MACON-BIBB COUNTY COMMISSION

COMMITTEE MEETING SCHEDULE

TUESDAY, May 27, 2014

9:00 A.M.

LARGE CONFERENCE ROOM

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

Note: Depending on the amount of time required for each Committee, the meeting times are tentative. Committees may meet sooner or later than time indicated above.
Tuesday, May 27, 2014
OPERATIONS AND FINANCE COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. APPROVAL OF MINUTES FROM MEETING ON MAY 13, 2014

Meeting: May 27, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-13-2014.pdf (22 KB)

Subject: B. APPROVAL OF MINUTES FROM MEETING ON MAY 16, 2014

Meeting: May 27, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-16-2014.pdf (12 KB)

2. RETIREMENTS

Subject: A. APPROVAL OF RETIREMENTS

Meeting: May 27, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. RETIREMENTS
Access: Public
Type: Action
3. AGREEMENT WITH CANA COMMUNICATION FOR 455 WALNUT STREET

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CANA COMMUNICATIONS TO PROVIDE AND INSTALL ACCESS CONTROL, SECURITY AND VIDEO SURVEILLANCE SYSTEMS OF THE NEWLY RENOVATED BUILDING LOCATED AT 455 WALNUT STREET, MACON GEORGIA THAT WILL BE OCCUPIED BY THE MACON-BIBB COUNTY TAX COMMISSIONER’S OFFICE

Meeting: May 27, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENT WITH CANA COMMUNICATION FOR 455 WALNUT STREET

Access: Public

Type: Action

Recommended Action: Approval of Agreement

File Attachments
5-27-2014 - 455 Walnut Street property.pdf (736 KB)

4. FT. HAWKINS TELECOMMUNICATIONS PROVIDER

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH A TELECOMMUNICATIONS PROVIDER TO PROVIDE TELEPHONE SERVICE AND INTERNET SERVICE FOR THE FORT HAWKINS VISITOR’S CENTER BUILDING LOCATED AT 736 EMERY HIGHWAY, MACON, GA.

Meeting: May 27, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 4. FT. HAWKINS TELECOMMUNICATIONS PROVIDER

Access: Public

Type: Action

Recommended Action: Approval

File Attachments
5-27-2014 - Fort Hawkins - Telecommunications Service.pdf (661 KB)

5. JUSTICE ASSISTANCE GRANT

6. SUPPLEMENTAL BUDGET REQUESTS

Subject: A. AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $10,000 FROM COMMISSARY FUND TO PROVIDE EQUIPMENT FOR THE JAIL
B. AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $60,000 FROM COMMISSARY FUND TO REPLACE GRAPHICS ON PATROL CARS

C. AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $1,200 FROM FUND BALANCE TO INTERNAL AUDIT OPERATING BUDGET

7. TRANSFER OF FUNDS REQUESTS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

May 13, 2014

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

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins
Commissioner Mallory Jones
Commissioner Ed DeFoe
Commissioner Al Tillman
Judd Drake, County Attorney
Sheila Thurmond, Clerk of the Commission
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Crystal Jones, Sr. Asst. County Attorney
Wanzina Jackson, ECD
Sam Henderson, Executive Asst. to the Mayor
Jim Thomas, Exec. Director, Planning & Zoning
Dave Fortson, Director of Engineering
James Bumpus, Director of Small Business
Andrea Crutchfield, Chief Appraiser
Dale Walker, County Manager
Opie Bowen, Asst. County Attorney
Tom Buttram, Director, Business Development

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGB, TV

VISITORS/GUESTS:
Clifford Whitby, Chairman, Industrial Authority
Kevin Brown, Attorney for the Industrial Authority
Ed Sell, Sell and Melton
Tom Hill, Sheridan Solomon and Associates
Brian Nichols, Taste and See
Hal Baskin, NewTown Macon
Laura Mathis, Middle Georgia Regional Commission
Bob Colverd, Roundstone Development
Clay Murphey, SPLOST Project Manager
Adah Roberts
Lauren Benedict
Crystal Gailard

1. Approval of Minutes

A. Approval of Minutes from April 17, 2014 and April 22, 2014

ACTION:

On Motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Lucas, and Bechtel voting in the affirmative, the minutes of the April 17, 2014 and April 22, 2014 Meetings were approved.
2. Appeal by Mt. Sinai Church

**ACTION:**

*On Motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Lucas, and Schlesinger voting in the affirmative, the request by Mt. Sinai Church for exemption of taxes for duplexes owned by the church was denied as it did not meet the requirements for exempt property under GA Code 48.5, Section 40 and 41 which states parcels which are “owned by religious groups and used only for single-family residences when no income is derived from the property”.*

3. Appointment to Macon General Employees Retirement Committee

**ACTION:**

*On Motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried four to one with Commissioners Bechtel, and Watkins voting in the affirmative, the resolution to appoint Lauren Benedict as the Post Seven (7) Citizen Member of the Retirement Committee for Division A of the Macon – Bibb County Pension and Retirement Systems was approved. Commissioner Lucas was not present during the vote.*

4. Consultant Agreement for Mid – City Square Conceptual Design

Mayor Reichert stated that T.Y. Lin International is the same company that is presently working to design Second Street. He continued that when the City was established the alternating streets were designed to have a center median. The City is presently in talks with the property owners on all four corners of the proposed Mid-City Square. Two of the owners are in agreement to sell and negotiations are continuing with the two remaining owners. Commissioners Tillman and Shepherd stated that they had been contacted by Mr. Wilson of Wilson Electronics about his reluctance to sell. Mayor Reichert stated that they would continue negotiations with Mr. Wilson.

Commissioner Lucas stated she would like to see a representative map of all activity regarding SPLOST projects and other projects that are currently in the works. Commissioner Shepherd stated that this might be accomplished by using the GIS system. Clay Murphey stated that he would be happy to develop a map and present to all Commissioners so they may use them during their district meetings.

**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 Authorizing and Approving a Consulting Agreement Between Macon-Bibb County and T.Y. Lin International, Inc. of Four Thousand Nine Hundred and Fifty and 00/100 ($4,950.00) for Professional Consulting Services for the Mid-City Square Conceptual Design Project was approved.*

5. Partial Portion of New Street Lane To Be Sold to Adjoining Owner

Mr. Ed Sell, III of Sell and Melton stated that the closing of Hemlock Street Lane would allow the Medical Center to build a parking garage for employees and visitors.
ACTION:

On Motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger Bechtel, and Watkins voting in the affirmative, the Resolution Of The Mayor and the Macon-Bibb County Commission, Authorizing the Mayor to Sell A partial Portion of New Street Lane Consisting of 2,086 Square Feet to the Adjoining Owner for No Less than Fair Market Value ($29,204); Authorizing the Mayor To Execute A Quit Claim Deed and Any Other Necessary Documents To Effect The Sale of Said Property was approved.

6. Sell and Close Alley Known As Clieft Drive To Adjoining Owner

Crystal Jones stated that the adjoining property owner was interested in purchasing the property. The alley is actually overgrown with trees and shrubbery and is not a usable alley. Mr. Moses Jackson owns the property on both sides of the alley. The alley was intended to provide access to eight lots but was not opened or put into use.

ACTION:

On Motion of Commissioner Lucas, seconded by Commissioner Bechtel and carried unanimously with Commissioners Shepherd, Schlesinger and Watkins voting in the affirmative, the Resolution of the Mayor and the Macon-Bibb County Commission Authorizing the Mayor to Sell and Close An Alley Known as Clieft Drive Consisting of 18,534 Square Feet to the Adjoining Owner for No Less Than Fair Market Value ($18,534); Authorizing the mayor to Execute a Quit Claim Deed and Any Other Necessary Document To Effect The Sale of Said Property was approved.

7. Sell A Portion of Second Street Lane to Adjoining Owner

Mr. Brian Nichols, the owner of Taste and See, addressed his desire to purchase a portion of the Second Street Lane. Mr. Nichols stated that he would like to turn the alley into an outdoor dining area. The alley is in bad condition now with torn asphalt and debris. Dave Fortson stated that presently the alley is not used to access any areas.

ACTION:

On Motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd, and Watkins voting in the affirmative, the Resolution Authorizing the Mayor To Sell A Portion of Second Street Lane Consisting of 2,085 Square Feet To the Adjoining Owner For No Less Than Fair Market Value ($9,350) and Authorizing The Mayor To Execute A Quit Claim Deed and Any Other Necessary Document To Effect The Sale of Said Property was approved.


ACTION:

On Motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd, and Watkins voting in the affirmative, the Ordinance of the Macon-Bibb County Commission Granting A Franchise To Southern Rivers Energy was approved.
9. Reduction of Lien on 2857 Mercer University Drive

Tom Buttram stated that the building was issued a stop work order in 1998 but work continued on the building. The work apparently was done by church members. When the roof struts were installed they were lifted incorrectly causing damage to the joints. The building was discovered to have major structural damage to the roof in January of 2011 and was determined to be an imminent hazard. The building was closed at that time. The Church filed a claim with the property insurance company but the company refused to pay for the necessary repairs. During the dispute, the roof collapsed. Due to the danger at the site, the Macon-Bibb County Public Works Department demolished the building at a cost of $13,605.81. The Church has reached a compromise settlement with the insurance company and has requested that Macon-Bibb County accept $2,500 on the lien placed on the building. Mr. Buttram stated that the $13,605.81 was the actual cost for the demolition and believe these costs were justified.

ACTION:

Commissioner Watkins moved to reduce the amount that Corner Stone Missionary Baptist Church would pay on the lien to $1,000.

Commissioner Lucas stated that before she could second this motion she would like to know if the City was culpable for the liens.

Commissioner Lucas moved to table the motion until the culpability issue could be investigated. Commissioner Shepherd seconded the motion.

Commissioner Bechtel stated that he would like for everyone to remember that this was an issue whereby the Church had offered a settlement which by all accounts seemed reasonable. He continued that with the new budget concerns, the Commission must use caution where issues with money are concerned.

Commissioner Watkins withdrew his motion to reduce the amount to $1,000.

Commissioner Lucas withdrew her motion to table the issue and Commissioner Shepherd withdrew his second.

On motion of Commissioner Watkins, seconded by Commission Lucas and carried unanimously, with Commissioners Bechtel, Shepherd and Schlesinger voting in the affirmative, the Resolution of the Macon-Bibb County Commission to Reduce The Amount of the Lien Placed on Property Located at 2857 Mercer University Drive Due To Demolition Costs Incurred by Macon-Bibb County in the Amount of $13,605.81 was approved. The reduced amount is $2,500.00.

10. Grants for Summer Internship Program

ACTION:

On motion of Commissioner Watkins, seconded by Commission Lucas and carried unanimously, with Commissioners Bechtel, Shepherd and Schlesinger voting in the affirmative, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of Two Summer 2014 Georgia County Internship Program Grants In The Total Amount Of $4,000 From The ACCG Civic Affairs Foundation That Have Been Awarded To The Office Of The Public Defender To Fund Two Internships With The Macon Circuit Public Defenders Investigative Intern Clinic For The 2014 Summer Term, was approved.
11. Agreement with Davenport & Company, LLC

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commission Lucas and carried unanimously, with Commissioners Bechtel, Shepherd and Schlesinger voting in the affirmative, the Resolution of the Macon-Bibb County Commission Authorizing the Mayor To Execute An Agreement with Davenport & Company, LLC for Financial Advisory Services, in Substantially The Same Form As Attached Hereto as Exhibit “A”, was approved.*

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

Shelia Thurmond, CCC  
Clerk of the Commission
OPERATIONS AND FINANCE COMMITTEE

MINUTES

May 16, 2014

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

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert (arrived late)
Mayor Pro Tem Bert Bivins
Commissioner Mallory Jones
Commissioner Al Tillman
Judd Drake, County Attorney
Sheila Thurmond, Clerk of the Commission
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Dale Walker, County Manager
Julie Moore, Asst. to the County Manager
Karen McDuffie, Budget and Finance Manager
Amanda Reagan, Budget & Finance Department
Gail Kohler, Budget & Finance Department
Megan McMahon, Asst. Director, Finance Depart.

Commissioner Bechtel called the meeting to order at 8:00 a.m. He stated the purpose of the meeting was to garner the process that the Budget and Strategic Planning Office used to develop the FY2015 budget.

Dale Walker addressed the charges in the Charter regarding the budget. He stated that the Charter requires that the administration have a balanced budget that they present to the Commission six weeks in advance. The budget was developed using the best business practices and was designed to stabilize the new government. It was important not to use the Fund Balance. The Mayor’s desire was to eliminate property taxes for City residents over a two year period and this was calculated in the revenue number.

Mr. Walker continued that property taxes comprise a large portion of the revenue at $74,785,000 while sales tax brings in an estimated $35,000,000. The franchise fees have increased due to bringing funds in from the unincorporated area.

Julie Moore addressed the expenditures. She stated that the team was comprised of the staff from the Budget and Strategic Planning Office and Dale Walker and that they had worked for four months to combine expenses from the City and County and come up with a figure that would make the budget revenue neutral. The team determined that the required amount for general services is $147,000,000. The team looked at all vacancies and determined that only vacancies in the Sheriff’s Office and the Fire Department would be filled. They also reviewed part-time employees. She addressed how the outside agencies were funded. Health services includes the Health Department, Rivers Edge and the Medical Center’s Indigent Care. She stressed that all government.
departments would be running on a shoe string budget this year with cuts to their travel and operating expenses included. Commissioner Bechtel stated that he would like to see a detailed presentation of the Capital Improvement Program and if these would be paid through bonds or the SPLOST funds. Ms. Moore continued that in FY2015 all employees will remain employed and there would most likely be no cuts to personnel unless the sales tax revenue falls dramatically. Commissioner Lucas stated that she wanted to be assured that if cuts became necessary that top administrative people would be considered and not just mid-level and low-level employees. Commissioners Watkins and Lucas stated that at the meeting where the organizational charts were approved, they were promised a detail organization chart with names and positions. They would like to have these before proceeding with the approval of the budget. Commissioner Lucas also would like to know what is mandated for the courts vs what is desired and also if there are unfunded mandates.

Commissioner Bechtel stated that there are several departments that are not self-sufficient such as Bowden Golf Course. He would like to see Doc Dougherty or the Director of Bowden develop a Business Plan. Commissioner Tillman stated that he would like to see the snack bar open and he knew of someone who was interested in entering a contract for operating the snack bar. Mr. Walker asked that they contact him.

Commissioners Bechtel, Bivins and Watkins are concerned that many outside agencies were cut to zero rather than a gradual cut over a few years until they reach a zero amount from the government. Commissioner Bechtel asked if Ms. Moore and Mr. Walker would work to see if they could tweak the budget to include some funds for these agencies.

Commissioner Bechtel stated that if there were no other questions, he would like a motion to add an item to the agenda.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins and Bechtel voting in the affirmation, the Sheriff Departments' Transfer Request was added to the agenda.*

**ACTION:**

*On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel and Shepherd voting in the affirmative, the Transfer Request moving $12,500 from Energy, Utilities, and Fuel and Lubricants to Repair and Maintenance of Software to cover maintenance of power DMS Software was approved.*

Commissioner Bechtel stated that he would like a list of items the Commissioners had requested and that these items would be distributed to the Commissioners in a timely manner. He continued that the date to approve the budget had been set for June 16th but would like to set another meeting soon after the list of items have been obtained and reviewed by the Commissioners.

There being no further business, the meeting was adjourned at 9:20 a.m.

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Shelia Thurmond, CCC
Clerk of the Commission

May 16, 2014
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CANA COMMUNICATIONS TO PROVIDE AND INSTALL ACCESS CONTROL, SECURITY, AND VIDEO SURVEILLANCE SYSTEMS FOR THE NEWLY RENOVATED BUILDING LOCATED AT 455 WALNUT STREET, MACON, GEORGIA 31021 THAT WILL BE OCCUPIED BY THE MACON-BIBB COUNTY TAX COMMISSIONER'S OFFICE, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, Cana Communications is an electronic equipment and system integration service company based out of Kennesaw, Georgia; and

WHEREAS, Cana Communications is the current provider of the access control, security, and video surveillance equipment currently in use in the majority of Macon-Bibb County governmental properties; and

WHEREAS, renovation is nearing completion for the building located at 455 Walnut Street, Macon, Georgia 31021 that will be occupied by the Macon-Bibb County Tax Commissioner's Office; and

WHEREAS, allowing Cana Communications to install access control, security, and video surveillance equipment in the newly renovated building will allow the security equipment installed in the Tax Commissioner's Office to be connected to the centralized access control data base system located in the Macon-Bibb County Courthouse; and

WHEREAS, the approximated cost for the equipment and installation services to be provided by Cana Communications have been estimated at fifty-nine thousand seven hundred and fifty-eight dollars ($59,758.00); and

WHEREAS, this amount has previously been budgeted for and included in the construction costs associated with the renovation of the aforementioned property; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Cana Communications to provide and install access control, security, and video surveillance systems for the newly renovated building located at 455 Walnut Street,
Macon, Georgia 31021 that will be occupied by the Macon-Bibb County Tax Commissioner's Office.

SO RESOLVED this _____ day of ___________________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
Proposal to Provide and Install New Access Control, Security and Video Surveillance Systems

MaconBibb Tax Commissioners Building
455 Walnut Street
Macon, GA. 31021

March 17, 2014
This proposal is to provide and install "turnkey" access control, security and video surveillance systems for the Macon-Bibb County Tax Commissioners Office. This proposal takes into account that the access control system for the Tax Commissioners Building will be connected to the centralized access control database in the Bibb County Courthouse. We are recommending Honeywell Pro Watch Access Control, Honeywell Vista Security, Honeywell MaxPro NVR and Honeywell 1080p OnVif compliant IP cameras as a basis for the design. Key components and installation requirements include:

**Access Control**

1. Controller to connect to main ACDB in the courthouse
2. Input Board
3. Reader Boards
1. Enclosures for Access Control
1. Power Supply for Access Control Enclosure
1. Daisy Chain Cable
3. Card Readers
2. Key Pads
20. Surge Protectors for access control
1. Wireless Panic System
8. wireless panic buttons
2. Automatic Request to Exit Devices
3. Request to Exit Buttons
2. 1000 foot reels of access control cable

All door hardware required for securing doors is included

2. Magnetic Locks for interior doors
5. Magnetic Locks for Egress doors
1. Power Supply for Lock Power
Security
1  Vista Security Alarm Panel
1  6160 Key Pad
2  sirens
2  Door Contacts
6  Motion Detectors
6  Glass Break Detectors
3  1000 foot reels of 22/4, and 22/2 Security Cable

Video Surveillance
9  1080p IP, Honeywell POE cameras
1  16 port POE Switch
1  16 port Honeywell NVR for IP Cameras
4  1000 foot reels of CAT6 Ethernet cable
1  Viewing software on to be installed one Bibb County issued and maintained computer
2  32 inch LED, 1080p TV's with connectivity back to the NVR
18  Web Cameras for Monitoring Transactions

* Assuming that the drive through cameras can be re-used
1  analog DVR for drive through cameras
1  19 inch monitor for the analog DVR

Price $59,758
About Cana

Founded in 1983, and based in Kennesaw, GA., Cana Communications is a leader in providing electronic equipment and system integration services. The company has the design, technical and management expertise to effectively and efficiently complete electronic system integration projects of any size and complexity. Our employees bring extensive training and years of experience to serve our clients during all phases of a project, from initial design to the routine maintenance and service required of any electronic system. The company’s technicians are NICET certified, factory trained and authorized to program, integrate, maintain and service the components of any system we design and install. We are recognized experts in enterprise level fire alarm, IP voice/data communications, IP security, IP sound and IP video distribution systems. With over 30 years of experience, we have the expertise to ensure all technology solutions meet customer specified and local code requirements.
<table>
<thead>
<tr>
<th>Construction Costs</th>
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<tbody>
<tr>
<td>Construction Cost</td>
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<td>16,725 SF = $39.92 / SF</td>
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<td>Change Orders to-date</td>
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<td>Security Package (CANA)</td>
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<td>Floorcoverings (contract)</td>
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<td>Contingency</td>
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<td>A/E Fees &amp; Reimbursables</td>
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<td><strong>Total Construction Costs &amp; Fees</strong></td>
<td>$943,300</td>
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<table>
<thead>
<tr>
<th>Soft Costs</th>
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<tr>
<td>Environmental Remediation (Preston Testing)/(GEC)</td>
<td>$10,950</td>
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<td>Furnishings (Wade McCord)</td>
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<tr>
<td>Equipment (Wade McCord)*</td>
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<tr>
<td>NEMO-Q System</td>
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<td>IT (Grant Faulkner)</td>
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<td>Other</td>
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<td>Multi-Vista</td>
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<td>Relocation (nic)</td>
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<td>Bond Fees, Legal, etc.</td>
<td>$7,182</td>
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<td>Surveys, etc. (D&amp;G)</td>
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<tr>
<td>Contingency @ 5%</td>
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<tr>
<td><strong>Total Soft Costs</strong></td>
<td>$1,216,429</td>
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**GRAND TOTAL**

Construction Time - 3 to 4 months
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH A TELECOMMUNICATIONS PROVIDER TO PROVIDE TELEPHONE SERVICE AND INTERNET SERVICE FOR THE FORT HAWKINS VISITOR'S CENTER BUILDING, LOCATED AT 736 EMERY HIGHWAY, MACON, GEORGIA 31217; AND FOR OTHER PURPOSES.

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

WHEREAS, the Fort Hawkins Visitor’s Center is owned by Macon-Bibb County:

WHEREAS, the Commission has previously authorized a resolution to allow the Mayor to execute an agreement with the Georgia Power Company to provide electric service and an agreement with the Macon Water Authority to provide water service to the Fort Hawkins Visitor’s Center; and

WHEREAS, in order to have the Fort Hawkins Visitor’s Center operate efficiently, the building will need to be optimized for telecommunications services, specifically telephone service and internet service, in order to achieve maximum productivity; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with a telecommunications provider to provide telephone service and internet service for the Fort Hawkins Visitor’s Center Building, located at 736 Emery Highway, Macon, Georgia 31217.

SO RESOLVED this _____ day of ______________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
A Resolution of the Macon-Bibb County Commission
Authorizing the Mayor to Execute an Agreement with a
Telecommunications Provider to Provide Telephone Service and
Internet Service for the Fort Hawkins Visitor's Center
Building, located at 736 Emery Highway, Macon, Georgia 31217;
And for Other Purposes.

Referral to the Committee on ________________
Date: ________________

Report

<table>
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<tr>
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<th>No</th>
<th>Abstain</th>
<th>Absent</th>
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Approved as to Form for County Attorney by

Opie D. Bowen
Assistant County Attorney

VOTE

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<th></th>
<th>Yes</th>
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<tr>
<td>Mayor Reichert</td>
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</table>

Total:
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $10,000 FROM COMMISSARY FUND TO PROVIDE EQUIPMENT FOR THE JAIL.

Purpose: To appropriate Commissary funds for replacement of boiler for the detention center.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the City and to implement the policies of the governing body.

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this ______ day of __________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: __________________________
Clerk of Commission
Macon-Bibb County
January 1, 2014 to June 30, 2014
Budget Amendment

**Amendment Number:**

**Supplemental Department:**

**Sheriff Commissary Fund**

**Administrative**

(check a box)

**Date of Request:** 4/29/2014 **Department:**

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**Reason for Transfer:**

Funds approved in the Sheriff Commissary Fund for FY 2014 Capital Outlay for the Bibb County budget for the replacement of a Boiler for the Detention Center at 643 Hazel Street. This Boiler is aged and no longer working properly. It was installed when the Detention Center was built 9 years ago.

No requisition was entered before December 31, 2014. Fund Balance is able to cover this need.

**Approvals:**

- **Department Head Initials/Date:**
  - Initials:
  - Date: 2014
- **Budget Officer Initials/Date:**
  - Initials:
  - Date: 2014
- **County Manager Initials/Date:**
  - Initials:
  - Date: 2014
- **Finance Complete Transfer Initials/Date:**
  - Initials:
  - Date: 2014

**Notes to file:**
Macon-Bibb County
January 1, 2014 to June 30, 2014
Budget Amendment

Date of Request: 5/13/2014
Department: ____________

Transfer From:

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<th>Account Title</th>
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Total 60,000.00

Reason for Transfer:
Appropriate funds to change the graphics on 161 marked former Macon Police Department vehicles, excluding those marked for replacement in FY 2015, to show Bibb County Sheriff’s Office, as opposed to Macon Police Department. This is crucial as the Macon Police Department no longer exists. Funds are available in the Commissary Fund balance for this work.

Approvals:

Department Head Initials/Date: [Signature] 5/13/14 2014
Budget Officer Initials/Date: 2014
County Manager Initials/Date: 2014
Finance Complete Transfer Initials/Date: 2014

Notes to file:
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $60,000 FROM COMMISSARY FUND TO REPLACE GRAPHICS ON PATROL CARS.

Purpose: To appropriate Commissary funds for replacement of 161 marked former Macon Police Department Vehicles.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the City and to implement the policies of the governing body.

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this ______ day of __________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________________
     Clerk of Commission
May 15, 2014

Ms. Julie Moore  
Director of Strategic Planning & Budget  
Macon-Bibb  
700 Poplar Street  
Macon, GA 31201

Dear Julie:

Please consider this letter as my request to have the accompanying supplemental appropriation request added to the Commission Finance Committee agenda for FY 2014 at your earliest convenience. As the Macon Police Department no longer exists, it is essential that we have the marked Patrol car graphics changed to Bibb County Sheriff's Office graphics. The accompaniments explain what we desire to do.

Please let me know if we need to discuss.

Sincerely,

David J. Davis  
Sheriff of Bibb County

Accompaniments

C: Chief Russell Nelson  
   Danny Thompson  
   Deborah Martin
May 5, 2014

Nyesha Daly
Director of Purchasing
Macon-Bibb
P. O. Box 247
Macon, GA 31202-0247

Dear Nyesha:

Please consider this letter as my request for a "Request for Quote" for graphics on former Macon Police Department marked Patrol cars. This will include all current marked former MPD Patrol cars, except the cars identified and submitted with the Sheriff's Office capital outlay budget proposal for replacement in FY 2015.

There are 161 cars total for this work. Of this total, 107 are Ford Crown Victoria(s), 38 are Dodge Chargers, and 16 are Ford Interceptors. All of the current MPD graphics on these cars will be removed by Sheriff's Office personnel. Sheriff's Office personnel will then make the cars available and will deliver to the chosen vendor(s) for the work to be described below. The selected vendor(s) may also perform their work at the Sheriff Office facilities. It may be advantageous to use multiple vendors for this work given the large number of vehicles and the desire to finish these in as timely a manner as possible.

Each car will have graphics added as shown on the attachments for the Ford Crown Victoria, the Dodge Charger, and the Ford Interceptor in the same color and design scheme.

We will go ahead and prepare documentation for the Commission's review to fund the estimated price of this work. We realize that given the time span remaining in FY 2014 and the fact that Sheriff's Office personnel must first remove current graphics from these cars that this work will spill over into FY 2015. Ideally, a purchase order will be issued for the cost of all this work during FY 2014.
Please contact Chief David Montford at telephone number 621-5500 if you have questions on the scope of the work to be done or the availability of the vehicles.

Thank you for all your efforts on our behalf.

Sincerely,

[Signature]

David J. Davis
Sheriff of Bibb County

Accompaniments

C: Chief Russell Nelson
   Chief David Montford
   Colonel Mike Carswell
   Danny Thompson
   Deborah Martin
   Doreen Eitmann
   Mark Schultz
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $1,200 FROM FUND BALANCE TO INTERNAL AUDIT OPERATING BUDGET.

Purpose: To appropriate $1,200 from fund balance to fulfill operational duties of the department originally budgeted in the first half of the year.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the City and to implement the policies of the governing body.

BE IT ORDAINED by the Commission of Macon-Bibb County, Georgia, and it is hereby so ordained by the authority of the same that the additional sums of money itemized on the pages to follow, attached hereto as No. 1, for the various operations of Macon-Bibb County be hereby appropriated, and those sums in parentheses are hereby disappropriated for the line item appearing opposite same.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this _______ day of __________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
Clerk of Commission
### Macon-Bibb County

January 1, 2014 to June 30, 2014

Supplemental Budget Amendment

**Date of Request:** 4/9/2014  
**Department:**  
**Internal Audit**  
**Administrative**

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**Total** 1,105.88

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**Total** 1,105.88

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**Reason for Transfer:**

Expenses will be needed to fulfill operational duties of the department during the 3rd and 4th quarters of fiscal year 2014.  
Expenses were originally projected to occur during the 1st half of fiscal year 2014 when the budget was originally prepared.

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**Approvals:**

- **Department Head Initials/Date:**  
  [Signature]  4/9/2014  
- **Budget Officer Initials/Date:**  
  [Signature]  4/9/2014  
- **County Manager Initials/Date:**  
  [Signature]  4/9/2014  
- **Finance Complete Transfer Initials/Date:**  
  [Signature]  4/9/2014

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**Notes to file:**
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Tuesday, May 27, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. Approval of Minutes

Subject                  A. Approval of Minutes from meeting on April 22, 2014
Meeting                  May 27, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category                 1. Approval of Minutes
Access                   Public
Type                     Minutes

File Attachments
5-13-2014.pdf (15 KB)

2. A.L. MILLER HIGH SCHOOL VILLAGE

Meeting                  May 27, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category                 2. A.L. MILLER HIGH SCHOOL VILLAGE
Access                   Public
Type                     Action

File Attachments
5-27-2014 - A L Miller Village LP 2.pdf (598 KB)

3. HUNT SCHOOL PARTNERS
4. MACON GARDENS APARTMENT FINANCIAL SUPPORT

A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $250,000.00 TO TBG MACON GARDENS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF MACON GARDENS

Meeting: May 27, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 4. MACON GARDENS APARTMENT FINANCIAL SUPPORT

File Attachments
5-27-2014 - Financial Support of TBG Macon Gardens LP.pdf (552 KB)

5. STERLING HEIGHTS

A. REQUEST FROM MARTIN RILEY ASSOCIATES FOR SUPPORT OF GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS LOW INCOME HOUSING CREDITS FOR CONSTRUCTION OF STERLING HEIGHTS

Meeting: May 27, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. STERLING HEIGHTS

File Attachments
5-27-2014 - STERLING HEIGHTS SENIOR APARTMENTS.pdf (1,585 KB)

6. HOME INVESTMENT PARTNERSHIP

A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SUPPORT THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT IN ENTERING INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH AND PROVIDING UP TO $550,000 OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO GEORGIA BEHAVIORAL HEALTH SERVICES TO CONTRACT TWO SUSTAINABLE GROUP HOMES
7. LAND BANK AUTHORITY

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION, HOLDING, MAINTENANCE, AND CONVEYANCE OF TWO (2) PROPERTIES FOR FUTURE REDEVELOPMENT PURPOSES WITH ONE (1) PROPERTY BEING LOCATED AT 3360 MERCER UNIVERSITY DRIVE, MACON, GEORGIA AND ONE (1) PROPERTY BEING LOCATED AT 3366 MERCER UNIVERSITY DRIVE, MACON GEORGIA

Meeting: May 27, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 7. LAND BANK AUTHORITY
Access: Public
Type: Action

File Attachments:
5-27-2014 - Land Bank Authority.pdf (1.186 KB)

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8. EXECUTIVE SESSION

Subject: A. EXECUTIVE SESSION REGARDING PURCHASE, DISPOSAL OF OR LEASE OF PROPERTY

Meeting: May 27, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 8. EXECUTIVE SESSION
Access: Public
Type: Discussion

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ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

May 13, 2014

The Economic and Community Development Committee was called to order at 10:07 a.m. by Committee Chairman Schlesinger.

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

OTHERS PRESENT:  
Mayor Robert A. B. Reichert  
Mayor Pro Tem Bert Bivins  
Commissioner Gary Bechtel  
Commissioner Mallory Jones  
Commissioner Scotty Shepherd  
Crystal Jones, Sr. Asst. County Attorney  
Shelia Thurmond, Clerk of the Commission  
Charles Coney, Asst. County Manager  
Steve Layson, Asst. County Manager  
Jean Howard, Asst. Clerk of the Commission  
Janice Ross, Training and Events Coordinator  
Jim Thomas, Exec. Director, Planning & Zoning Comm.  
James Bumpus, Director of Small Business Affairs  
Wanzina Jackson, Director of ECD  
Dale Walker, County Manager  
Opie Bowen, Asst. County Attorney

NEWS MEDIA:  
Jim Gaines, The Telegraph  
Ron Wildman, WPGA TV

VISITORS/GUESTS:  
Kevin Brown, Attorney for Industrial Authority  
Clifford Whitby, Chairman, Industrial Authority  
Laura Mathis, Regional Commission  
Adah Roberts  
Chris Bryd, Oracle Design Group  
Mark Wright, Oracle Design Group  
Edward Harris, Beneit Group  
June Parker, Macon Housing Authority  
Anthony Hayes, Macon Housing Authority  
George Greer, Macon Housing Authority  
Tom Hill, Sheridan Solomon and Associates  
Crystal Gallard

1. Approval of Minutes from meeting on April 22, 2014

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Lucas, and DeFore voting in the affirmative, the minutes of April 22, 2014 were approved.

2. Applications for Low Income Housing Tax Credit

A. Presentation by the Oracle Design Group – A. L. Miller High School

Mr. Mark Wright with The Oracle Design Group presented their plan to rehab the A. L. Miller High School for 62 one, two, and three bedroom units, along with nine single family homes on
the eleven acre site on Montpelier Avenue. The proposed construction budget is $9.23 Million. Oracle Design Group will apply for the Department of Community Affairs Low Income Housing Tax Credit and requested that Macon-Bibb County contribute $650,000 in renovations to roadways and blighted areas around the proposed development. Mr. Wright continued that they had a presentation with the Board of Education on Thursday night to seek approval to purchase the building.

B. Presentation by Roundstone Development – Hall Road

Bob Colvard with Roundstone Development presented the proposed plan for a low income housing project. Mallard Lakes will be developed on Hall Road and will be 100% affordable housing units with 92 Residential units consisting of one, two, three and four bedroom units. The total development costs will be $12 Million. Roundstone Development will apply for the Department of Community Affairs Low Income Housing Tax Credit. If the project is selected, construction will begin in mid-May 2015 with leasing beginning in July 2016. Mr. Colvard encouraged the Commission to approve all four of the proposed projects so as to increase the chances of having one or more approved.

C. A Resolution of the Macon-Bibb County Commission to Support Hunt School Partners, L.P. and Its Application for Low Income Housing Tax Credits To Acquire and Redevelop the Former Henry A. Hunt Elementary School Property Located at 990 Shurling Drive in Macon-Bibb County, Georgia.

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Watkins and DeFore voting in the affirmative, the Resolution to support Hunt School Partners, L.P. and its application for low income housing tax credits to acquire and redevelop the former Henry A. Hunt Elementary School property, was approved. Mayor Reichert noted that this was an endorsement of the project only and that no financial support was associated.

D. A Resolution of the Macon – Bibb County Commission to Support the Benoit Group, LLC to Redevelop Macon Gardens Property Located at 3601 Mercer University Drive

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Watkins and DeFore voting in the affirmative, the resolution of the Macon-Bibb County Commission to support the Benoit Group LLC to redevelop Macon Gardens Property located at 3601 Mercer University Drive, was approved. Mayor Reichert noted that this was an endorsement of the project only and that no financial support was associated.

3. Draft Agreement for Workforce Development

This is the Chief Local Elected Officials Agreement with Payne City under Workforce Development. The Mayor has been selected as the Chief Local Elected Official and will provide general oversight over the local workforce investment system. He will appoint Workforce investment board members, review and approve the local plan and the budget for the local WIA funds.
ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Watkins and DeFore voting in the affirmative, the resolution authorizing the Mayor to execute the Chief Local Elected Officials (CLEO) agreement between Macon-Bibb County, Georgia and the town of Payne City, Georgia under the Workforce Investment Act, was approved.

4. Modify Urban Redevelopment Plan

Mayor Reichert explained that the Urban Redevelopment Plan was modified to include adjacent properties with similar characteristics that fit logically within the 2011 plan. The staff has identified some areas that needed to be improved that were not included in the previous plan. This also will aid several of the companies applying for the Low Income Housing Tax Credits as the property they plan to renovate needed to be in the Urban Redevelopment Plan.

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Watkins and DeFore voting in the affirmative, the resolution to modify an Urban Redevelopment Plan for one or more slum, blighted or underdeveloped areas within Macon-Bibb County pursuant to the provisions of the Urban Redevelopment Law (O.C.G.A. Section 31-6-1 and following); to promote the public health, safety and welfare, was approved.

5. Appointments to the Macon –Bibb County Industrial Authority

Mayor Reichert stated that there was a need to amend the method of appointments to the Macon – Bibb County Industrial Authority. Previously the appointments included the Chairman of the Board of Commissioners and the Mayor. With consolidation, the appointments required changing so that the Mayor could appoint an additional member to fill the slot normally occupied by the Chairman of the Board of Commissioners.

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Watkins and DeFore voting in the affirmative, the Ordinance amending Chapter 2 Administration of the Code of Ordinances to address methods of appointment of certain members to the Macon-Bibb County Industrial Authority, was approved.

6. Motion to add item to the agenda.

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Watkins and DeFore voting in the affirmative, a report from Dr. James Bumpus on the Small Business Affairs office was added to the agenda.
7. Report from the Small Business Affairs Office

Dr. Bumpus addressed the efforts he had made thus far with the procurement process for small business owners. His office is currently located in the Procurement Department in the Annex building on the eighth floor.

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

Shelia Thurmond, CCC
Clerk of the Commission
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $650,000.00 OF IN-KIND SERVICES WITHIN A ONE-HALF MILE RADIUS OF A.L. MILLER HIGH SCHOOL WITHIN TWENTY-FOUR (24) MONTHS OF THE A.L. MILLER VILLAGE, LP'S RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING ON ACQUISITION OF THE A.L. MILLER HIGH SCHOOL BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, A.L. Miller Village, LP, has expressed an interest in submitting an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits, in support of the rehabilitation A.L. Miller High School so as to provide affordable rental housing in the community which will include apartments and nine (9) single family homes; and

WHEREAS, A.L. Miller Village, LP, will apply with the Georgia Department of Community Affairs for Low Income Housing Tax Credits; and

WHEREAS, A.L. Miller Village, LP, is in the process of acquiring the A.L. Miller High School building which is currently vacant and has been surplused by the Macon-Bibb County Board of Education; and

WHEREAS, A.L. Miller Village, LP's proposed revitalization and rehabilitation plan will result in several improvements to the property and thereby benefit the surrounding community; and

WHEREAS, the Macon-Bibb County Commission has previously extended its support of this proposed project, and believes that the revitalization and rehabilitation of the A.L. Miller High School, as well as the eleven (11) acre site on which it stands, fulfills an important public purpose and a needed re-investment that benefits the future residents and the surrounding neighborhood, provides a substantial benefit to Macon-Bibb County and restores a historic building of great importance to the community; and
WHEREAS, A.L. Miller Village, LP, has expressed its desire that Macon-Bibb County provide $650,000.00 in financial support for their proposed revitalization and rehabilitation plan by allotting said funds for improvements in the community adjacent to and surrounding the A.L. Miller High School building and eleven (11) acre site on which it stands; and

WHEREAS, Macon-Bibb County has determined that it is in the community’s best interest to commit to providing $650,000.00 of in-kind services to be comprised of in-kind services to be comprised of labor and materials for neighborhood revitalization projects, including, but not limited to: street and sidewalk replacement/repair, storm water system updates, repairs and enhancement, updated/additional street lights, acquisition and rehabilitation/demolition of dilapidated structures, expanded transit services, and additional tree canopy, green space and/or other environmental projects in the adjacent area and within a one-half mile radius of the A.L. Miller High School building; and

WHEREAS, this commitment of funding will occur within twenty-four (24) months of A.L. Miller Village, LP, receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on acquisition of the A.L. Miller High School building; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to provide SIX HUNDRED FIFTY THOUSAND and 00/100 Dollars ($650,000.00) of in-kind services, as described herein, within a one-half mile radius of the A.L. Miller High School building and the eleven (11) acre site located at 2241 Montpelier Avenue in Macon-Bibb County, Georgia within twenty-four (24) months of A.L. Miller Village, LP’s receipt of Low Income Housing Tax Credits from the
Georgia Department of Community Affairs and its successful closing on the acquisition of the A.L. Miller High School building.

SO RESOLVED this ___ day of _____________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
Routing/File Form

Document Type: □ Contract □ Deed □ Ordinance □ Resolution □ Grant □ Other

(Check one of the above document types)

Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

Annual Cost: __________________________

Total Contract Amount: _________________

Administering Department or Officer:

Contractor(s):

Contract Start Date: __________ Contract End Date: __________

Funding Source(s): ________________ N/A

Automatic Renewals: _____ yes _____ no

Number of Renewals: __________ Final Expiration Date: __________

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Additional comments, instructions, etc.:

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, Hunt School Partners, LP, has expressed an interest in submitting an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits, in support of the rehabilitation of the former Henry A. Hunt Elementary School so as to provide approximately sixty (60) housing units for elderly persons; and

WHEREAS, Hunt School Partners, LP, will apply with the Georgia Department of Community Affairs for Low Income Housing Tax Credits; and

WHEREAS, Hunt School Partners, LP, is in the process of acquiring the former Henry A. Hunt Elementary School building has exceeded its useful life, is functionally obsolete, is currently vacant and has been surplused by the Macon-Bibb County Board of Education; and

WHEREAS, Hunt School Partners, LP's proposed revitalization and rehabilitation plan will result in several improvements to the property and thereby benefit the surrounding community; and

WHEREAS, the Macon-Bibb County Commission has previously extended its support of this proposed project, and believes that the re-development of the former Henry A. Hunt Elementary School property fulfills an important public purpose and a needed re-investment that benefits the future residents and the surrounding neighborhood, and provides a substantial benefit to Macon-Bibb County; and

WHEREAS, Hunt School Partners, LP, has expressed its desire that Macon-Bibb County provide $450,000.00 in financial support via a 20 year loan, for their proposed revitalization and rehabilitation plan which could be paid in two installments for FY '16 and FY'17; and

S:\Law\RES MACON-BIBB\2014 Reichert Financial Support of Hunt School Partners LP - Amended
WHEREAS, this commitment of funding is conditioned on Hunt School Partners, LP, receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on acquisition of the former Henry A. Hunt Elementary School building; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to provide a 20 year loan in the amount of FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($450,000.00) to Hunt School Partners, LP, to be paid in two installments for FY '16 and FY '17 upon its receipt of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on the acquisition of the Henry A. Hunt Elementary School building.

SO RESOLVED this ____ day of ________________, 2014.

_______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

_______________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

Referred to the Committee on

Date:

REPORT

Rendered

and


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Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

Annual Cost: 

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Commission Approval (if applicable) 

Additional comments, instructions, etc.: 

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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, Hunt School Partners, LP, has expressed an interest in submitting an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits, in support of the rehabilitation of the former Henry A. Hunt Elementary School so as to provide approximately sixty (60) housing units for elderly persons; and

WHEREAS, Hunt School Partners, LP, will apply with the Georgia Department of Community Affairs for Low Income Housing Tax Credits; and

WHEREAS, Hunt School Partners, LP, is in the process of acquiring the former Henry A. Hunt Elementary School building has exceeded its useful life, is functionally obsolete, is currently vacant and has been surplused by the Macon-Bibb County Board of Education; and

WHEREAS, Hunt School Partners, LP’s proposed revitalization and rehabilitation plan will result in several improvements to the property and thereby benefit the surrounding community; and

WHEREAS, the Macon-Bibb County Commission has previously extended its support of this proposed project, and believes that the re-development of the former Henry A. Hunt Elementary School property fulfills an important public purpose and a needed re-investment that benefits the future residents and the surrounding neighborhood, and provides a substantial benefit to Macon-Bibb County; and

WHEREAS, Hunt School Partners, LP, has expressed its desire that Macon-Bibb County provide $450,000.00 in financial support via a 20 year loan, for their proposed revitalization and rehabilitation plan which could be paid in two installments for FY ’16 and FY ’17; and
WHEREAS, this commitment of funding is conditioned on Hunt School Partners, LP, receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on acquisition of the former Henry A. Hunt Elementary School building; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to provide a 20 year loan in the amount of FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($450,000.00) to Hunt School Partners, LP, to be paid in two installments for FY '16 and FY '17 upon its receipt of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on the acquisition of the Henry A. Hunt Elementary School building.

SO RESOLVED this ____ day of ________________, 2014.

________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $450,000.00 TO HUNT SCHOOL PARTNERS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF THE FORMER HENRY A. HUNT ELEMENTARY SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

Reflected in the Committee on

Date:

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REPORT

Rendered

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SPONSOR: COMMISSIONER WATKINS

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $250,000.00 TO TBG MACON GARDENS, LP, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CLOSING OF ACQUISITION OF MACON GARDENS; AND FOR OTHER PURPOSES.

WHEREAS, TBG Macon Gardens, LP, has expressed an interest in submitting an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits, in support of the rehabilitation of Macon Gardens so as to provide low income housing; and

WHEREAS, TBG Macon Gardens, LP, will apply with the Georgia Department of Community Affairs for Low Income Housing Tax Credits; and

WHEREAS, TBG Macon Gardens, LP's proposed revitalization and rehabilitation plan will result in several improvements to the property and thereby benefit the surrounding community; and

WHEREAS, the Macon-Bibb County Commission has previously extended its support of this proposed project, and believes that the re-development of Macon Gardens fulfills an important public purpose and a needed re-investment that benefits the future residents and the surrounding neighborhood, and provides a substantial benefit to Macon-Bibb County; and

WHEREAS, TBG Macon Gardens, LP, has expressed its desire that Macon-Bibb County provide $250,000.00 in financial support via a 20 year loan, for their proposed revitalization and rehabilitation plan which could be paid in two installments for FY '16 and FY '17; and

WHEREAS, this commitment of funding is conditioned on TBG Macon Gardens, LP, receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on acquisition of Macon Gardens; and

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

S:\ALAw\RES MACON-BIBB\2014 Watkins Financial Support of TBG Macon Gardens LP - Amended
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to provide a 20 year loan in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($250,000.00) to TBG Macon Gardens, LP, to be paid in two installments for FY '16 and FY '17 upon its receipt of Low Income Housing Tax Credits from the Georgia Department of Community Affairs and its successful closing on the acquisition of Macon Gardens.

SO RESOLVED this ____ day of ________________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

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

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

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

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

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

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

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

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

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

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

WHEREAS, under the terms of the agreement, the Economic and Community Development Department will agree to provide up to FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($550,000.00) of HOME Investment Partnership Program funds to Georgia Behavioral Health Services to construct two (2) sustainable group homes, in the Bartlett Crossing Neighborhood at 1224 Earnest Street and 2960 Ellis S. Senior Street; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, and agrees to support the Economic and Community Development Department in entering into an independent contractor agreement with Georgia Behavioral Health Services, having a principal place of business at 541 West Montgomery Street, Milledgeville, GA 31061, in which under the terms of the contract, the Economic and Community Development Department will provide up to FIVE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($550,000.00) of HOME Investment Partnership Program funds to Georgia Behavioral Health Services to construct two (2) sustainable group homes, in the Bartlett Crossing Neighborhood in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of ________________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
______________________________
SHELIA THURMOND, CLERK OF COMMISSION
INDEPENDENT CONTRACTOR AGREEMENT

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

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

1. Services and Obligations of Independent Contractor

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

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

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

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

2. Non-Employment Relationship between County and Independent Contractor

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

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

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

4. Warranties

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

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

5. Company Prohibitions to Create a Safe Work Environment

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

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

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

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

7. Termination

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

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

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

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

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

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

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

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

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

9. Indemnification, Insurance, Risk Management, Bonding

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

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

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

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

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

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

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

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

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

b) **Additional Federal requirements:**

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

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

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

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

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

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

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

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

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

(i) 92.250 Maximum per unit subsidy.

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

(iii) 92.252 Concerning rental housing is applicable.

(iv) 92.253 Tenant and participant protection.

(v) 92.254 Qualifications as affordable housing for homeownership.

(vi) 92.255 Mixed-income project.

(vii) 952.256 Mixed-use project.

(viii) 92.257 Religious organizations.

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

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

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

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

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

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

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

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

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

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

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

(i) 92.350 Equal Opportunity and Fair Housing.

(ii) 92.351 Affirmative marketing.

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

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

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

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

14. Reports and Audits

Independent Contractor shall furnish to County all reports required by the United States Department of Housing and Urban Development and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines and conditions specified in the funding contracts referred to in Section 6 above; and further, Independent Contractor shall provide any other reports deemed reasonably necessary by County. County, the Federal Grant agency or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review Independent Contractor's performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of Independent Contractor and the contractors of Independent Contractor, for the purpose of making audit examinations, excerpts are transcriptions. A project status report, in the form approved by the County, shall be submitted to the County for review by the close of business on the tenth (10th) calendar day of each month during the duration of this agreement. Independent Contractor shall provide an independent audit of HOME activities and funds once a year during the duration of this Agreement. Said audit shall be conducted in accordance with 24 CFR 44 and OMB Circular A-133.

15. Documentation Necessary for Required Assurances

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

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

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

17. Compliance with County Policy Statements

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

18. Citizen Participation

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

19. Conflict of Interest

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

20. Force Majeure

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

21. **Applicable Law**

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

22. **Publicity**

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

23. **Time is of the Essence**

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

24. **Ownership**

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

25. **Certain Rules of Interpretation**

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

26. **Titles, Captions and Headings**

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

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

28. **Amendment**

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

29. **Exhibits**

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

30. **Severability**

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

31. **Entire Agreement**

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

32. **Disputes**

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

33. **Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

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

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

3. Cancellation of the public contract;

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

1. Affirmative Action Program

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

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

2. Insurance Requirements

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

- $1,000,000.00 per occurrence
- $2,000,000.00 general aggregate.

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

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

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

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

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

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

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

3. **Verifications**

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

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

34. Hold Harmless Clause

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

35. Termination

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

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

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

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

d) Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.

e) The carrying out of the tasks to be performed or the objective of the Agreement is rendered improvable, unfeasible, impossible or illegal.
f) Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.

g) Upon the determination of the County that the Agreement be suspended or terminated, without cause.

h) For the convenience of the County in accordance with 24 CFR 85.44. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

36. **Compliance with Guidelines Recommended by the Economic and Community Development Department and Approved by the County**

   It is expressly understood between the County and Georgia Behavioral that: Georgia Behavioral may not make change orders, which would require an increase in the proceeds, provided in this Agreement. Requests for additional funds must be made in a new application and reviewed in accordance with normal HOME Program selection procedures.

37. **Georgia Behavioral Shall Execute a Lobbying Certification (Exhibit “E”) annually as an inclusion in this Document.**

38. **Budgets**

   It is expressly understood by Georgia Behavioral that budgets shall not be exceeded in any case. Georgia Behavioral may request consideration of budget revisions by the County. Every request for revision must be submitted in writing. Repayment of HOME investment funds (Program Income) shall not be considered by Georgia Behavioral as increasing budget capital County unless approval has been sought and received in writing from the County.

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

39. **Miscellaneous**

   The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement. Georgia Behavioral states that it possesses experience, know-how, and ability in conducting and performing the program which is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of County. Georgia Behavioral agrees to
put forth its best efforts on behalf of the County herein and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

All references herein to statutes, ordinances, codes and regulations shall include any amendments theretoe adopted or put into effect during the duration of this Agreement.

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

GEORGIA BEHAVIORAL HEALTH SERVICES, INC.

By:  
Shannon T. Harvey, CEO  
Attested:  
Priscilla G. Doster, Secretary  

Date  

COUNTY:

MACON-BIBB COUNTY

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

Date  

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT:

By:  
Wanzina Jackson, Director  
Attested:  
Notary Public  

Date
EXHIBIT “A”

1. The **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT** (ECDD) agrees to provide up to Five Hundred-Fifty Thousand Dollars & No Cents ($550,000) of HOME Investment Partnership Program funds to **GEORGIA BEHAVIORAL HEALTH SERVICES, INC.** (GBHS) to construct two (2) sustainable group homes, in the Bartlett Crossing Neighborhood (1224 Earnest Street and 2960 Ellis S Senior Street).

Actual project sites, houses, construction time tables, funding amounts, etc. will be specified in **EXHIBIT “B”**. Each new project added under **EXHIBIT “B”** must be reviewed and approved by the Director of the Economic and Community Development Department.

2. ECDD must approve the plans and specifications for each project before work is begun and funds are released. Construction payments will be released to GBHS in accordance with a payment schedule outlined in a construction contract between GBHS and the Contractor.

3. GBHS will provide the lots on which homes are to be built.

4. With ECDD approval, GBHS may use HOME funds:
   a. To help pay the development costs as outlined below in item 5.
   b. As permanent financing (second mortgage loans) for qualified home buyers as outlined in item 6.
   c. As the source of funds from which a project developers fee will be paid as outlined in item 7.

5. Construction Costs and Requirements.
   a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in **EXHIBIT-B**. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
   b. GBHS will provide construction management for the project to ensure that construction work is being carried out in accordance with plans and specs, and on time.
   c. GBHS must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each house, GBHS must also collect a Certificate of Occupancy from the contractor that has been issued by Inspection and Fees.
   d. GBHS must collect progress and final lien releases from the contractor, subcontractors and material suppliers prior to making a payment to a contractor.
   e. ECDD may continually inspect each house for contract compliance and to determine the percent of completion prior to honoring a draw request and releasing payment. ECDD may elect to make up to five (5) payments per house. ECDD may choose not to release payments if the work being performed is not of acceptable quality to ECDD and if the house is not being built in accordance with plans and specifications, or on schedule.
6. Project Developer Fees

a. GBHS can draw down up to $8,000 per house of these HOME funds to pay itself a project developers' fee. Drawdowns are to be requested at the milestones listed below:

1) $1,000.00 when plans have been approved by ECDD and GBHS has entered into a contract with a contractor to build a house;

2) $2,000.00 when construction is 50% complete;

3) $4,000.00 when construction is 100% complete; and

4) $1,000.00 at completion.
### EXHIBIT "B"

#### TOTAL DEVELOPMENT COSTS (TDC)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>GROUP HOME PLAN A 2,160 SQFT</th>
<th>GROUP HOME PLAN B 2,238 SQFT</th>
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**TOTAL DEVELOPMENT COSTS**: $273,941 $272,510
EXHIBIT "B"

SITE MAPPING INFORMATION

1216 ERNEST, 1224 ERNEST STREET, AND 2960 ELLIS S. EVANS SR. STREET
BLOCK 1006, BLOCK GROUP 1, CENSUS TRACT 123, BIBB COUNTY, GEORGIA
EXHIBIT "B"

FLOOR PLAN
1224 ERNEST STREET
HEATED SF: 2,238
EXHIBIT “B”

ELEVATIONS
1224 ERNEST STREET
EXHIBIT “B”

FLOOR PLAN
2960 ELLIS S. EVANS SR. STREET
HEATED SF: 2,166
EXHIBIT "B"

SCHEDULE OF COMPLETION

1) Begin construction on the first two (2) houses by _____________, 2014, at the latest.

2) Complete construction on the first two (2) houses by _____________, 2015, at the latest.

3) Complete construction of all houses under this contract within twelve (12) months of the contract date.
EXHIBIT "C"

SECTION 3 COMPLIANCE

In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, Georgia Behavioral Health Services, Inc. (GBHS) hereby gives notice that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex be denied employment and farther assurance is also given that GBHS will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight on the job location, for the benefit of interested parties and all subcontractors will be notified of the policy provisions. All Equal Opportunity Posters will be displayed as required.

GBHS’s Executive Director has been appointed as the Equal Employment Opportunity Officer for the project to coordinate project efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints with regard to Section 3 Compliance, etc.

Furthermore, Section 3 requirements and language will be in each contract bid and/or proposal for work on this project. The project will require Section 3 and Executive Order 1124 Compliance by covered contractors.

UTILIZING LOWER INCOME RESIDENTS:

To the maximum extent feasible, GBHS and any contractors will use lower income residents as trainees and workers (if qualified) to complete the work of this project. Special outreach efforts will be made to various public and private recruitment sources. Special emphasis will be made to recruit minorities and women in the project area. GBHS and all contractors will determine by craft the approximate manpower needs to complete the project. These manpower needs will be made known to the above recruitment sources. Racial mix of the total workforce will, to the extent possible reflects the racial mix in the project area.

PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC:

All personnel actions of GBHS shall be made on a non-discriminatory basis without regard to race, color, national origin, age, familial status, handicap or sex. GBHS will inform each contractor of these affirmative requirements and insure compliance.

135.20 Assurance of Compliance Regulations

(a) Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
(b) Every applicant, recipient, contracting party contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause referred to as a Section 3 clause:

A) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

B) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to the contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C) GBHS will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D) GBHS will include this Section 3 clause in every contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. GBHS will not contract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any contract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon this applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
F) Where competitive bids are solicited for contracts, the bidders shall submit their utilization goals, and their affirmative action plans for accomplishing their goals, and GBHS in evaluating each bid, to determine its responsiveness, shall carefully evaluate the bidders submission to determine whether the affirmative action plan proposed will accomplish the stated goals.

RECORDS AND REPORTS:

GBHS will submit all reports required in a timely fashion.

GBHS shall also assure that all contractors submit required reports as needed.

Title: ____________________________
EXHIBIT "D"

COUNTY POLICY STATEMENTS
FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT
AND
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

A) Procurement Standards:

1) All procurement transactions regardless of whether negotiated or advertised and with regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition consistent with the Cost Principles for Nonprofit Organizations, OMB Circular A-122 and such other standards as may be incorporated in this Agreement by the County.

2) Positive efforts shall be made by GBHS to utilize small business and minority-owned business sources of supplies and service.

3) An inventory of all articles purchased over $300 or which are considered equipment shall be appropriately tagged by GBHS and recorded on an inventory as federal property. A copy of the inventory shall be kept up to date and submitted to the Economic and Community Development Department (ECDD) Special Projects staff upon reasonable request, especially when changes occur.

4) All loss, damage, or theft of equipment, supplies or property purchased with CDBG or HOME Program monies shall be investigated and fully documented by the Macon-Bibb County Sheriff's Office. A copy of this report is to be forwarded within ten (10) days to ECDD and items lost due to theft removed from the inventory list.

B) Program Income: 24 CFR 570.504 (C) and 24 CFR 92.504 (C) (3) provide that this Agreement shall specify whether program income is to be returned to the County or retained by GBHS.

In accordance with the provision, all program income or repayment, earned during the grant period shall be returned to the County. The County shall decide whether such program income or repayment of investment will be:

1) Added to CDBG Funds or HOME Funds committed to the project by GBHS and used to further eligible program objectives; or.

2) Deducted from the total project cost for the purpose of determining the net costs on which Federal share of costs will be based, and drawdown requests made.

All program income or repayment earned in whole or in part with CDBG Funds or Home Funds shall be reported monthly on the Financial Status
Reports. Project income or repayment of investment shall be returned to the County for deposit in accordance with paragraph 6.b.(3) above.

GBHS may submit a written request for use of the program income or repayment returned to the County along with a proposed revision budget. The request shall identify specific activities for which the funds would be used. The County will consider such requests in light of its responsibilities for meeting specified national objectives and maintaining mandated spending ratios. Due to the procedural requirements of the County, its responsibilities under State law, and to prevent undue burdening, response to such requests may be delayed.

Funds shall not be used for expenditures that are not contained in an approved budget. Expenditures for program activities using program income or fund repayment shall be reported expended as federal dollars. Neither program income nor fund repayment shall be considered by the Contractor as an automatic increase in budget capital.

C) Federal Audits Records

1) GBHS shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all Community Development Block Grant (CDBG) Funds and Home Funds received and disbursed. This may include, but not be limited to, separate ledgers for CDBG and HOME Program Funds and/or a separate bank account with ledger documentation.

2) A record of all CDBG and HOME program expenditures including payroll, purchase vouchers and claims, etc. shall be kept on file by GBHS and retained for a three (3) year period for federal audit or for the period of time as required by applicable program regulations, whichever is longer.

3) All quarterly programmatic progress reports shall be retained by GBHS for a three (3) year period for audit purposes or for the period of time as required by program regulations, whichever is longer.

4) Expenditures by GBHS prior to the term of this Agreement shall not be eligible expenditures under CDBG or HOME Program Funding.

5) GBHS shall submit to the County a copy of any audit reports pertaining to the use of CDBG or HOME Program Funds.

6) Non-profit GBHS, must comply with the independent audit provisions of A-133 if applicable.

D) CDBG and HOME Program Funding Drawdown Procedure

HUD Issuance’s 1900.23, Letter of Credit Procedures - Treasury Regional Disbursing Office System, January 1975, Chapter 2, Paragraph 3A provides as follows:
“Cash advances to the recipient organization shall be limited to the minimum amount needed and shall be times to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursement by the recipient organization for direct program cost, and the proportionate share of any allowable indirect cost.”

Requests by GBHS for Home Program Funds shall be based on actual need rather than 1/12th of the total allocation or similar formulas, and shall be due into the CDBG staff ten (10) working days prior to the expected receipt of actual funds.

Monthly Financial Status Reports for the previous month shall be submitted by the tenth (10th) calendar day of each month.

HOME program drawdown procedures are more complicated due to requirements for a formal project set-up in the Cash Management System (CM/I), formal drawdown request forms and project completion reports. All such requirements must be met by GBHS and shall be arranged in advance with County staff at ECDD.

E) Personnel Changes:

By-laws, personnel policies, pay scales and internal operating procedures of GBHS shall be the responsibility of and determined by its Board of Directors in accordance with applicable law and regulations. Copies of such personnel policies, by-law, pay scales and internal operating procedures, along with any changes in connection therewith, shall be furnished to the County for its review and comment.

The County program administration staff shall be furnished copies of all licenses and certifications of Public Liability Insurance for all Community Development Block Grant Programs and Home Programs within two (2) weeks after the execution of this Agreement.
EXHIBIT "E"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence loan officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all shall certify and disclose accordingly.

By: ____________________________

Executive Director

Date: ____________________________

ATTEST:

______________________________

Secretary
Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(l)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number __________________________

Date of Authorization __________________________

Name of Contractor __________________________

Name of Project __________________________

Name of Public Employer __________________________

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on______, 20__ in____________(city),_____________(state).

Signature of Authorized Office or Agent __________________________

Printed Name and Title of Authorized Officer or Agent __________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF______, 20__.

Notary Public __________________________

My Commission Expires: __________________________
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ____________(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor, Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __________, 20__ in ___________(city), ___________(state).

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _ _ DAY OF ___, 20__.

Notary Public

My Commission Expires:
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for __________________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and ___________________ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to __________________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to __________________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization __________________________

Name of Sub-subcontractor __________________________

Name of Project __________________________

Name of Public Employer __________________________

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __________, 201__ in __________________________ (city), __________________________ (state).

Signature of Authorized Officer or Agent __________________________

Printed Name and Title of Authorized Officer or Agent __________________________

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE __ DAY OF __________, 201__

Notary Public __________________________

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

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RECOMMEND: ________________________________________________________________

(Approved/Disapproved/Approved as Amended)

Date:

REPORT

Referred to the Committee on ____________________________

Date: ____________________________

Rendered ____________________________

and ____________________________
Routing/File Form

Document Type: □ Contract □ Deed □ Ordinance X Resolution □ Grant □ Other

(Please check one of the above document types)

PURPOSE: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION, HOLDING, MAINTENANCE, AND CONVEYANCE OF TWO (2) PROPERTIES FOR FUTURE REDEVELOPMENT PURPOSES, WITH ONE (1) PROPERTY BEING LOCATED AT 3360 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204 AND ONE (1) PROPERTY BEING LOCATED AT 3366 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A", AND FOR OTHER PURPOSES.

Annual Cost: County will be responsible for actual costs and expenses associated with the acquisition, holding, maintenance, and conveyance of the properties.

Total Contract Amount: Upon sale of properties, 8% of gross sales price.

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

Contractor(s): Macon-Bibb County Land Bank Authority, Inc.

Contract Start Date: Contract End Date:

Funding Source(s):

Automatic Renewals: YES X NO

Number of Renewals: 0

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Commission Approval (if applicable) ___ / ___ / __

Additional comments, instructions, etc.:

ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION, HOLDING, MAINTENANCE, AND CONVEYANCE OF TWO (2) PROPERTIES FOR FUTURE REDEVELOPMENT PURPOSES, WITH ONE (1) PROPERTY BEING LOCATED AT 3360 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204 AND ONE (1) PROPERTY BEING LOCATED AT 3366 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, it is the mission of the Macon-Bibb County Land Bank Authority to acquire properties that are underutilized, tax delinquent, and/or a blighting influence on the community at large; and

WHEREAS, Macon-Bibb County has identified two (2) such properties, with one (1) being located at 3360 Mercer University Drive, Macon, Georgia 31204 and one (1) being located at 3366 Mercer University Drive, Macon, Georgia 31204; and

WHEREAS, Macon-Bibb County has initiated an in rem tax sale for each of the aforementioned properties; and

WHEREAS, Macon-Bibb County has requested that the Macon-Bibb Land Authority acquire the aforementioned properties at the in rem tax sale and subsequently market the properties to a developer for future redevelopment purposes; and

WHEREAS, the Macon-Bibb County Land Bank Authority has agreed to bid on the aforementioned properties at the in rem tax sale and has submitted a proposed Memo of Understanding regarding the terms of this agreement, attached hereto as Exhibit “A”; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with the Macon-Bibb County Land Bank Authority for the acquisition, holding, maintenance, and conveyance of two (2) properties for future redevelopment purposes, with one (1) property being located at 3360 Mercer University Drive, Macon, Georgia 31204 and one (1)
property being located at 3366 Mercer University Drive, Macon, Georgia 31204 in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ____ day of ________________, 2014.

By: _________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ________________________
       SHELLA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
MEMORANDUM OF AGREEMENT

between

MACON-BIBB COUNTY

And

THE MACON-BIBB COUNTY
LAND BANK AUTHORITY, INC.

for

Acquisition, Holding, Maintenance and Conveyance of Properties Located at
3360 and 3366 Mercer University Drive, Macon, GA

MAY ____, 2014
This MEMORANDUM OF AGREEMENT (hereinafter referred to as “Agreement”) by and among Macon-Bibb County (County) and the Macon-Bibb County Land Bank Authority, Inc. (LBA) (also referred to as “the Parties”) have entered into this agreement effective April ___, 2014.

WHEREAS, it is the mission of the LBA to acquire properties that are underutilized, tax delinquent and a blighting influence on the community at large; and

WHEREAS, the County has identified two properties located at 3360 and 3366 Mercer University Drive and has initiated an in rem tax sale against the subject properties; and

WHEREAS, the County has requested that the LBA acquire the properties at the in rem tax sales and subsequently convey the properties to a developer for future redevelopment purposes; and

WHEREAS, on April 11, 2014, the Board of Directors of the LBA agreed to the purchase of the properties at the in rem tax sales, subject to entering an agreement for the terms and conditions of the holding of the properties; and

WHEREAS, a purpose of this MOU is to advance the beneficial relationships between the Parties to carry out their respective responsibilities in an effective and efficient manner.

THEREFORE, in consideration of the foregoing premises, the Parties agree as follows:

1. The LBA agrees to the following:
   a. The LBA agrees to bid at the upcoming in rem tax sales to purchase the subject properties located at **3360 and 3366 Mercer University Drive, Macon, Georgia**.
   b. If the LBA is the successful bidder at the tax sale, the LBA will hold and maintain the properties on behalf of the County for a period up to sixty (60) months. If the properties are not disposed of by the end of the holding term, the LBA will convey the subject properties to the County or its designee. At any time during this agreement, the LBA shall have the right, in its sole discretion, to request in
writing that the County or its designee accept a transfer of the properties from the LBA.

c. The LBA will seek to market the subject properties for future redevelopment by enlisting the services of a commercial real estate developer for the marketing and selling of the properties to prospective buyers.

d. Sale of the subject properties shall be subject to approval by the LBA.

2. The **County** agrees to the following:
   
a. The County agrees to pay for all actual costs and expenses associated with the acquisition, holding, maintenance and conveyance of the properties including but not limited to title reports, appraisals, purchase price, closing costs, insurance, postage costs, recording of legal documents, property maintenance, and marketing of the properties.
   
b. Upon the sale of the properties, the LBA shall retain or be paid eight percent (8%) of the gross sales price.
   
c. The County acknowledges that to the best of its knowledge there are no environmental hazards associated with the properties.

3. **Compliance with applicable law.** The County and the LBA shall comply with federal, state and local laws.

4. **Indemnification of the LBA.** The County shall defend, indemnify, and hold harmless the LBA, its officers, employees, agents, attorneys, consultants, and independent contractors except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney’s fees) arising out of or in connection with this MOA.
5. **Termination.** This agreement may be terminated by any party for any reason and shall be effective upon thirty (30) days written notice to the other Party. If this Agreement is terminated prior to disposition of the properties, LBA shall convey the subject properties to the County or its designee.

6. **Term.** If not terminated earlier in accordance with the preceding paragraph, the initial term of this Agreement shall be for five years beginning as of the date the LBA takes title to the subject properties.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the ____ day of May 2014.

---

**MACON-BIBB COUNTY**  
**LAND BANK AUTHORITY, INC.**

______________________________  
Bert Bivins, III, Chairman

---

**Attest:**

(Seal)

(City Clerk)

---

**MACON-BIBB COUNTY**

______________________________  
Robert A.B. Reichert, Mayor

---

Witness
EXHIBIT "A"

LEGAL DESCRIPTIONS

3360 and 3366 Mercer University Drive

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, and being known and designated at lots 4, 5, and 6, Block 1, Oglesby Place Subdivision, according to a plat thereof recorded in Plat Book 1, Page 201, retraced in Plat Book 10, Page 80, Clerk's Office, Bibb Superior Court. Said Plat is incorporated herein for the purpose of a more complete and accurate description of the metes, bounds and dimensions of said property.

LESS and EXCEPT that portion of said property acquired by the Department of Transportation for the State of Georgia, under and by virtue of that certain ORDER AND JUDGEMENT rendered by George B. Culpepper, Judge of Superior Court, Macon Judicial District, a copy of which is of record in the Clerk's Office of Bibb Superior Court.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION, HOLDING, MAINTENANCE, AND CONVEYANCE OF TWO (2) PROPERTIES FOR FUTURE REDEVELOPMENT PURPOSES, WITH ONE (1) PROPERTY BEING LOCATED AT 3360 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204 AND ONE (1) PROPERTY BEING LOCATED AT 3366 MERCER UNIVERSITY DRIVE, MACON, GEORGIA 31204, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

Referred to the Committee on

Date:__________________________

REPORT

Rendered__________________________

and_____________________________
Tuesday, May 27, 2014
FACILITIES AND ENGINEERING COMMITTEE

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

1. APPROVAL OF MINUTES

Subject       A. Approval of Minutes from Meeting on April 22, 2014
Meeting       May 27, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category      1. APPROVAL OF MINUTES
Access        Public
Type          Minutes

2. CONTRACT WITH GDOT FOR IMPROVING RUNWAY 5

Subject       A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
              THE MAYOR TO EXECUTE A CONTRACT AMENDMENT AND A CONTRACT FOR
              CONSTRUCTION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR
              CONSTRUCTION PROJECT RELATED TO IMPROVING THE RUNWAY 5 SAFETY
              AREA GRADING AND REPLACING TAXIWAY B LIGHTING AT THE MIDDLE
              GEORGIA REGIONAL AIRPORT WITH $978,078.00 IN FEDERAL FUNDS,
              $30,440.70 IN STATE FUNDS AND $34,216.26 IN LOCAL FUNDS
Meeting       May 27, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category      2. CONTRACT WITH GDOT FOR IMPROVING RUNWAY 5
Access        Public
Type          Action

File Attachments
5-27-2014 - Approving Amendment to 2010 grant for improvements to Middle GA Regional Airport Committee Am

3. CONSULTING AGREEMENT WITH SIXEL CONSULTING GROUP, INC.

Subject       A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE
              AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY
              AND SIXEL CONSULTING GROUP, INC. FOR THE CAPPED AMOUNT OF TEN
              THOUSAND AND 00/100 ($10,000) FOR COMPLETION OF A TRUE MARKET /
              LEAKAGE STUDY FOR THE MIDDLE GEORGIA REGIONAL AIRPORT TO BE FUNDED
              BY LAND SALE FUNDS
4. SOLID WASTE MANAGEMENT SERVICE TO JONES COUNTY

Subject: A. A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH JONES COUNTY, GEORGIA FOR MACON-BIBB COUNTY, GEORGIA TO CONTINUE TO PROVIDE SOLID WASTE MANAGEMENT SERVICES TO THAT PORTION OF JONES COUNTY WHICH WAS FORMERLY A PART OF THE CITY OF MACON

Meeting: May 27, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 4. SOLID WASTE MANAGEMENT SERVICE TO JONES COUNTY
Access: Public
Type: Action

File Attachments
5-27-2014 - Intergovernment Agreement with Jones County for Solid Waste Management Services.pdf (655 KB)

5. GUNS IN GOVERNMENT BUILDINGS

Subject: A. DISCUSSION OF GUNS IN GOVERNMENT BUILDINGS
Meeting: May 27, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 5. GUNS IN GOVERNMENT BUILDINGS
Access: Public
Type: Discussion
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

May 13, 2014

The Facilities and Engineering Committee was called to order at 11:45 a.m. by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:
Commissioner Al Tillman - Chairman
Commissioner Mallory Jones – Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Elaine Lucas

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins
Commissioner Virgil Watkins
Commissioner Larry Schlesinger
Charles Coney, Assistant County Manager
Shelia Thurmond, Clerk of the Commission
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Dave Fortson, Director of Engineering
Steve Layson, Asst. County Manager
Wanzina Jackson, ECD
Opie Bowen, County Attorney’s Office
Dale Walker, County Manager
Jean Howard, Assistant County Clerk
Janice Ross, Training & Event Coordinator

NEWS MEDIA:
Jim Gaines, The Telegraph
Malcolm Johnson, WGXK, Fox 24

VISITORS/GUESTS:
Tom Driver, Geotechnical & Environmental Consultants
Andy Welsh by phone
Jim Ussery by phone
Greg Popham by phone

1. Approval of Minutes from the April 22, 2014 meeting

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried unanimously with Commissioners DeFore, Jones, and Tillman voting in the affirmative, the minutes of the April 22, 2014 meeting were approved.

2. Redevelopment of Riverside Drive Property.

Mayor Reichert reminded everyone that the Riverside Drive Property was previously discussed at a work session on March 25, 2014. At that meeting, it was the consensus of the Commission that the Mayor and Attorney, in conjunction with Mr. Welsh, develop a proposal and budget for action on the property and bring it back to the Commission for consideration. Mayor Reichert requested that Andy Welsh present the proposal for action on the property. Mr. Welsh reminded everyone of the past history of the property and that the soil issues must be dealt with to insure that the property was as marketable as possible. In order to reach that goal, the soil must be more thoroughly sampled. By doing so, the property is more usable, more open for development and of course, more marketable. In the past, the soil has been sampled at the two foot level and at the fifty foot
level but nothing in between. It is important to test the samples at these levels to meet the EPA standards and in order to determine where and what can be built on the property. In other words, if a parking garage is built then the footers would be required to be deeper than two feet. Mayor Reichert stated that a hotel could be built on the site but no residential apartments or condominiums would be acceptable to the EPA. Mr. Welsh stated that some parcels on the site are acceptable for housing units now.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel, DeFore, and Tillman voting in the affirmative, the resolution to authorize and approve the proposed action plan for redevelopment of Riverside Drive property and associated manufactured gas plant ("MGP") #2 at a cost of approximately $100,000, was approved.*

3. Renaming Haywood Road to Marshall Stenson, Jr., Drive

Commissioner Lucas stated that Reverend Dr. Stenson of St. Luke Baptist Church died recently and the members of the Church requested the road by renamed in his honor. The residents of Haywood Road are in agreement that this would be a great honor to him.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel, DeFore, and Tillman voting in the affirmative, the resolution to rename Haywood Road to Marshall Stenson, Jr. Drive, was approved.*

4. Oak Creek Subdivision Streets and Drainage System

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel, DeFore, and Tillman voting in the affirmative, the resolution to accept the dedication of the streets and drainage systems located within the streets, in Oak Creek subdivision and to declare that those streets shall be open for public use and shall be maintained by the City, was approved.*

5. Construction of Runway at Macon Downtown Airport

Mayor Reichert stated that this was to provide an adequate safety area and was recommended by the FAA. The GDOT has committed $208,606.00 for the project, the state committed $9,217.00 and $11,469.13 will come from the Macon-Bibb County government.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel, DeFore, and Tillman voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with the Georgia Department of Transportation for Macon-Bibb County to sponsor the construction related to displacing the runway 10/28 threshold at the Macon Downtown Airport, was approved.*
6. Tattnall Square Park

Commissioner Tillman stated that some of his constituents had contacted him regarding automobiles parking in Tattnall Square Park. After discussion it was agreed that the Parking Signs would be reviewed and that the staff would work to strengthen the rules regarding parking.

7. Street Parking

Commissioner Tillman stated that there was an issue with newly placed no parking signs on the corner of Second and Plum. Mayor Reichert requested a recommendation from Dave Fortson, Director of Engineering in conjunction with the Traffic Engineer. This recommendation will be brought back to the Committee.

**ACTION:**

*On motion of Commissioner Jones, seconded by Commissioner Shepherd, and passed unanimously with Commissioners DeFore, Tillman and Bechtel voting in the affirmative, the matter was referred to the County Manager for resolution*

8. County Manager's Report

Dale Walker, County Manager, presented the Commission a copy of his report.

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

______________________________
Shelia Thurmond, CCC
Clerk of the Commission
COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT, A CONTRACT FOR CONSTRUCTION, AND A SUPPLEMENTAL AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR A CONSTRUCTION PROJECT RELATED TO IMPROVING THE RUNWAY 5 SAFETY AREA GRADING AND REPLACING TAXIWAY B LIGHTING AT THE MIDDLE GEORGIA REGIONAL AIRPORT WITH A TOTAL PROJECT COST OF $1,042,734.96 CONSISTING OF $978,078.00 IN FEDERAL FUNDS, $30,440.70 IN STATE FUNDS, AND $34,216.26 IN LOCAL MATCHING FUNDS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO; AND FOR OTHER PURPOSES.

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

WHEREAS, certain items of construction encountered were not covered by the original contract, and the parties have agreed to amend the original contract to include those items of construction which were not covered by the original contract; and

WHEREAS, Macon-Bibb County and the Georgia Department of Transportation have also agreed to enter into a new Contract for Construction, Project No. MCN AP014-9022-34(021), related to improving runway safety at Middle Georgia Regional Airport; and

WHEREAS, Macon-Bibb County and the Georgia Department of Transportation have further agreed to enter into a Supplemental Agreement, Project No. MCN AP011-9000-29(021), which will provide an additional $11,784.70 in state funds for improving runway safety at the Middle Georgia Regional Airport; and

WHEREAS, the Amended Contract for Construction, the new Contract for Construction, and the Supplemental Agreement are all connected to improving the runway 5 safety area grading and replacing taxiway B lighting at the Middle Georgia Regional Airport (the "Project"); and

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

WHEREAS, as evidenced by the email correspondence attached hereto as Exhibit "A" from Carla Sands, Acting Manager of Aviation Programs for the Georgia Department of Transportation, the Georgia Department of Transportation has committed a total of $30,440.70 in state funds for the Project, ($18,656.00 under Project No. MCN AP014-9022-34(021) and
$11,784.70 under Project No. MCN AP011-9000-29(021), which results in Macon-Bibb County's local matching share of the Project cost being $34,216.26; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to take any and all actions necessary on behalf of Macon-Bibb County to effectuate the completion of the Project and to execute a Contract Amendment with the Georgia Department of Transportation for Project No. AP011-9000-29(021); a Contract for Construction with the Georgia Department of Transportation for Project No. AP014-9022-34(021); and a Supplemental Agreement for Project No. MCN AP011-9000-29(021) which agreements are all related to the Project, (i.e. improving the runway 5 safety area grading and replacing taxiway B lighting at the Middle Georgia Regional Airport), with $978,078.00 in federal funds, $30,440.70 in state funds, and $34,216.26 in local matching funds, in substantially the same form as attached hereto as Exhibits “B” and “C” respectively (the Supplemental Agreement is not attached as it will be subsequently provided by the Georgia Department of Transportation at a later date.)

SO RESOLVED this ___ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ______________

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

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

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

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

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

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

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

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

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

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

WHEREAS, the report produced by this study will be valid for a period of three (3) years and will be used by the Middle Georgia Regional Airport in its attempts to recruit other commercial airlines to provide service through the airport; and
WHEREAS, portions of the report will likely be used when filing an appeal should the Middle Georgia Regional Airport (MCN) lose eligibility to participate in the Essential Air Service subsidy program; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with Sixel Consulting Group, Inc., for the Middle Georgia Regional Airport (MCN) to complete a True Market Study/Leakage Study, in an amount not to exceed TEN THOUSAND and 00/100 DOLLARS ($10,000.00) to be funded from the land sale funds in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ______ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
ESSENTIAL AIR SERVICE
PROCESS SUPPORT AGREEMENT

between

Middle Georgia Regional Airport (MCN)

and

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

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

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

2. CONTACT INFORMATION

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

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

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

3. BACKGROUND

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

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

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

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

4. SCOPE OF WORK

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

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

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

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

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

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

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

5. PRICING

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

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

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

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>New carrier HQ meeting and document</td>
<td>$5,000 (plus travel expenses)</td>
</tr>
<tr>
<td>Airline meeting at Conference</td>
<td>$3,000 (1st) $1,500 (2nd)</td>
</tr>
<tr>
<td>Liaison with DOT</td>
<td>$150/hour / NTE $1,500</td>
</tr>
<tr>
<td>Liaison with incumbent or new carrier</td>
<td>$150/hour / NTE $1,500</td>
</tr>
<tr>
<td>Assistance with new carrier recruiting</td>
<td>$150/hour / NTE $2,500</td>
</tr>
<tr>
<td>Community Visit / Town Meetings (each)</td>
<td>$3,500 (plus travel expenses)</td>
</tr>
<tr>
<td>EAS Bid Comparison / Analysis</td>
<td>$150/hour / NTE $1,000</td>
</tr>
<tr>
<td>Transition Airline Pricing Analysis</td>
<td>$150/hour / NTE $5,000</td>
</tr>
<tr>
<td>Transition Airline Schedule Analysis</td>
<td>$150/hour / NTE $5,000</td>
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</table>

### 6. ADDITIONAL SUPPORT PROJECTS / PRICING

<table>
<thead>
<tr>
<th>Service Description</th>
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<tbody>
<tr>
<td>True Market / Leakage Study</td>
<td>$15,000 or $10,000</td>
</tr>
<tr>
<td>Community Air Service Video</td>
<td>$15,000 or $10,000</td>
</tr>
<tr>
<td>Economic Impact of Current EAS Service</td>
<td>$7,500 or $5,000</td>
</tr>
<tr>
<td>Economic Impact of Future Proposed EAS Service</td>
<td>$7,500 or $5,000</td>
</tr>
</tbody>
</table>

**True Market Study:**

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

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

- DB1A Origin and Destination Traffic Survey – U.S. Department of Transportation
- Ticket Data – Airline Reporting Corporation (ARC)
- Airline Schedules – Official Airline Guides (OAG / UBM Aviation
- Census Data – U.S. Census Bureau
- Regional Economic Data – U.S. Bureau of Economic Analysis

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

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

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

**Airline Recruitment Video:**

Consultant will complete each of the following tasks:

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

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

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

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

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

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

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

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

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

7. INTERNATIONAL DATA RESTRICTIONS

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

__________________________
Robert A.B. Reichert, Mayor

Dated this ___ day of ____________, 2014

__________________________
Attested: Shelia Thumond, County Clerk

Dated this ___ day of ____________, 2014

__________________________
Mark Sixel, Sixel Consulting Group, Inc.

Dated this ___ day of ____________, 2014
Crystal, Jones

From: Kris Nichter <kris@sixelconsulting.com>
Sent: Tuesday, May 13, 2014 1:31 PM
To: Crystal Jones
Subject: RE: REVISED Proposal - True Market Study - Middle Georgia Regional Airport (MCN)

Importance: High

Crystal,

Please find revised agreement attached.

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

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

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

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

Let me know if you need anything else.

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

Kris Nichter | Director of Business Development
Sixel Consulting Group | Toledo, Ohio
(e) kris@sixelconsulting.com | (c) 419.707.9899
(w) sixelconsulting.com | (l) 541.341.1603

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

Crystal,

Good Afternoon-

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

Thanks very much.
From: Crystal Jones [mailto:ClJones2@maconbibb.us]
Sent: Thursday, May 08, 2014 11:10 AM
To: Kris Nichter
Subject: True Market Study - Middle Georgia Regional Airport (MCN)
Importance: High

Good morning,

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

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

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

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

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

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

Thank you,

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

**CONFIDENTIALITY NOTICE**

This communication, including any attachments, contains confidential information intended only for the addressee(s). The information contained in this transmission may also be privileged and/or subject to attorney work-product protection and exempt from disclosure under applicable law. If you are neither the intended recipient nor the employee or agent responsible for delivering this e-mail to the intended recipient, any unauthorized review, use, disclosure, distribution, or taking of any action in reliance on this information is prohibited. If
you are neither the intended recipient nor the employee or agent responsible for delivering this e-mail to the intended recipient, please contact the sender immediately by reply e-mail and destroy all copies of the original message.
VENDOR 7531 - SIXEL CONSULTING GRP

SIXEL CONSULTING
497 OAKWAY ROAD
SUITE 220
EUGENE, OR 97401

REQUISITION # AND DATE:

<table>
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<tr>
<th>QUANTITY</th>
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<th>UNIT COST</th>
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<td>1.0000</td>
<td>Each</td>
<td>- True Market / Leak Study 550.7562.579010 - Airport Fac's Proj &amp; Equip</td>
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DATE 05/15/2014

PROCUREMENT DIRECTOR

1. PURCHASE ORDER TERMS AND CONDITIONS AVAILABLE AT www.maconbibb.us/purchasing (DOCUMENTS).
2. EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES.
3. SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL.
4. PARTIAL SHIPMENTS WILL BE ACCEPTED IF INVOICED SEPARATELY.
5. C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND SIXEL CONSULTING GROUP, INC., FOR THE CAPPED AMOUNT OF TEN THOUSAND AND 0/100 ($10,000.00) FOR COMPLETION OF A TRUE MARKET/LEAKAGE STUDY FOR THE MIDDLE GEORGIA REGIONAL AIRPORT TO BE FUNDED BY LAND SALE FUNDS AND FOR OTHER PURPOSES.

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<tr>
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REPORT

Referred to the Committee on

Date: ____________________________

Rendered ____________________________

Approved as to form for County Attorney by

Crystal Jones
Assistant County Attorney
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH JONES COUNTY, GEORGIA FOR MACON-BIBB COUNTY, GEORGIA TO CONTINUE TO PROVIDE SOLID WASTE MANAGEMENT SERVICES TO THAT PORTION OF JONES COUNTY WHICH WAS FORMERLY A PART OF THE CITY OF MACON, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

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

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

WHEREAS, effective January 1, 2014, the Act further provided "that portion of the City of Macon that is located in Jones County shall be treated as having been deannexed from the City of Macon and shall be an unincorporated area of Jones County"; and

WHEREAS, prior to the effective date of the Act on January 1, 2014, the City of Macon had been providing Solid Waste Management Services, as defined herein, to that portion of Jones County which was a part of the City of Macon; and

WHEREAS, since the effective date of the Act on January 1, 2014, Macon-Bibb County has continued to provide Solid Waste Management services to that portion of Jones County which was formerly a part of the City of Macon; and

WHEREAS, Jones County desires to ensure that its citizens who reside in that portion of Jones County which was formerly a part of the City of Macon continue to receive Solid Waste Management Services from Macon-Bibb County; and

WHEREAS, Macon-Bibb County desires to continue to provide Solid Waste Management Services to those citizens who reside in that portion of Jones County which was formerly a part of the City of Macon; and

WHEREAS, Macon-Bibb County and Jones County desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions;
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Intergovernmental Agreement with Jones County, Georgia for Macon-Bibb County, Georgia to continue to provide solid waste management services to that portion of Jones County which was formerly a part of the City of Macon, in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this ____ day of ______________________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

________________________________________
SHEILA THURMOND, CLERK OF COMMISSION.
## 1. APROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>1. APROVAL OF MINUTES FROM WORK SESSION ON May 13, 2014</th>
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<tr>
<td>Meeting</td>
<td>May 27, 2014 - MACON - BIBB COUNTY COMMISSION WORK SESSION</td>
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<td>1. APROVAL OF MINUTES</td>
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<td>Type</td>
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## 2. ELECTED OFFICIALS' PRESENTATIONS

### A. PRESENTATION BY SHERIFF DAVID DAVIS

<table>
<thead>
<tr>
<th>Meeting</th>
<th>May 27, 2014 - MACON - BIBB COUNTY COMMISSION WORK SESSION</th>
</tr>
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<tr>
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<td>2. ELECTED OFFICIALS PRESENTATIONS</td>
</tr>
<tr>
<td>Access</td>
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</tbody>
</table>

### B. PRESENTATION BY ERICA WOODFORD, CLERK OF SUPERIOR COURT

<table>
<thead>
<tr>
<th>Meeting</th>
<th>May 27, 2014 - MACON - BIBB COUNTY COMMISSION WORK SESSION</th>
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<td>2. ELECTED OFFICIALS PRESENTATIONS</td>
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</table>
MACON-BIBB COUNTY COMMISSION
WORK SESSION
May 13, 2014
5:00 P.M.
COMMISSION CHAMBERS

COMMISSION MEMBERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Commissioner Mallory Jones
Commissioner Larry Schlesinger
Commissioner Al Tillman

Mayor Pro-Tem Bert Bivins
Commissioner Ed DeFore
Commissioner Elaine Lucas
Commissioner Scotty Shepherd
Commissioner Virgil Watkins

STAFF PRESENT:
Judd Drake, County Attorney
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training & Events Coordinator
Chris Floore, Asst. to the County Manager
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Crystal Jones, Sr. Asst. County Attorney
Sarah Tenon, Director of Animal Welfare
Tom Buttram, Director of Business Development
Wanzie Jackson, Director of ECD
Dave Fortson, Director of Engineering
Gene Simonds, Director of Facility Management
Christy Iuliucci, Director of Finance
Ben Hubbard, Director of Human Resources
Stephen Masteller, Director of Information Tech.
Steve Lawson, Director of Parks & Beautification
Kevin Barkley
Nyesha Daley, Director of Purchasing
Doc Dougherty, Director of Recreation
James Bumpus, Director of Small Business
Karen McDuffie, Budget Office
Amanda Raegan, Budget Office
Gail Kohler, Budget Office
Jan Baggarly, Exec. Director of Extension Services

ELECTED OFFICIALS
Sheriff David Davis
Judge William Adams
Rebecca Grist
Judge Tilman Self
Erin Woodford

NEWS MEDIA:
Jim Gaines, The Telegraph
Anita Oh, WMAT TV

GUESTS:
Susan Welch, Exec. Director, Museum of Arts & Sciences
Jan Baggarly, Exec. Director, Macon Arts Alliance
Jonathon Dye, Macon Arts Alliance
Andy Ambrose, Exec. Director, Tubman Museum

The meeting was called to order by Mayor Robert Reichert at 5:00 p.m.
Mayor Reichert stated that the purpose of the meeting was the presentation of the FY2015 Proposed Budget. He stated that this was a pivotal moment in the new government. In 2014 a smooth transition was made to the new government, C-SPAN featured Macon-Bibb County on its Cities Tour, District Community forums were held, both Finance Departments received awards,
and two new websites were launched. He continued that new departments heads were selected, the 5 x 5 program was continued, the Sheriff's office expanded and the 800 MHz Emergency Radio System was implemented with no service interruption. The Special Purpose Local Option Sales Tax has made the following projects possible: 800 MHz Emergency Radio System, Fire Stations #109 and #110, Juvenile Justice Center Roundabout at College and Oglethorpe Streets, Animal Welfare Construction and Upgrades to the Recreation Centers. Mayor Reichert continued that the Tattnall Square Tennis Courts are nearing completion, the City Auditorium and Rose Hill Cemetery as well as Central City Park's Bandstand and Round building have seen improvements. The challenges of consolidation have been met and now the government can move forward into the new fiscal year.

Mayor Reichert reported that Macon-Bibb County is now the fourth largest city in the State. There are presently 1,961 full time and 146 part time employees. He stated that in the future he sees our community becoming a hub City for Middle Georgia, providing more effective and efficient services. He continued that the 5 x 5 program will expand and SPLOST projects will be completed, Ocmulgee Heritage Trail will be extended and work on the Amerson Water Park will be completed.

Mayor Reichert stated when it comes to the Budget the government must provide the expected and needed services, they must spend money wisely by being good stewards of the public's money, reduce former City of Macon property taxes and identify additional revenue streams, including franchise fees and service charges.

The FY2015 budget is $158,700,600 which is 5.6 less than mandated. 59.3% of the budget is for public safety leaving the rest for operations. Current personnel make up 80% of the budget but vacant positions were not 100% funded. For the Departments, Travel and Operating Supplies were reduced along with outside agency funding being reduced.

Mayor Reichert then reviewed the Mandated General Fund Reductions which by the year 2019 must not exceed $145,359,129. He continued that $74,785,000 of the revenue comes from property tax with $35,056,000 coming from sales tax.

Mayor Reichert concluded that the government is liken to a new pony with legs not yet strong but he believes that by the year 2019 we will be in line to compete with any other Community.

There being no further business, the meeting was adjourned at 6:00 p.m.

Shelia Thurmond, CCC
Clerk of the Commission

May 13, 2014