDED**, that the Macon-Bibb County Planning and Zoning Commission, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the administration of MATS to include the following:

1. Prepare planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for projects in the MATS 25 Year Long Range Transportation Plan.

2. Update and maintain maps showing existing and proposed land use, and evaluate changes in land uses and developing land use patterns for the future land use plan. This will be based on employment, housing, and population projections developed by MATS in cooperation with the Georgia Department of Transportation.

3. Review zoning and subdivision requests in accordance with the MATS Long Range Transportation Plan and Comprehensive Plan.

4. Provide community development plans as may relate to transportation needs.

5. Develop and maintain base and projected population, housing, employment, economic, vehicle and land use data by traffic zone and supply information as requested concerning special generators.

6. Make recommendations for revisions of the MATS 25 Year Long Range Transportation Plan to conform to planning goals, objectives, policies, or developments.

7. Periodically review traffic zone boundaries and make appropriate recommendations to the MATS Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.

8. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
9. Prepare and publish as necessary, a fiscally constrained 25 Year Long Range Transportation Plan that leads to the development of an integrated multi-modal system that facilitates the efficient movement of people and goods. The Long Range Transportation Plan including the Conformity Determination Report shall be reviewed and updated every four years to meet Federal Air Quality requirements. This will be done in cooperation with the Georgia Department of Transportation, Federal Highway Administration, the Georgia Environmental Protection Division, and US Environmental Protection Division.

10. Prepare and maintain a financially balanced four year Transportation Improvement Program (TIP) which will be updated annually.

11. Prepare an annual Unified Planning Work Program to document planning activities to be performed in the next fiscal year, in sufficient detail to indicate who will perform the work, the schedule for completion and the products that it will produce.

12. Prepare quarterly reports and an annual performance report for the comparison of established goals in the Unified Planning Work Program and completed work elements for both FHWA and FTA programs.

13. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities.

14. Prepare and publish as necessary a Participation/Involvement Plan for the adoption by the MATS Policy Committee which documents how MATS will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and the Transportation Improvement Programs (TIPs); and meets the criteria specified in 23 Code of Federal Register Part 450.
15. Annually certify, concurrently with the Georgia Department of Transportation, to the FHWA and the FTA that the MATS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

16. Continue to coordinate the Macon Area Transportation Study with the Middle Georgia Regional Commission.

XI. **IT IS FURTHER INTENDED**, that the Macon-Bibb County Consolidated Government within its official jurisdiction, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following:

1. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to MATS for analysis and reports.

2. Maintain a list of locally funded transportation projects in the local capital improvements program to establish priorities for funding of construction projects in cooperation with the Georgia Department of Transportation.

3. Aid MATS in developing planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for the MATS 25 Year Long Range Transportation Plan.

4. Be responsible for the cooperation with the Macon-Bibb County Planning and Zoning Commission insofar as its authority extends.

5. Coordinate with the MTA (Macon-Bibb County Transit Authority) where applicable.

XII. **IT IS FURTHER INTENDED**, that the County of Jones within its official jurisdiction, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following:

1. Allowing and assisting the staff of the MATS or the Middle Georgia Regional Commission to gather planning, building and land use information as it becomes necessary in order to update the plan for the study area.
PCL XL error

Subsystem: IMAGE
Error: ExtraData
Operator: ReadImage
Position: 3044
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO DISPOSE OF THAT PORTION OF ROSE PLACE LOCATED 187 +/-
FEET WEST OF ORANGE STREET, BY QUIT-CLAIMING SAID PROPERTY TO
MOUNT DE SALES ACADEMY FOR ITS FAIR MARKET VALUE AND CLOSING
AND ABANDONING THE SAME; AUTHORIZING THE MAYOR TO CONVEY A
LANDSCAPING EASEMENT TO MOUNT DE SALES ACADEMY OF UP TO 10 FEET
ALONG THE NORTHERN EDGE OF THE RIGHT-OF-WAY OF ROSE PLACE TO
ALLOW FOR THE CONSTRUCTION OF NEW SIDEWALKS AND ANGLED
PARKING ALONG THE REMAINING PORTION OF ROSE PLACE LOCATED WEST
OF ORANGE STREET; AND FOR OTHER PURPOSES.

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

WHEREAS, Rose Place is a public street, as shown on the plat attached hereto as
“Exhibit A” and incorporated herein by reference; and

WHEREAS, Mount de Sales Academy owns all of the property surrounding this portion
of Rose Place; and

WHEREAS, this portion of Rose Place is unused by the general public as a
thoroughfare; and

WHEREAS, Mount de Sales Academy has requested that this portion of Rose Place,
identified more particularly as Tract 1 on Exhibit “A”, be closed and abandoned by Macon-Bibb
County to help facilitate the safety of its students, teachers, staff, and visitors; and

WHEREAS, the Macon-Bibb County Commission finds that this portion of Rose Place
is no longer needed for public street purposes and that abandoning and disposing of it is in the
public interest due to changed conditions and avoidance of continued maintenance expenses; and
WHEREAS, O.C.G.A. § 32-7-4 authorizes the Macon-Bibb County Commission to sell said portion of Rose Place to Mount de Sales Academy for its fair market value; and

WHEREAS, Gary L. Stroup, a certified Georgia real estate appraiser, has appraised said property at a value of $45,000; and

WHEREAS, Mount de Sales Academy will also be making significant entryway improvements, as reflected in Exhibit “B” attached hereto and incorporated herein by reference, along that remaining portion of Rose Place located west of Orange Street; and

WHEREAS, Mount de Sales Academy will be adding additional landscaping and new sidewalks from Orange Street along the northern and southern edges of Rose Place as shown on Exhibit “B” attached hereto; and

WHEREAS, Mount de Sales Academy will also be constructing eight (8) new angled parking places along the southern edge of Rose Place, as shown on Exhibit “B” attached hereto, which Mount de Sales has agreed to dedicate to the public use; and

WHEREAS, these eight (8) new parking places will replace the six (6) existing parallel parking places located along the northern edge of Rose Place; and

WHEREAS, in consideration of the foregoing improvements to be made by Mount de Sales Academy which are valued at a cost of no less than $323,559, as shown in Exhibit “C” attached hereto and incorporated herein by reference, the Macon-Bibb County Commission authorizes the Mayor to convey a landscaping easement to Mount de Sales Academy of up to ten (10) feet along the northern edge of the right-of-way of Rose Place; and

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

The Mayor is authorized and directed to dispose of that portion of Rose Place, as shown in Exhibit A, by selling it by quit claim deed to Mount de Sales Academy for its fair market value of $45,000, and to execute quit-claim deeds or any other documents necessary to complete the transaction. Contingent on such sale, said portion of Rose Place is hereby closed and abandoned.

Section 2.

The Mayor is authorized and directed to convey a landscaping easement of up to ten (10) feet, as shown on Exhibit B, along the northern edge of Rose Place to Mount de Sales Academy.

Section 3.

The Mayor and County Attorney are authorized to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

Section 4.

This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of ________________, 2015.

By: __________________________________________

ROBERT A.B. REICHERT, Mayor

(SEAL)  __________________________________________

Attest: __________________________________________

JEAN S. HOWARD, Clerk of Commission
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**TOTALS**

$31,600.00

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**Estimate Totals**

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**Additional Costs**

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<td>Fee</td>
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**Total** 430,559
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE SETTLEMENT OF ALL CLAIMS PENDING IN BIBB COUNTY SUPERIOR COURT CIVIL ACTION STYLED GERALDINE POLITE V. CITY OF MACON, BIBB COUNTY, GEORGIA, AND ABC, INC., CIVIL ACTION FILE NO. 13CV58568; AUTHORIZING THE MACON-BIBB COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENTS TO USE SPLOST FUNDS DESIGNATED FOR ROAD AND STREET IMPROVEMENTS TO REPAIR AND IMPROVE THE SIDEWALK AND ADJACENT AREAS ON TELFAIR STREET WHICH WAS THE SUBJECT OF SAID LITIGATION SO AS TO ENSURE ITS SAFETY FOR USE BY THE GENERAL PUBLIC; AND FOR OTHER PURPOSES.

WHEREAS, Plaintiff filed a complaint against the City of Macon alleging claims for injuries Plaintiff says she sustained when Plaintiff fell in a hole in the sidewalk on Telfair Street on January 20, 2011, as set forth in Bibb County Superior Court Civil Action No. 13CV58568; and

WHEREAS, after extensive investigation and discovery, the parties to the civil action desire to settle all claims without further expense; and

WHEREAS, Plaintiff has agreed to settle all claims against the City of Macon, Georgia in exchange for the sum of Thirty Thousand Dollars ($30,000.00); and

WHEREAS, Plaintiff has agreed to release Defendant City of Macon from any and all claims arising out of the matters at issue in Bibb County Superior Court Civil Action No. 13CV58568; and

WHEREAS, Plaintiff will dismiss with prejudice Bibb County Superior Court Civil Action No. 13CV58568; and

WHEREAS, each party shall be responsible for its own attorney’s fees; and

WHEREAS, it is in the best interests of Macon-Bibb County, Georgia to resolve this matter pursuant to the terms expressed herein and the County Attorney has recommended that it pay the amount of $30,000.00 to Plaintiff to settle all claims of Plaintiff against the City of Macon, Georgia arising out of the alleged facts and that the matter be resolved without further costs and expenses of litigation; and

WHEREAS, the City of Macon, Georgia and Macon-Bibb County, Georgia admit no liability; and

WHEREAS, the Macon-Bibb County Commission further believes it is in the best interest of Macon-Bibb County, Georgia to authorize the Macon-Bibb County Engineering and
Public Works Departments to repair and improve the sidewalk and adjacent areas on Telfair Street which gave rise to the subject litigation so as to help ensure the safety of the general public; and

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

Section 1.

The Macon-Bibb County Commission authorizes settlement of the referenced claims and civil action of Geraldine Polite for the sum of Thirty Thousand Dollars ($30,000.00). Said payment shall be with funds available for the settlement of claims from the County Attorney’s office. The County Attorney is authorized to execute all other documents necessary to implement this settlement and to take all further actions necessary to carry out the intents and purposes of this Resolution.

Section 2.

The Macon-Bibb County Commission authorizes the Macon-Bibb County Engineering and Public Works Departments to use SPLOST funds designated for road and street improvements to repair and improve the sidewalk and adjacent areas on Telfair Street which gave rise to the subject litigation so as to help ensure the safety of the general public.

Section 3.

This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of ________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

(SEAL) Attest:

JEAN S. HOWARD, Clerk of Commission
Tuesday, May 26, 2015
MACON - BIBB COUNTY COMMISSION WORK SESSION

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. URBAN REDEVELOPMENT PLAN  
2. BLIGHT UPDATE