Tuesday, June 3, 2014
MACON-BIBB COUNTY COMMISSION - MEETING SCHEDULE

5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
Tuesday, June 3, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Government Center
Commission Chamber

1. CALL TO ORDER

Subject: A. Mayor Robert A.B. Reichert
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 1. CALL TO ORDER
Access: Public
Type: Procedural

2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

3. NEW BUSINESS

Subject: A. Resolution to provide $450,000.00 to Potemkin Development related to the development of Sterling Heights Senior Apartments located at 5300 Bowman Road
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 3. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

Subject: B. Resolution to provide $250,000.00 to Roundstone Development related to the development of Mallard Lakes located at approximately 1425 Hall Road
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 3. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Committee of the Whole recommends approval

4. ADJOURNMENT

Subject: A. Mayor Robert A.B. Reichert
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category: 4. ADJOURNMENT
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Tuesday, June 3, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Government Center
Commission Chamber

1. CALL TO ORDER

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2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

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<th>Subject</th>
<th>A. Pre-Commission Meeting on May 20, 2014</th>
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File Attachments
May 20 2014 Pre Commission Meeting.pdf (203 KB)

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File Attachments
May 20 2014 Regular Commission Meeting.pdf (382 KB)

5. INVITED GUESTS
A. Career Technical and Agricultural Education Students (CTAE) and Career Technical Instructors (CTI)

Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 5. INVITED GUESTS
Access: Public
Type: Recognition

Schools represented are:
- Northeast High School
- Rutland High School
- Howard High School
- Central High School
- Southwest High School
- Westside High School
- Hutchings Career Center

6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES AND DEPARTMENTS

A. Operations and Finance Committee
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access: Public
Type: Report

B. Economic and Community Development Committee
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access: Public
Type: Report

C. Public Safety Committee
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access: Public
Type: Report

D. Facilities and Engineering Committee
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES AND DEPARTMENTS
Access: Public
Type: Report

8. CONSENT AGENDA

9. OLD BUSINESS
Subject: A. Ratification of the following Retirements: Ms. Florine Meadows (County Extension Service) and Mr. Jerry Stokes (Public Works)
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action (Consent)
Recommended Action: Operations and Finance Committee recommends approval

Subject: B. Resolution authorizing an agreement with Cana Communications regarding property at 455 Walnut Street
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval
File Attachments
5-27-2014 - 455 Walnut Street property.pdf (736 KB)

Subject: C. Resolution authorizing an agreement with a Telecommunications provider for the Ft. Hawkins Visitor's Center building
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval
File Attachments
5-27-2014 - Fort Hawkins - Telecommunications Service.pdf (661 KB)

Subject: D. Ordinance to appropriate funds from Commissary Fund to provide equipment for the Jail
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval
File Attachments
https://www.boarddocs.com/ga/macombibb/board.nsf/Private?open&login
### Subject: E. Ordinance to appropriate funds from Commissary Fund to replace Graphics on Patrol Cars
- **Meeting:** Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
- **Category:** 9. OLD BUSINESS
- **Access:** Public
- **Type:** Action
- **Recommended Action:** Operations and Finance Committee recommends approval

#### File Attachments
- 5-27-2014 - Replacing Graphics on Patrol Cars.pdf (642 KB)

### Subject: F. Ordinance to appropriate funds from Fund Balance to Internal Audit Operating budget
- **Meeting:** Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
- **Category:** 9. OLD BUSINESS
- **Access:** Public
- **Type:** Action
- **Recommended Action:** Operations and Finance Committee recommends approval

#### File Attachments
- 5-27-2014 - Internal Audit Operating Budget.pdf (552 KB)

### Subject: G. Ratification of Request for Transfer of Funds by the Sheriff’s Office and Clerk of Superior Court
- **Meeting:** Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
- **Category:** 9. OLD BUSINESS
- **Access:** Public
- **Type:** Action
- **Recommended Action:** Operations and Finance Committee recommends approval

### Subject: H. Resolution to provide funds of In-Kind Services related to the A.L. Miller High School Project
- **Meeting:** Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
- **Category:** 9. OLD BUSINESS
- **Access:** Public
- **Type:** Action
Recommended Economic and Community Development Committee recommends approval
Action

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

Subject I. Resolution to provide funds related to the former Henry A. Hunt Elementary School property
Meeting Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Economic and Community Development Committee recommends approval
Action

File Attachments
5-27-2014 - Hunt School Partners LP - $450,000.00.pdf (1,480 KB)

Subject J. Resolution to provide funds related to the Macon Gardens Apartment project
Meeting Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Economic and Community Development Committee recommends approval
Action

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

Subject K. Resolution to provide funds to Roundstone Development for the development of Mallard Lakes
Meeting Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Committee of the Whole recommends approval
Action

File Attachments
Roundstone Development.pdf (662 KB)
Subject  L. Resolution to support Potemkin Development related to the development of Sterling Heights Senior Apartments
Meeting  Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  9. OLD BUSINESS
Access  Public
Type  Action
Recommended Action  Committee of the Whole recommends approval
File Attachments
Sterling Heights Resolution of Support.pdf (536 KB)

Subject  M. Resolution to provide funds to Potemkin Development related to the development of Sterling Heights Senior Apartments
Meeting  Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  9. OLD BUSINESS
Access  Public
Type  Action
Recommended Action  Committee of the Whole recommends approval
File Attachments
Potemkin Group - Financial Support of Sterling Heights.pdf (82 KB)

Subject  N. Resolution to support the Economic and Community Development Department entering into an agreement and providing funds to Georgia Behavioral Health Services
Meeting  Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  9. OLD BUSINESS
Access  Public
Type  Action
Recommended Action  Economic and Community Development Committee recommends approval
File Attachments
Georgia Behavioral Health Services.pdf (15,313 KB)

Subject  O. Resolution authorizing an agreement with the Land Bank Authority for properties for future redevelopment purposes
Meeting  Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  9. OLD BUSINESS
Access  Public
P. Resolution authorizing a Contract Amendment and Contract for construction project related to the Runway 5 Safety Area grading and replacing Taxiway B Lighting at the Middle Georgia Regional Airport

Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

Subject

Q. Resolution to authorize a Consulting Agreement with Sixel Consulting Group related to a Leakage Study for the Middle Georgia Regional Airport

Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering recommends approval

Subject

R. Resolution authorizing an Intergovernmental Agreement with Jones County for Solid Waste Management Services

Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Facilities and Engineering Committee recommends approval

File Attachments
5-27-2014 - Land Bank Authority.pdf (1,186 KB)
5-27-2014 - GDOT Runway 5.pdf (609 KB)
5-27-2014 - Sixel Consulting Group Inc.pdf (2,533 KB)
5-27-2014 - Intergovernment Agreement with Jones County for Solid Waste Management Services.pdf (655 KB)
10. NEW BUSINESS

Subject A. Resolution authorizing an agreement with Charles Stewart for the lease of 179.61 acres of Clear Zone Land within the Middle Georgia Regional Airport  
Meeting Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING  
Category 10. NEW BUSINESS  
Access Public  
Type Action  
Recommended Action Refer to the Operations and Finance Committee  
File Attachments  
Farm Land Lease - Middle Georgia Regional Airport.pdf (1,423 KB)

Subject B. Resolution authorizing Bragg Jam to hold its 2014 Music Festival in Downtown Macon, Georgia  
Meeting Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING  
Category 10. NEW BUSINESS  
Access Public  
Type Action  
Recommended Action Refer to Economic and Community Development Committee  
File Attachments  
Bragg Jam 2014.pdf (83 KB)

Subject C. Resolution authorizing a letter of Agreement with the Georgia Department of Transportation for the installation of a Roundabout at the intersection of Eisenhower Parkway and Fulton Mill Road  
Meeting Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING  
Category 10. NEW BUSINESS  
Access Public  
Type Action  
Recommended Action Refer to Facilities and Engineering Committee  
File Attachments  
Roundabout at Eisenhower Pkwy and Fulton Mill Rd.pdf (2,789 KB)

Subject D. Resolution approving and ratifying the September 2013 Landfill Gas Purchase Agreement between the City of Macon and Cherokee Brick & Tile Company
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Facilities and Engineering Committee

File Attachments
- Ratifying Cherokee Brick and Tile Company Agreement.pdf (160 KB)

Subject: E. Resolution in opposition to Georgia House Bill 60 a/k/a the "Safe Carry Protection Act of 2014"
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Public Safety Committee

File Attachments
- Safe Carry Protection Act.pdf (691 KB)

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT

Subject: A. Mayor Robert A.B. Reichert
Meeting: Jun 3, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 12. ADJOURNMENT
Access: Public
Type: Procedural
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
May 20, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on May 20, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present
Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Elaine Lucas

Commission Members Present
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present
Judd Drake – County Attorney
Crystal Jones – Senior Assistant County Attorney
Opie Bowen – Assistant County Attorney
Reggie McClendon – Assistant County Attorney
Shelia Thurmond – Clerk of Commission
Steve Layson – Assistant County Manager (Infrastructure)
Charles Coney – Assistant County Manager (Operations)
Chris Floore – Assistant to County Manager - Public Affairs
Julie Moore – Assistant to County Manager –Strategic Planning & Budget
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator
Doug Faour – Airport Manager

Visitors Present
Dr. Lindsey Hollliday
Virgil Adams, Attorney

News Media Present
Jim Gaines – The Telegraph

Announcements:
County Attorney Judd Drake introduced Reggie McClendon as the new Assistant County Attorney for his office. Mr. McClendon is a graduate of Morehouse College and Georgia Tech and is a former attorney for the City of Atlanta.

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

The Mayor stated the meeting was being convened as a Committee of the Whole to take action on the following items:

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

Julie Moore stated this contract was recently received from Georgia Power and was reviewed by County Attorney Judd Drake. Attorney Drake determined the contract would be in excess of $50,000, thereby requiring approval by the Commission. Attorney Drake stated this was due to the Center being placed on the grid supplying the Bibb County Jail, at an approximated cost of $47,308 annually and the projected cost of electric service for the jail approximated at $303,743.

On motion of Commissioner Bechtel, seconded by Commissioner DeFore, and carried unanimously, the Resolution was approved for consideration at tonight’s meeting.

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

Mayor Reichert stated this will be item R on tonight’s agenda.

B. Resolution to support the A. L. Miller Village, LP to redevelop the A. L. Miller High School

Mayor Reichert stated four development projects had been submitted to the Commission to get tax credits from DCA. He further stated there is no financial commitment, but merely a resolution of support and endorsement for these projects equally.

On motion of Commissioner Bechtel, seconded by Commissioner Tillman, and carried, the Resolution was approved for consideration at tonight’s meeting.


Mayor Reichert stated this will be item T on tonight’s agenda.

C. Resolution to support Roundstone Development, LLC to develop Mallard Lakes
Mayor Reichert reiterated there is no financial commitment, but a resolution of support and endorsement.

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

Approval by Commissioners Gary Bechtel, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Virgil Watkins, Jr., and Al Tillman.
Commissioner Bert Bivins, Ill voted No.

*Mayor Reichert stated this will be item S on tonight's agenda.*

**D. Resolution to authorize and approve a consulting Agreement between Macon-Bibb County and Sixel Consulting Group, Inc. for completion of a True Market/Leakage Study for Middle Georgia Regional Airport**

Discussion: Doug Faour stated the Market/Leakage Study agreement with Sixel Consulting, Inc. for $10,000 at Middle Georgia Regional Airport will provide data that shows there is a market here that can easily meet the DOT Essential Service requirements. Also the study will be used as a supplement to our appeal to remain in the program. He further stated the study would be valid for three years. In addition, the study will show us where passengers travel to which will be extremely helpful when recruiting airlines. The study results will also show the number of passengers that could use the airport but choose other airports.

Commissioner Lucas inquired whether the study could be done by the RC and whether they had been contacted. She stated the RC may already have this data, and that they were capable of conducting the study. She also inquired about the funding for the study. Julie Moore stated the funding would be from the land sale funds derived from the Department of Transportation from the widening of Avondale Mill Road of which there is approximately $237,000 available in the fund.

A motion was made by Commissioner DeFore and seconded by Commissioner Bechtel but the Resolution failed by a vote of four to three (4-3).

Commissioners Bechtel, DeFore, and Jones voted Yes
Commissioners Bivins, Lucas, Watkins, and Tillman voted No

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

Judd Drake, County Attorney, gave an overview of the amended 2011 Urban Development Plan to include the areas encompassing the projects proposed by the Benoit Group, Macon Housing Authority, Hunt School, and Miller High School properties. He also stated references to the City of Macon and County Wards have been replaced by references to Macon-Bibb County and Commission districts, demographic information has been updated to reflect Macon-Bibb County data and additional evidence of slum areas for the additional areas.
On motion of Commissioner Lucas, seconded by Commissioner Watkins, and carried unanimously, the Resolution was approved for consideration at tonight's meeting.


F. Resolution authorizing execution of an agreement with Georgia Power Company and an agreement with the Macon Water Authority to transfer utility services for the Fort Hawkins Visitor's Center building

Discussion: Commissioner Lucas stated a review of other Macon-Bibb County agencies needed to be done to determine if we were paying their utilities as the approval of this agreement would be setting a precedent. She also asked for the revenue source for the Fort Hawkins Visitors Center. County Attorney Judd Drake stated the City has owned the building since 2008.

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


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

This item was removed from the Agenda for additional information and documentation and will be referred to the Facilities and Engineering for further action.

Review Agenda for Tonight's Commission Meeting

Mayor Reichert stated in the essence of time the agenda items would not be reviewed in order to go into Executive Session to discuss pending litigation with Counsel.

Executive Session

The Mayor asked for a motion to go into Executive Session to discuss pending litigation with Counsel, Virgil Adams.

On motion of Commissioner Tillman, seconded by Commissioner Jones and carried unanimously, the Commissioners went into Executive Session at 5:45 P.M.


On motion of Commissioner Lucas, seconded by Commissioner Jones and carried unanimously, the meeting was re-opened.

There being no further business, and on motion of Commissioner Lucas, seconded by Commissioner Bechtel and carried unanimously, the Pre-Commission meeting was adjourned.


Shelia Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
May 20, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on May 20, 2014 at 6:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present:
Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Elaine Lucas
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Commission Members Absent
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd

Staff Present:
Judd Drake -- County Attorney
Crystal Jones -- Sr. Asst. County Attorney
Opie Bowen -- Asst. County Attorney
Reggie McClendon -- Asst. County Attorney
Trea McCombs, Public Affairs
Kevin Barrere -- Public Affairs
Justin Crum, Public Affairs
Chris Floore -- Asst. to Co. Mgr. - Public Affairs

Shelia Thurmond -- Clerk of Commission
Steve Layson -- Asst. Co. Mgr - Infrastructure
Jean S. Howard -- Asst. Clerk of Commission
Janice Ross -- Training & Events Coordinator
Julie Moore -- Asst. to Co. Mgr. -- Strategic Planning & Budget

Guests in Attendance
Dr. Lindsey Holliday
Bruce Gerwig
Members of St. Luke Baptist Church
Dr. Mary Stenson (Widow of Rev. Marshall Stenson)
Hampton Swain

News Media Present
Jim Gaines -- The Telegraph
Ron Wildman -- 58 WPGA

CALL TO ORDER

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

The prayer was rendered by Rev. Stacey Harwell of Centenary United Methodist Church.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on May 6, 2014
B. Regular Commission Meeting on May 6, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Al Tillman, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on May 6, 2014 were approved as presented.


INVITED GUESTS

Rev. Stacey Harwell of Centenary United Methodist Church was invited to render the prayer for tonight's Regular Commission Meeting.

Naa Adorkor Allotey, introduced by Commissioner Lucas, is Bibb County's Star Student and is Valedictorian of her class at Mt. De Sales Academy. Commissioner Lucas spoke of the many honors, awards, and achievements of Ms. Allotey, among which are: National Honor Society member, Governor's Honors Program, and the National Achievement Scholarship. She thanked the Mayor and Commissioners for inviting and recognizing her at tonight's meeting. From the many scholarship offers received, Ms. Allotey stated she plans to attend Duke University in the fall.

PUBLIC COMMENTS ON AGENDA ITEMS

Dr. Lindsey Holliday commented on items Q, V, and X on tonight's agenda. He stated monies slated for these items to enhance our existing airport would be better used to have joint-use of runways with Robins Air Force Base. He stated that if joint-use was in effect during the next BRAC (Base Realignment and Closure) it would be an enormous help in keeping the base open. Also joint-use would be monetarily and environmentally effective.

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee
Committee Chairman Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, May 13, 2014. The Committee discussed and recommended approval of the following items:

- Denial of the appeal of Mt. Sinai Church for exemption of taxes for duplexes owned by the church 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."

- The appointment of Lauren Benedict as the Post Seven (7) citizen member of the Macon General Employees Retirement Committee.

- A Consultant Agreement with T.Y. Lin International for Mid-City Square Conceptual Design in the amount of $4,950. T.Y. Lin is the same company working on the design of the Second Street corridor. Talks are on-going with the property owners on all four corners of the proposed Mid-City Square.

- The sale of a partial portion of New Street Lane to the Medical Center for $29,204. The Medical Center plans to build a parking garage for employees and visitors.

- The sale and close of alley known as Clieitt Drive to Mr. Moses Jackson, who owns both sides of the alley for $18,534.

- The sale of a portion of Second Street Lane for $9,350 to Brian Nichols, who owns Taste and See Coffee Shop. Mr. Nichols plans to turn the alley into an outdoor dining area. The alley is in bad condition now with torn asphalt and debris.

- Franchise agreement with Southern Rivers Energy. This is a standard agreement that the new government is entering into with other utility companies located previously with the City and Bibb County.

- Reduction of Lien on 2857 Mercer University Drive for a church whose roof collapsed and whose remaining structure was demolished by the Public Works Department due to safety issues.

- The hiring of two summer interns to be paid for from the ACCG Civic Affairs Foundation 2014 Georgia County Internship Program Grants in the amount of $4,000. The interns will be in Office of the Public Defender.

- An agreement with Davenport & Company, LLC for financial advisory services.

**Economic and Community Development Committee**

Vice Committee Chairman Tillman reported, in the absence of Chairman Schlesinger, that the Economic and Community Development Committee met on Tuesday, May 13, 2014. The Committee discussed and recommended approval of the following items:

*May 20, 2014*
• A Resolution to support Hunt School Partners, L.P. in its application for Low Income Housing Tax Credits. The Macon Housing Authority plans to acquire and redevelop the former Henry A. Hunt Elementary School property located at 990 Shurling Drive for senior citizens.

• A Resolution to support the Benoit Group, LLC in its plans to redevelop the Macon Gardens property located at 3601 Mercer University Drive.

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

• The Urban Redevelopment Plan was modified to include adjacent properties with similar characteristics that fit logically within the 2011 plan. Additional areas were identified that needed to be improved that were not included in the previous plan.

• An Ordinance approved amending the method of appointments to the Macon-Bibb County Industrial Authority. Previously, appointments included the Chairman of Bibb County Board of Commissioners and the City of Macon's 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.

The Committee heard a presentation from the following:

• Oracle Design Group – A presentation was made to rehab A. L. Miller High School for 62 one, two, and three bedroom units along with nine single family homes on the school’s 11 acre site located on Montpeller Avenue. The proposed construction budget is $3.23 million. Oracle Design Group will apply for the Department of Community Affairs Low Income Housing Tax Credit and requested Macon-Bibb County contribute $650,000 in renovations to roadways and blighted areas around the proposed development.

• Roundstone Development - A presentation was made on the development of 92 residential units consisting of 100 percent one, two, three, and four bedroom affordable housing units to be named Mallard Lakes on Hall Road. The total development cost will be $12.0 million. They will also apply for the Department of Community Affairs Low Income Housing Tax Credit.

Facilities and Engineering Committee

Committee Chairman Al Tillman yielded to Vice-Chairman Jones who reported the Facilities and Engineering Committee met on Tuesday, May 13, 2014 and approved the following:
• A Resolution in the amount of $100,000 for a proposed action plan for property on Riverside Drive. In order to make the property more marketable, additional soil samples needs to be obtained for testing.

• The renaming of Haywood Road to Marshall Stenson, Jr. Drive in honor of Reverend Dr. Marshall Stenson of St. Luke Baptist Church, who recently died. The members of St. Luke Baptist requested the road name change to honor him. The residents of Haywood Road are in agreement that this would be a great honor for him.

• Acceptance of Oak Creek Subdivision streets and drainage system as public roads.

• The Georgia Department of Transportation commitment of $208,606 in federal funds for displacing runway 10/28 at the Macon Downtown Airport. Macon-Bibb County's share is $11,469.13.

CONSENT AGENDA

A. Ratification of action of Tax Assessors denying the appeal for exemption from taxation by Mt. Sina Church

ACTION:

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

OLD BUSINESS

A. Resolution making the appointment of Lauren Benedict to the Macon General Employees Retirement Committee

• Clerk read by caption: A Resolution of the Macon-Bibb Commission appointing Lauren Benedict as the Post Seven (7) citizen member of the Retirement Committee for Division A of the Macon-Bibb County Pension and Retirement Systems; and for other purposes.

ACTION:

• Approval by Commissioners Bert Bivins, III, Gary Bechtel, Mallory Jones, III, Ed DeFore, Virgil Watkins, Jr., and Al Tillman.

• Commissioner Elaine Lucas voted No.

B. Resolution authorizing and approving Consultant Agreement for Mid-City Square Conceptual Design
• Clerk read by caption: A Resolution of the Macon-Bibb Commission to authorize and approve a consulting agreement between Macon-Bibb County and T. Y. Lin International, Inc. of four thousand nine-hundred and fifty and 00/100 ($4,950.00) for professional consulting services for the Mid-City Square Conceptual Design Project; and for other purposes.

ACTION:

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

C. Resolution authorizing the sale of a partial portion of New Street Lane

• Clerk read by caption: A Resolution of the Mayor and the Macon-Bibb County Commission authorizing the Mayor to sell a partial portion of New Street Lane consisting of 2,086 square feet to the adjoining owner for no less than fair market value ($29,204); authorizing the Mayor to execute a Quit Claim Deed and any other necessary documents to effect the sale of said property; and for other purposes.

ACTION:

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

D. Resolution authorizing the sale and closing of alley known as Cliett Drive

• Clerk read by caption: A Resolution of Mayor and the Macon-Bibb County Commission authorizing the Mayor to sell and close an alley known as Cliett Drive consisting of 18,534 square feet to the adjoining property owner for no less than fair market value ($18,534); authorizing the Mayor to execute a Quit Claim Deed and any other necessary documents to effect the sale of said property; and for other purposes.

ACTION:

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

E. Resolution authorizing the sale of a portion of Second Street Lane

• Clerk read by caption: A Resolution of the Mayor and the Macon-Bibb County Commission authorizing the Mayor to sell a portion of Second Street Lane consisting of 2,085 square feet to the adjoining owner for no less than fair market value ($9,350); authorizing the Mayor to execute a Quit Claim Deed and any other necessary documents to effect the sale of said property; and for other purposes.
ACTION:


F. Ordinance granting a franchise to Southern Rivers Energy

- Clerk read by caption: An Ordinance of the Macon-Bibb Commission granting a franchise to Southern Rivers Energy; and to provide for other lawful purposes.

ACTION:


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

- Clerk read by caption: A Resolution of the Macon-Bibb Commission to reduce the amount of a lien placed on property located at 2857 Mercer University Drive due to demolition costs incurred by Macon-Bibb County in the amount of $13,605.81; and for other purposes.

Discussion: Commissioner Tillman stated, for the public’s information, Macon-Bibb County should bear some of the costs incurred because the property owners were in litigation with their insurance company when the County insisted the remaining structural debris be immediately removed after the church’s roof collapsed. Commissioner Jones stated the acceptance of $2,500 right off the bat should have been negotiated for a larger amount to settle the lien.

ACTION:

- Commissioner Mallory Jones voted No.

H. Resolution authorizing acceptance of Internship Grants

- Clerk read by caption: A Resolution of the Macon-Bibb Commission authorizing the acceptance of two summer 2014 Georgia County Internship Program Grants for the total amount of $4,000.00 from the ACCG Civic Affairs Foundation that have been awarded to the Office of the Public Defender to fund two internships with the Macon Circuit Public Defenders Investigative Intern Clinic for the 2014 Summer Term; and for other purposes.

ACTION:

May 20, 2014

I. Resolution authorizing agreement with Davenport & Company, LLC

- Clerk read by caption: A Resolution of the Mayor and the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Davenport & Company, LLC for financial advisory services, in substantially the same form as attached hereto as Exhibit “B”; and for other purposes.

ACTION:


J. Resolution to support application for low income housing tax credits for the Henry A. Hunt Elementary School property

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving to support Hunt School Partners, L.P. and its application for Low Income Housing Tax Credits to acquire and redevelop the former Henry A. Hunt Elementary School property located at 990 Shurling Drive in Macon-Bibb County, Georgia; and for other purposes.

Discussion: Commissioner Lucas stated she was encouraged to see this particular development take place as this is one of the sites where she gets the most citizen complaints. She further stated the development company has a history of success and has received a state award for its Vineville Avenue Senior housing project as well as its success with the Baltic Park Senior housing project. She stated this location is the entranceway to this East Macon neighborhood and to St. Luke Baptist Church. She asked that this area be included in the 5x5 plan as well.

ACTION:


K. Resolution to support the Benoit Group regarding the redevelopment of the Macon Gardens property

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to support the Benoit Group, LLC, to redevelop the Macon Gardens property located at 3601 Mercer University Drive in Macon-Bibb County, Georgia; and for other purposes.

Discussion: Commissioner Tillman stated there were four proposed projects and asked that the
Benoit Group receive high priority as time was of the essence for them as their project addressed the need to assist persons living in deplorable conditions and the amount of funding requested was less than the other proposed projects. Mayor Reichert made a point of clarification to state that none of the four Resolutions contain any financial commitment but were an expression of support in general by the Commission.

**ACTION:**

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

**L. Resolution authorizing execution of the Chief Local Elected Officials contract**

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute the Chief Local Elected Officials (LEO) Agreement between Macon-Bibb County, Georgia and the town of Payne City, Georgia under the Workforce Investment Act in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**

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

**M. Ordinance amending Code to address methods of appointment of members of the Industrial Authority**

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission amending Chapter 2 Administration of the Macon-Bibb County Code of Ordinance to address methods of appointment of certain members of the Macon-Bibb County Industrial Authority; to provide for repeal of conflicting Ordinances; to provide an adoption and effective date; and to provide for other lawful purposes.

**ACTION:**

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

**N. Resolution to authorize and approve proposed action plan for the redevelopment of the Riverside Drive property**

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize and approve the proposed action plan for redevelopment of Riverside Drive Property and Associated Manufactured Gas Plant (“MGP”) # 2 at a cost of approximately $100,000.00; and for other purposes.
ACTION:

- Commissioner Virgil Watkins, Jr. voted No.

O. Resolution to rename Haywood Road to Marshall Stenson, Jr. Drive

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to rename Haywood Road to Marshall Stenson, Jr. Drive; and for other purposes.

ACTION:


P. Resolution to accept the streets and drainage systems in Oak Creek Subdivision

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to accept dedication of the streets and drainage systems located within the streets in Oak Creek Subdivision and to declare that those streets shall be open for public use and shall be maintained by the City; and for other purposes.

ACTION:


Q. Resolution authorizing execution of contract for construction of runway safety zone at Macon Downtown Airport

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Georgia Department of Transportation for Macon-Bibb County to sponsor the construction related to displacing the Runway 10/28 threshold at the Macon Downtown Airport, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:


R. Resolution authorizing the Mayor to execute an agreement with Georgia Power Company to provide electric service for the Thomas Jackson Juvenile Justice Center
Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Georgia Power Company to provide electric service for the Thomas Jackson Juvenile Justice Center, located at 560 Oglethorpe Street, Macon, Georgia 31201, as an addition to the electric grid currently supplying the Bibb County Jail, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

**ACTION:**


S. Resolution to Support Roundstone Development, LLC to develop Mallard Lakes

Clerk read by caption: A Resolution of the Macon-Bibb County Commission to support Roundstone Development, LLC, to develop Mallard Lakes located at approximately 1425 Hall Road in Macon-Bibb County, Georgia; and for other purposes.

**ACTION:**

- Commissioner Bert Bivins, III voted No.

T. Resolution to support A. L. Miller Village, LP to redevelop the A. L. Miller High School

Clerk read by caption: A Resolution of the Macon-Bibb County Commission to support Oracle Design Group, Inc., to redevelop the A. L. Miller High School located at 2241 Montpelier Avenue in Macon-Bibb County, Georgia; and for other purposes.

Mayor Reichert asked for a motion to amend the Resolution to change the name of the developer from Oracle Design Group, Inc. to A. L. Miller Village, LP, the actual development entity doing the project.

- On motion of Commissioner Tillman, seconded by Commissioner Bivins, and carried unanimously, the amended Resolution was approved to change the name of the developer from Oracle Design Group, Inc. to A. L. Miller Village, LP

**ACTION:**

• *Unanimous approval of the main motion (Resolution to support the A. L. Miller Village, LP to redevelop the A. L. Miller High School) by Commissioners Bert Bivins, III, Gary Bechtel, Elaine Lucas, Mallory Jones, III, Ed DeFore, Virgil Watkins, Jr., and Al Tillman.*

U. Resolution authorizing execution of an agreement with the Georgia Power Company and an agreement with the Macon Water Authority to transfer utility services for the Fort Hawkins Visitor’s Center building

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Georgia Power Company and an agreement with the Macon Water Authority to transfer utility services for the Fort Hawkins Visitor’s Center building located at 736 Emery Highway, Macon, Georgia 31217, from Warren and Associates to Macon-Bibb County; and for other purposes.

**ACTION:**


V. Resolution to authorize and approve a consulting Agreement between Macon-Bibb County and Sixel Consulting Group for completion of a True Market/Leakage Study for the Middle Georgia Regional Airport

- Clerk read by caption: 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 Sales Funds; and for other purposes.

**ACTION:**

- *This item was removed from the Agenda, and is being referred to the Facilities and Engineering Committee for action.*

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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to modify an Urban Development Plan for one or more slum, blighted, or underdeveloped areas within Macon-Bibb County pursuant to the provisions of the Urban Development Law, (O.C.G.A. Section 31-6-1 and following); to promote the Public Health, Safety and Welfare, and for other purposes.

**ACTION:**

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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a contract amendment and a contract for construction with the Georgia Department of Transportation for a construction project related to improving the Runway 5 safety area grading and replacing Taxiway B lighting at the Middle Georgia Regional Airport with $978,078.00 in Federal Funds, $30,440.70 in State Funds, and $34,216.26 in local funds, in substantially the same form as attached hereto; and for other purposes.

**ACTION:**

- This item was referred for further evaluation to the Facilities and Engineering Committee.

**NEW BUSINESS**

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

- Clerk read by caption: 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 construct two (2) sustainable group homes; and for other purposes.

**Referred To: Economic and Community Development Department**

B. Resolution to provide $450,000 to Hunt School Partners, LP upon receipt of an allocation of low income housing credits from DCA

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to provide $450,000.00 to Hunt Partnership, 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: Economic and Community Development Department**
C. Resolution to provide $650,000.00 of In-Kind Services within a one-half radius of A. L. Miller High School within 24 months of the A. L. Miller Village LP’s receipt of an allocation of low income housing credits from DCA

- Clerk read by caption: 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.

_Referred to: Economic and Community Development Committee_

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

- Clerk read by caption: 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, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

_Referred To: Economic and Community Development Committee_

E. Resolution authorizing a contract with Cana Communications to provide and install access control, security, and video surveillance systems for the newly renovated building located at 455 Walnut Street

- Clerk read by caption: 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 31201 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.

_Referred to: Operations and Finance Committee_

**GENERAL PUBLIC COMMENTS**

Ms. Priscilla Fay Brown spoke on slavery, crime, and the rights of all people.

**POINT OF PERSONAL PRIVILEGE**

Mayor Reichert recognized and expressed condolences to Mrs. Stenson and stated the
The renaming of Haywood Road was a small measure of the Commission's appreciation for the many contributions Rev. Stenson made for the betterment of this community.

Mrs. Marshall Stenson, the widow of Rev. Marshall Stenson of St. Luke Baptist Church, thanked the Mayor and Commissioners for honoring her husband of 54 years by approving the renaming of Haywood Road to Marshall Stenson, Jr. Drive. She further thanked Commissioner Lucas for facilitating and sponsoring the legislation. Several family and St. Luke Baptist Church members accompanied Mrs. Stenson at tonight's meeting for the approval of the renaming Resolution. Mrs. Stenson recited Rev. Stenson favorite Scripture:

"Servant of God, Well Done!
Rest from they loved employ;
The battle fought,
the victory won,
Enter thy Master's joy.
Soldier of Christ, well done!
Praise be thy new employ;
And while eternal ages run,
Rest in thy Savior's Joy"

ADJOURNMENT

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


Sheila Thurmond, CCC
Clerk of Commission
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: ________________________________

SHEILIA THURMOND, Clerk of Commission

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

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

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

**Access Control**

1. Controller to connect to main ACDB in the courthouse  
2. Input Board  
3. Reader Boards  
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.
# Construction Costs

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<td>Security Package (CANA)</td>
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<td>Floor coverings (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>
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## Soft Costs

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<td>Environmental Remediation (Preston Testing)/(GEC)</td>
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<td>Furnishings (Wade McCord)</td>
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<td>Equipment (Wade McCord)*</td>
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<td>NEMO-2Q System</td>
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<td>IT (Grant Faulkner)</td>
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<td><strong>Other</strong></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>
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<td>Surveys, etc. (D&amp;G)</td>
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<td>Contingency @ 5%</td>
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<td><strong>Total Soft Costs</strong></td>
<td><strong>$273,129</strong></td>
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## GRAND TOTAL

**$1,216,429**

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 EMMERY 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; and

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)
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

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<th>Amendment number:</th>
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<th>Sheriff - Conspicuous Fund</th>
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**Date of Request:** 4/22/2014

**Department:**

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<tr>
<td>Total</td>
<td></td>
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<td>10,000.00</td>
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**Reason for Transfer:**

Funds approved in the Sheriff Conspicuous Fund for FY 2014 Capital Outlay for the Bibb County budget for the replacement of a boiler at the detention center at 645 Hazel Street. This boiler is aged and no longer working properly. It was installed when the detention center was built 9 years ago.

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

**Approvals:**

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

[Signature]

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,

David J. Davis
Sheriff of Bibb County

Accompaniments

C: Chief Russell Nelson
   Chief David Montford
   Colonel Mike Carswell
   Danny Thompson
   Deborah Martin
   Doreen Eidmann
   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

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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 original projected to occur during the 1st half of fiscal year 2014 when the budget was originally prepared.

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

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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:
SHEILA THURMOND, CLERK OF COMMISSION
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:
__________________________
SHEILA THURMOND, CLERK OF COMMISSION
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:\Law\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
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO PROVIDE $250,000.00 TO ROUNDSTONE DEVELOPMENT LLC, UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS TO DEVELOP MALLARD LAKES LOCATED AT APPROXIMATELY 1425 HALL ROAD IN MACON-BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, Roundstone Development L.L.C. 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 development of Mallard Lakes at 1425 Hall Road in Macon-Bibb County so as to provide a total of ninety-two (92) residential units of affordable housing which will consist of: thirty (30) one bedroom, one bathroom units, thirty (30) two bedroom, two bathroom units, twenty-four (24) three bedroom, two bathroom units and eight (8) four bedroom, two and a half bathroom units; and

WHEREAS, Roundstone Development L.L.C. will apply with the Georgia Department of Community Affairs for the Low Income Housing Tax Credits; and

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

WHEREAS, the proposed revitalization and rehabilitation will result in several improvements to the property, as shown in the attached Exhibit “A”; and

WHEREAS, Roundstone Development L.L.C. has expressed its desire that Macon-Bibb County provide $250,000.00 in financial support via a 10 year loan, for their proposed development plan which could be paid in two installments for FY '16 and FY'17; and

WHEREAS, this commitment of funding is conditioned on Roundstone Development L.L.C. receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community Affairs; 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 10 year loan in the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($250,000.00) to Roundstone Development LLC, 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.

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 SUPPORT POTEMKIN DEVELOPMENT, INC., AND ITS APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO DEVELOP STERLING HEIGHTS SENIOR APARTMENTS LOCATED AT 5300 BOWMAN ROAD IN MACON-BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Community Affairs is accepting applications for Low Income Housing Tax Credits until June 5, 2014; and

WHEREAS, Potemkin Development, Inc., has expressed interest in submitting an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits in order to construct Sterling Heights Senior Apartments so as to provide affordable senior housing; and

WHEREAS, the housing units will have various site amenities, and a variety of supportive services for the elderly residents; and

WHEREAS, the Macon-Bibb County Commission supports this proposed project, and believes that the development of Sterling Heights Senior Apartments fulfills an important public purpose and a needed investment that benefits the future residents and the surrounding neighborhood, and provides a substantial benefit to Macon-Bibb County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to support Potemkin Development, Inc.,
with its application for Low Income Housing Tax Credits from the Georgia Department of Community Affairs for the development of Sterling Heights Senior Apartments located at 5300 Bowman Road in Macon-Bibb County, Georgia.

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 POTEMKIN DEVELOPMENT, INC., UPON RECEIPT OF AN ALLOCATION OF LOW INCOME HOUSING CREDITS FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS TO DEVELOP STERLING HEIGHTS SENIOR APARTMENTS LOCATED AT 5300 BOWMAN ROAD IN MACON-BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Community Affairs is accepting applications for Low Income Housing Tax Credits until June 5, 2014; and

WHEREAS, Potemkin Development, Inc., has expressed interest in submitting an application to the Georgia Department of Community Affairs for an allocation of Low Income Housing Tax Credits in order to construct Sterling Heights Senior Apartments so as to provide 72 units of affordable senior housing; and

WHEREAS, the housing units will have various site amenities, and a variety of supportive services for the elderly residents; and

WHEREAS, the Macon-Bibb County Commission supports this proposed project, and believes that the development of Sterling Heights Senior Apartments 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, Potemkin Development, Inc., has expressed its desire that Macon-Bibb County provide $450,000.00 in financial support via a 20 year loan, for their proposed development which could be paid in two installments for FY '16 and FY '17; and

WHEREAS, this commitment of funding is conditioned on Potemkin Development, Inc., receiving an allocation of Low Income Housing Tax Credits from the Georgia Department of Community; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to provide a 20 year loan in the amount of FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($450,000.00) to Potemkin Development, Inc., 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 for the development of Sterling Heights Senior Apartments located at 5300 Bowman Road in Macon-Bibb County, Georgia.

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 SUPPORT THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT IN ENTERING INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH, AND PROVIDING UP TO $50,000.00 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.

EXHIBIT A
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 HOMB Investment Partnership Program Funds as such funds become available from the federal government.

4. Warranties

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

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

5. Company Prohibitions to Create a Safe Work Environment

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

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

6. Day-to-Day Operation and Administration

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

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

7. Termination

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

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

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

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

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

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

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

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

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

9. Indemnification, Insurance, Risk Management, Bonding

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

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

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

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

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

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

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

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

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

b) **Additional Federal requirements:**

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

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

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

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

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

   1. 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 24 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.
92.355 Lead-based Paint.

92.356 Conflict of Interest

92.357 Debarment or suspension.

92.358 Flood Insurance

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

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

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

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

17. Compliance with County Policy Statements

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

18. Citizen Participation

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

19. Conflict of Interest

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

20. Force Majeure

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

21. Applicable Law

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

22. Publicity

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

23. Time is of the Essence

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

24. Ownership

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

25. Certain Rules of Interpretation

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

26. Titles, Captions and Headings

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

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

28. **Amendment**

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

29. **Exhibits**

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

30. **Severability**

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

31. **Entire Agreement**

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

32. **Disputes**

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

33. **Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

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

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

3. Cancellation of the public contract;

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

I. Affirmative Action Program

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

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

2. Insurance Requirements

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

$1,000,000.00 per occurrence

$2,000,000.00 general aggregate.

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

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

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

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

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

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

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

3. **Verifications**

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

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

34. **Hold Harmless Clause.**

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

35. **Termination**

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

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

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

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

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

e) The carrying out of the tasks to be performed or the objective of the Agreement is rendered improvable, unfeasible, impossible or illegal.
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.


38. Budgets

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

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

39. Miscellaneous

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

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

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

GEORGIA BEHAVIORAL HEALTH SERVICES, INC.

By: _______________________________  _______________________________
    Shannon T. Harvey, CEO  Date

Attested: ___________________________  _______________________________
          Priscilla G. Doster, Secretary  Date

COUNTY:
MACON-BIBB COUNTY

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

Attested: ___________________________  _______________________________
          Shelia Thurmond, County Clerk  Date

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT:

By: _______________________________  _______________________________
    Wanzhia Jackson, Director  Date

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 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 BCDD and GBHS has entered into a contract with a contractor to build a house;

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

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

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

**TOTAL DEVELOPMENT COSTS (TDC)**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>GROUP HOME PLAN A</th>
<th>GROUP HOME PLAN B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT COST BREAKDOWN</strong></td>
<td></td>
<td></td>
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<tr>
<td>SITE PREPARATIONS</td>
<td>$19,506</td>
<td>$17,269</td>
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<td>LANDSCAPING</td>
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<td>CONCRETE</td>
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<td>MASONRY</td>
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<td>CARPENTRY</td>
<td>$47,929</td>
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<td>ROOFING &amp; EXTERIOR SLIDING</td>
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<td>DRYWALL</td>
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<td>FLOOR COVERINGS</td>
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<td>PAINTING</td>
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<td>TOILET ACCESSORIES</td>
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<td>BUILDER'S OVERHEAD &amp; PROFIT</td>
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<td>CONTINGENCY</td>
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<td>DESIGN FEE</td>
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<td>WATER &amp; SEWER TAP FEES</td>
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<td>ENERGY STAR VERSION 3 RATER</td>
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<td>SITE SURVEY</td>
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<td>LEGAL, &amp; TITLE, RECORDING FEES</td>
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<td>DEVELOPER'S FEE</td>
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<td><strong>TOTAL DEVELOPMENT COSTS</strong></td>
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23
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 SP: 2,238
EXHIBIT “B”

SCHEDULE OF COMPLETION

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

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

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

SECTION 3 COMPLIANCE

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

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

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

UTILIZING LOWER INCOME RESIDENTS:

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

PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC:

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

135.20 Assurance of Compliance Regulations

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

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

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

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

D) GBHS will include this Section 3 clause in every contract for work in connection with the project and will, at the direction of the applicant 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 the sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
F) Where competitive bids are solicited for contracts, the bidders shall submit their utilization goals, and their affirmative action plans for accomplishing their goals, and GBHS in evaluating each bid, to determine its responsiveness, shall carefully evaluate the bidders submission to determine whether the affirmative action plan proposed will accomplish the stated goals.

RECORDS AND REPORTS:

GBHS will submit all reports required in a timely fashion.

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

Title: ____________________________
EXHIBIT "D"

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

A) Procurement Standards:

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

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

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

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

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

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

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

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

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

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

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

C) Federal Audits Records

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

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

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

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

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

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

D) CDBG and HOME Program Funding Drawdown Procedure

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

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

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

HOME program drawdown procedures are more complicated due to requirements for a formal project set-up in the Cash Management System (CM/1), 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 HCDD.

E) Personnel Changes:

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

By:________________________

Executive Director

Date:________________________

ATTEST:

__________________________

Secretary

37
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 ____________, 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:
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 _______________ 20__ 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__, 20__.  

Notary Public

My Commission Expires:
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: _____________________________________
    SHELVIA THURMOND, Clerk of Commission

(SEAL)
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.

\[Signature\]

**MACON-BIBB COUNTY**

**LAND BANK AUTHORITY, INC.**

\[Signature\]

**Witness**

---

\[Signature\]

**Bert Blivins, III, Chairman**

\[Seal\]

\[City Clerk\]

**MACON-BIBB COUNTY**

\[Signature\]

**Witness**

\[Signature\]

**Robert A.B. Reichert, Mayor**
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.
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

S:\Law|RES MACON-BIBB|2014 TY Lia International Consulting Agreement - Mid-City Square Project
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:
__________________________________________
SHEILIA THURMOND, CLERK OF COMMISSION
ESSENTIAL AIR SERVICE
PROCESS SUPPORT AGREEMENT

between

Middle Georgia Regional Airport (MCN)

arid

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

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

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

2. CONTACT INFORMATION

Client:
Doug Faour
Airport Manager
Middle Georgia Regional Airport
1000 Terminal Drive, Suite 100
Macon, Georgia 31216
Doug.faour@flymacon.aero
www.flymacon.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>
</tr>
</thead>
<tbody>
<tr>
<td>New carrier HQ meeting and document</td>
<td>$5,000</td>
</tr>
<tr>
<td>Airline meeting at Conference</td>
<td>$3,000</td>
</tr>
<tr>
<td>Liaison with DOT</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Liaison with incumbent or new carrier</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Assistance with new carrier recruiting</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Community Visit / Town Meetings (each)</td>
<td>$3,500</td>
</tr>
<tr>
<td>EAS Bid Comparison / Analysis</td>
<td>$150/hour</td>
</tr>
<tr>
<td>(if two or more bids are attractive)</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Transition Airline Pricing Analysis (analysis of airline pricing in transition)</td>
<td>$150/hour</td>
</tr>
<tr>
<td>Transition Airline Schedule Analysis (analysis of airline scheduling in transition)</td>
<td>$150/hour</td>
</tr>
</tbody>
</table>

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**6. ADDITIONAL SUPPORT PROJECTS / PRICING**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>True Market / Leakage Study</td>
<td>$15,000 or $10,000</td>
</tr>
<tr>
<td>(discounted to $10,000 if any of the other support projects in this section are purchased)</td>
<td></td>
</tr>
<tr>
<td>Community Air Service Video</td>
<td>$15,000 or $10,000</td>
</tr>
<tr>
<td>(discounted to $10,000 if any of the other support projects in this section are purchased)</td>
<td></td>
</tr>
<tr>
<td>Economic Impact of Current EAS Service</td>
<td>$7,500 or $5,000</td>
</tr>
<tr>
<td>(discounted to $5,000 if any of the other support projects in this section are purchased)</td>
<td></td>
</tr>
<tr>
<td>Economic Impact of Future Proposed EAS Service</td>
<td>$7,500 or $5,000</td>
</tr>
<tr>
<td>(discounted to $5,000 if any of the other support projects in this section are purchased)</td>
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</tbody>
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**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 lifted from an analysis of tickets sold by airlines serving the region that make settlement transactions through the Airline Reporting Corporation (ARC). To eradicate any outliers, this data is then evaluated to determine its fitness for inclusion in a representative sample. The volume of leaked traffic is determined by analyzing demographic and socio-economic data in the catchment area relative to regional and national tendencies. This is done using a proprietary basis for disseminating and evaluating population, personal income, and gross domestic product for a defined catchment area.

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

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

**Airline Recruitment Video:**

Consultant will complete each of the following tasks:

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

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

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

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

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

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

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

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

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

7. INTERNATIONAL DATA RESTRICTIONS

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

Robert A.B. Reichert, Mayor

Dated this ____ day of ____________, 2014

Attested: Shelia Thurmond, County Clerk

Dated this ____ day of ____________, 2014

Mark Sixel, Sixel Consulting Group, Inc.

Dated this ____ day of ____________, 2014
Crystal Jones

Kris Nichte <kris@sixelconsulting.com>

Tuesday, May 13, 2014 1:31 PM

Crystal Jones

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

---

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

Crystal,

Good Afternoon-

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

Thanks very much.
From: Crystal Jones [mailto:CJones2@maconbibb.us]
Sent: Thursday, May 08, 2014 11:10 AM
To: Kris 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.
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0000</td>
<td>Each</td>
<td>- True Market / Leak Study 550.7562.579010 - Airport Fac's Proj &amp; Equip</td>
<td>10,000.0000</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

TOTAL DUE $10,000.00

1. PURCHASE ORDER TERMS AND CONDITIONS AVAILABLE AT www.maconbibb.us/purchasing (DOCUMENTS).
2. EXEMPT FROM STATE/LABOR AND FEDERAL TAXES.
3. SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL.
4. PARTIAL SHIPPMENTS WILL BE ACCEPTED IF INVOICED SEPARATELY.
5. C.O.D. OR COLLECT SHIPPMENTS WILL NOT BE ACCEPTED.
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 provided 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:
______________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MAYOR AND THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND CHARLES STEWART FOR THE LEASE OF 179.61 ACRES OF CLEAR ZONE LAND LOCATED WITHIN THE MIDDLE GEORGIA REGIONAL AIRPORT TO BE USED AS AGRICULTURE LAND ON WHICH TO FARM WHEAT AND SOYBEANS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, Charles Stewart (hereinafter "Lessee") has previously leased the aforementioned clear zone land, located at the Middle Georgia Regional Airport and comprised of approximately 179.61 acres, from the former City of Macon for approximately the past twenty (20) years for the purpose of cultivating wheat and soybeans; and

WHEREAS, Lessee would now like to renew his agreement to continue leasing the aforementioned land from Macon-Bibb County for the same purposes; and

WHEREAS, the proposed lease agreement will be for a period of five (5) years and the total amount of consideration received by the County for this property during the lease period will be thirty thousand six hundred seventy-seven dollars and forty cents ($30,677.40); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and 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 on behalf of Macon-Bibb County with Charles Stewart, for the lease of 179.61 acres of clear zone land located at the Middle Georgia Regional Airport to be used as agriculture land on which to farm wheat and soybeans, 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”
STATE OF GEORGIA  
MACON-BIBB COUNTY  

FARM LAND LEASE

THIS CONTRACT, AGREEMENT AND LEASE (hereinafter "agreement"), is made and entered into this _____ day of ____________, 2014 by and between MACON-BIBB COUNTY, a political subdivision of the State of Georgia (hereinafter "Lessor"), and CHARLES STEWART, a resident of Houston County, Georgia residing at 102 Harbor Drive, Warner Robins, Georgia 31088 (hereinafter "Lessee");

WITNESSETH

1. **Premises.** That the said Lessor, for and in consideration of the sum of the lease payments to be paid as hereinafter provided, has granted, bargained, rented and leased unto the said Lessee, under the terms and conditions herein stated, four (4) parcels of property with a total area of 179.61 acres, more particularly described as follows:

   (a) **That portion of the Middle Georgia Regional Airport lying along State Route 247, comprised of 21.39 acres, and shown as Tract 1 on the City Engineer’s Lease Plat of May 28, 2014 titled “Q132_C”, which is attached hereto and made a part hereof as Exhibit A.**

   (b) **That portion of said Airport lying at the northeast end of Runway 5/23 and State Route 247, comprised of 12.62 acres, and shown as Tract 2 on the City Engineer’s Lease Plat of May 28, 2014 titled “Q132_C”, which is attached hereto and made a part hereof as Exhibit A.**

   (c) **That portion of said Airport designated as Clear Zone and lying between Runways 5/23 and 13/31, comprised of 128.37 acres, and shown as Tract 3 on the City Engineer’s Lease Plat of May 28, 2014 titled “Q132_C”, which is attached hereto and made a part hereof as Exhibit A.**

   (d) **That portion of said Airport lying at the corner of State Route 247 and Avondale Mill Road, comprised of approximately 17.23 acres, and shown**
as Tract 4 on the City Engineer’s Lease Plat of May 28, 2014 titled “Q132_C”, which is attached hereto and made a part hereof as Exhibit A.

A Lease Plat of the aforementioned lands is attached hereto as Exhibit “A” and is incorporated herein by reference for all intents and purposes. The leased area is limited strictly to the areas on the above-described tracts which are currently being used, or have been recently used, as airport clear zones and future development. Timber land is not included in this agreement and no trees are to be cut/removed/modified in any way by Lessee without the written permission of the Lessor.

2. **Term.** This agreement shall become valid only when executed by both parties. The term of this agreement shall be for a period of five (5) years with the effective date of the agreement being _______ day of ______________, 2014, and with the termination date being midnight (Eastern Time) of the _______ day of ______________, 2019.

3. **Lease Payment Amount.** Lessee agrees to pay Lessor an annual lease amount as consideration for the use of the above referenced land. The initial annual lease payment shall be due within thirty (30) days of the effective date of this agreement and will be calculated at a cost of thirty-two dollars and sixteen cents ($32.16) per acre of land, for an initial payment of five thousand seven hundred seventy-six dollars and twenty six cents ($5776.26) being due within thirty (30) days of the effective date of this agreement. Each subsequent annual lease payment shall be due on the one (1) year anniversary of the effective date of this agreement and the lease payment amount shall increase by a cost of one dollar ($1.00) per acre per each additional year. The annual lease payment due dates and payment amounts are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment Amount</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$5776.26</td>
<td></td>
</tr>
<tr>
<td>thru 2015</td>
<td></td>
<td>Due Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>______________</td>
</tr>
<tr>
<td>2015</td>
<td>$5955.87</td>
<td></td>
</tr>
<tr>
<td>thru 2016</td>
<td></td>
<td>Due Date:</td>
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<td>______________</td>
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<tr>
<td></td>
<td>Cost Per Acre:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$32.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$33.16</td>
<td></td>
</tr>
</tbody>
</table>
4. **Use of Premises.** During the term of said agreement, Lessee shall have the exclusive privilege of farming said property, until such time that this agreement expires or is terminated. Lessee shall use the land for the purpose of farming wheat/soybeans only and shall use the proper fertilizer to maintain proper soil fertility and pH levels. Lessee shall take soil samples of the land leased at times to be mutually agreed upon by the parties. If the soil samples indicate that soil fertility and/or soil pH levels require minerals, then Lessee shall provide said minerals per the soil analysis. Lessee shall provide Lessor with a copy of all soil analysis and evidence of said materials used on the land after each such test. Lessee will not erect nor cause to be erected, any structure of any kind upon said premises without the written permission of Lessor. Furthermore, the premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee’s use of the premises shall comply with all present and future laws, ordinances, codes, and regulations of federal, state, and local government. Lessee agrees not to abandon or vacate the premises during the period of this agreement and agrees to use said premises for the purposes herein leased until the expiration or the termination of this agreement. At the expiration or termination of this agreement, Lessee will cease use of the premises and deliver the premises to Lessor peaceably, quietly, and in good order and condition, reasonable use and wear thereof expected, as the same now are or may hereafter exist after improvement by Lessee or Lessor.

5. **Ingress and Egress.** Lessee is hereby given the right of ingress and egress across the lands of Lessor to the cultivated fields being leased under this agreement. However, such rights of ingress and egress are strictly limited to existing roadways and pathways; Lessee
shall not cut nor grade any new roadways without prior written consent of Lessor. The rights given herein shall exist concurrently with the term of the agreement herein granted.

6. **Lessor/Lessee Relationship.** This agreement shall create the relationship of Lessor and Lessee between the parties. Lessee has only a usufruct interest in premises, not subject to levy and sale and not assignable by Lessee except by Lessor’s consent. It is understood and agreed that nothing herein contained is intended to or should be construed as in any way or manner creating or establishing a relationship of co-partners between the parties hereto, or as constituting the Lessee as the agent, representative or employee of the Lessor for any purpose, or in any manner whatsoever.

7. **Lessor Warranties.** Lessor, for its heirs, executors and administrators, warrants that it owns the above-described property and has the right to rent and lease the same under the terms and conditions herein stated, and further warrants unto Lessees the full, quiet, peaceful possession of said premises and all the rights and privileges granted herein during the full term of this agreement subject to conditions anticipated in conjunction with operation of aircraft or the airport. Lessor and Lessees agree that said property is currently utilized, as airport clear zone and proposed development. Lessor warrants that said clear zone property is not suitable for development and cannot be sold under the Regulations of the Federal Aviation Administration and/or other federal aviation laws.

8. **Repairs, Maintenance, and Improvements.** Lessee accepts the premises in its current “as is” condition and as suited for the use intended under this agreement. Lessee shall, throughout the term of the agreement, at its expense, maintain the premises in an acceptable manner and assure that the premises are returned in good, working order. Lessee shall at all times use good stewardship to assure the long-term productivity of the premises. There are no physical structures currently erected on the premises. Should Lessee wish to install any capital improvements on the premises, Lessee shall obtain the written permission of Lessor prior to construction.
9. **Assignment, Subletting, and Liens.** Lessee may not assign this agreement or any interest there under, sublet premise or any part thereof, permit the use of premises by any other party than Lessee, or otherwise dispose of this agreement to any person, firm or corporation without the appropriate written consent of Lessor. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon prior written consent of Lessor. Sub-lessees or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee’s responsibility and liability. Lessee shall not have the authority or right to create any liens for labor and/or material used upon or for the premises. All persons contracting with Lessee must look to Lessee for the payment of any bill for work done or materials furnished during the period of this agreement.

10. **Insurance.** Lessee shall keep in force during the term of this agreement insurance issued by a responsible insurance company or companies and in a form acceptable to the Risk Manager of Macon-Bibb County for the protection of Lessor against all liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to or recovered from Lessor by reason of damage to the property of, injury to, or death of any person or persons on account of any matter that may occur on the premises. The policy or policies shall be a general liability instrument and shall be in the amount of one million dollars ($1,000,00000) per occurrence. These policies shall protect Lessor from claims against liability in the amounts set forth above. All policies shall list Macon-Bibb County as an additional insured and shall be written by a company with an A.M. Best Rating of “A” or better. Lessee shall provide copies of all insurance policies relating to the premises to the Risk Manager of Macon-Bibb County. In addition, Lessee shall abide by all state and local laws regarding employee insurance coverage.

11. **Condemnation.** If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use of purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date.
Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessor nor Lessee shall have any rights in any award made to the other by any condemnation authority.

12. **Indemnification.** Lessees agree to save, defend, indemnify and hold harmless the Lessor for any liability, claims, or damages to any person or property, including that of Lessee, his agents, guests, and/or employees, which occur on the leased premises, or which arise out of any acts or omissions by Lessee, their agents, guests, or employees, while on the leased premises during the term of this agreement, including all expenses incurred by Lessor because thereof, including attorney’s fees and costs.

13. **Right to Inspect.** Lessor by its officers, employees, agents and/or representatives shall have the right at all reasonable times to enter upon the demised premises for the purposes of inspecting the same, for observing the performance by Lessee of its obligations hereunder, and to do any act which Lessor may be obligated or have the right to do under this agreement.

14. **Termination.** Lessor may terminate this agreement upon thirty (30) days prior written notice to Lessees without further obligation or cost to Lessor. Should Lessor elect to give notice and terminate the agreement, Lessor will make reasonable efforts to notify the Lessees of its intention to terminate this agreement and cooperate with Lessees in their efforts to harvest any crops currently under cultivation. In addition, this agreement shall be subject to cancellation by Lessor in the event Lessee shall do any of the following:

(a) **Failure to Submit Payment.** Be in arrears in the payment of the whole or any parts of the amounts agreed upon hereunder for a period of ten (10) days after written notice of said delinquency is received by Lessee via certified mail at the address stated herein or upon refusal of Lessee to accept said notice; and/or

(b) **Insolvency.** File a voluntary petition in bankruptcy, or upon the happening of any event of bankruptcy, including making a general assignment for the benefit of creditors; and/or
(c) **Abandon Premises.** Abandon the demised premises; and/or

(d) **Violate Agreement.** Default in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty days after receipt of written notice from Lessor of said default.

In the event of any one of the aforesaid events, Lessor may immediately take possession of the premises and remove Lessee’s effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said entry, this agreement shall terminate, but by entry, Lessor shall not be deemed to have forfeited any of its rights to pursue any legal remedies it may have against Lessee for a breach of this agreement. In the event Lessee shall hold over and remain in possession of the premises herein leased after the expiration and/or termination of this agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement but shall create only a tenancy from month-to-month which may be terminated at any time by Lessor.

15. **Compliance with Macon-Bibb County Ordinance § 19-11.** In so far as the following stipulation(s) conflict with any of the foregoing provisions, the following shall control:

(a) Pursuant to the requirements of § 19-11 of the Code of Ordinances for Macon-Bibb County, Lessee shall abide by all the terms, conditions and covenants contained in the agreement. Upon first knowledge by the Lessor of the failure of Lessee to abide by such terms, conditions or covenants, the Lessor shall give written notice to the Lessee of the agreement violation and that the Lessee must cease and desist from committing the violations within a period of thirty (30) days. Upon the Lessee’s failure to present evidence that no provision of the Agreement has been violated or, alternatively, to cease and desist from continuous violations of the Agreement, the mayor shall initiate the appropriate legal process to terminate the agreement and remove the Lessee from the premises. If the Lessee takes corrective action acceptable to the Lessor within the grace period, then the possession of the leased premises shall continue, per the terms of the agreement. However, a second violation of the same agreement provision during
the balance of the agreement period shall not be curable, but shall result in the
initiation of the appropriate legal process to terminate the agreement and remove
the Lessee from the premises.

16. **Service of Notice.** Lessee hereby appoints as its agent to receive service of all
dispossessory or distraint proceedings and notices thereunder, and all notices required
under this agreement, the person in charge of leased premises at the time, or occupying
said premises, and if no person is in charge of, or occupying said premises, then such
service or notice may be made by attaching the same on the main entrance to said
premises. A copy of all notice under this agreement shall also be sent to Lessee’s last
known address, if different from said premises. All notices required to be given hereunder
by either party shall be deemed to have been sufficiently given by depositing the same in
the United States Mail, via certified return-mail receipt.

17. **Payment, Notification and Correspondences.** Unless otherwise notified, Lessee shall
send all notices, lease payments, and correspondence to Lessor at the following address:

   Middle Georgia Regional Airport
   1000 Terminal Drive, Suite 100
   Macon, Georgia 31216

18. **Subordinate to Any Agreement with United States Government.** This agreement
shall at all times be subordinate to the provisions of any outstanding agreement between
the Lessor and the United States Government relative to the maintenance operation and
development of the Middle Georgia Regional Airport. In addition, during any time of
war or national emergency, the Lessor shall have the right to enter into an agreement with
the United States Government for military or naval use of part or all of the landing area,
the publicly owned air and navigation facilities and/or other areas or facilities of the
Airport. If such agreement is executed, the provisions of this instrument, insofar as they
are inconsistent with the provisions of the agreement with the United States Government,
shall be suspended. It is understood and agreed that nothing herein contained shall be
construed to grant or authorize the granting of an exclusive right within the meaning of
49 U.S. Code § 40103 as amended.
Severability. All the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of successors and assigns of the respective parties hereto. In the event that any covenant condition or provision herein contained is held invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee, in its respective rights and obligations contained in the valid covenants, conditions or provisions herein.

Amendments. This agreement may be amended only in writing. Furthermore, any amendments must be signed by both parties hereto.

Waiver of Rights. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with Lessor's obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

Rights Cumulative. All rights, powers, and privileges, hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Attorney's Fees. In the event any action, suit, or proceeding is brought to collect the lease payment (or any portions thereof) due or to become due hereunder, to take possession of said property, to enforce compliance with this agreement, or for failure to observe any of the covenants of this agreement, Lessee shall pay the costs of the action, including reasonable attorney's fees and all expenses incident thereto.

Governing Law and Venue. This agreement shall be construed and enforced in accordance with the laws of the State of Georgia, and venue of any litigation between the parties with respect to this agreement shall be in the Superior Court of Bibb County,
Georgia, or the Federal District Court for the Middle District of Georgia (Macon Division).

25. **Entire Agreement.** This document contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise between the parties, not embodied herein, shall be of any force or effect.

26. **Descriptive Headings.** Descriptive headings appearing upon this agreement are for convenience only and are not to be constructed either as a part of the terms and conditions or as any interpretation of them.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly constituted officers and authorities and caused their respective seals to be affixed hereto.

****SIGNATURE PAGE TO FOLLOW****
On Behalf of Macon-Bibb County:

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

Attest: _________________________ Date
   Shelia Thurmond, Clerk of Commission

On Behalf of Lessee:

By: ____________________________ Date
   Signature of Lessee

______________________________
Printed Name of Lessee

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

______________________________
Signature of Notary Public (Notary Seal/Stamp)
EXHIBIT

“A”
A RESOLUTION OF MACON-BIBB COUNTY COMMISSION AUTHORIZING
BRAGG JAM, INC., A NONPROFIT ORGANIZATION, TO HOLD ITS 2014 MUSIC
FESTIVAL IN DOWNTOWN MACON, GEORGIA, ON SATURDAY, JULY 26, 2014;
TO PERMIT FESTIVAL-GOERS TO CARRY AND CONSUME ALCOHOLIC
BEVERAGES IN AND ABOUT THE DESIGNATED STREETS OF DOWNTOWN
MACON, UNDER SPECIFIED CONDITIONS; TO REQUIRE BRAGG JAM, INC. TO
PROVIDE FOR AND/OR REIMBURSE THE CITY FOR ALL EXPENSES INCURRED
FOR SECURITY AND CLEAN-UP; AND FOR OTHER PURPOSES.

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

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

WHEREAS, Bragg Jam, Inc. has contributed a portion of its net proceeds to projects in
the community, and intends to continue its policy of contributing to worthwhile projects in the
community in 2014; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of same, that pursuant to Section 4-303(c)(6) of the
Macon-Bibb County’s Code of Ordinances, the prohibitions contained in Code Section 4-303(b),
against open containers of alcohol on any public streets, highways, alleys, sidewalks, parks, or
picnic areas, shall not apply to the downtown business area, as defined under Section 4-
303(c)(6)(a), during the Bragg Jam Festival between the hours of 5 p.m. on July 26, 2014 to 2 a.m. on July 27, 2014, pursuant to, and subject to, all requirements and conditions of Section 4-303(c)(6), and any other applicable laws.

BE IT FURTHER RESOLVED that Bragg Jam, Inc., sponsor of Bragg Jam Festival 2014, shall either pay for or reimburse Macon-Bibb County for the cost of security during the festival at all of its venues within Macon-Bibb County and for cleanup of all public premises, streets, highways, alleys, sidewalks, parks, or picnic areas, following the festival at all its venues within the City.

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 AUTHORIZING
THE MAYOR TO EXECUTE A LETTER OF AGREEMENT WITH THE GEORGIA
DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A
ROUNDBOUT AT THE INTERSECTION OF STATE ROUTE 22 (ALSO KNOWN
LOCALLY AS "EISENHOWER PARKWAY") AND FULTON MILL ROAD IN
SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A";
AND FOR OTHER PURPOSES.

WHEREAS, on or about April 29, 2014, a letter was received from the Department of
Transportation stating that the intersection of State Route 22 (also known locally as "Eisenhower
Parkway") and Fulton Mill Road had been identified by the Department of Transportation as a
candidate location for a roundabout project, with said letter being attached hereto as Exhibit "A";
and

WHEREAS, a map of the aforementioned intersection has been attached hereto as
Exhibit "B" for reference purposes; and

WHEREAS, to validate the roundabout as a feasible alternative during the project’s
conceptual phase, the Department of Transportation has requested that Macon-Bibb County
agree to fund the full and entire cost of the electric energy use for any lighting installed for the
roundabout and to fund any maintenance costs associated with landscaping the area surrounding
the roundabout once installation is complete; and

WHEREAS, the Macon-Bibb County Commission currently has a project in place to
install a traffic light at this intersection, however, the County Engineer has reviewed the
roundabout proposal and believes that a roundabout at this intersection is a better solution, and a
more cost effective solution, for the safety and welfare of the citizens of Macon-Bibb County
(see Exhibit “C”); 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
a letter of agreement with the Georgia Department of Transportation for the installation of a
roundabout at the intersection of State Route 22 (also known locally as "Eisenhower Parkway")
and Fulton Mill Road in substantially the same form attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ____________, 2014.

By: ____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ____________________________
    SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT

"A"
April 29, 2014

Mayor Robert Reichert
P. O. Box 247
Macon, GA 31202

Subject: Project Support for Roundabout Consideration
Project: State Route 22 at Fulton Mill, PI 0009989

Dear Mayor Reichert:

The Department has completed a statewide review of intersections where a roundabout can improve safety or operation efficiency. Based on its current control configuration and functionality, State Route 22 at Fulton Mill has been identified as a candidate location for a roundabout. To validate the roundabout as a feasible alternative during the project's conceptual phase, the Department is requesting Bibb County agree to the following:

- The full and entire cost of the electric energy use for any lighting installed as needed or required.
- Any maintenance costs associated with landscaping of the intersection, after construction is complete.

If you support the consideration of a roundabout as a feasible alternative and agree to the terms listed above, submit a letter stating your agreement to provide energy and any landscaping maintenance at the location. If a roundabout is selected as the preferred alternative, a formal Local Government Lighting Project Agreement form with proposed costs will be executed during the preliminary design phase.

Thank you for your cooperation. If you have any questions or need any additional information please contact Michael Presley, the District Traffic Engineer, at 706-646-7591, or write the district office at Georgia Department of Transportation, District Three, 115 Transportation Boulevard, Thomaston, Georgia, 30286

Sincerely,

[Signature]
Max Dromgoole
Traffic Operations Engineer 2

[Stamp: RECEIVED MAY 6 2014]
[Stamp: OFFICE OF THE MAYOR]
EXHIBIT

"B"
EXHIBIT

"C"
Request for Agenda Item

Date of Meeting: Earliest possible

Amount of money required: None, though we would be committing to perform future maintenance and pay for utilities.

Agenda Request: The Georgia Department of Transportation is considering installing a roundabout at the intersection of Fulton Mill Rd and Eisenhower Parkway. To move forward with this project they are asking us to commit to maintain the landscaping and pay for the energy costs on the lighting installed under this project. See the attached letter from GDOT.

We believe it would be a very good thing to install a roundabout at this intersection. There has been at least one fatality at the intersection and a number of accidents. We have a project to install a traffic light at this intersection developed by the Bibb County Commissioners. GDOT has agreed to provide the signal equipment if we pay to install it. However, we have determined that a signal at this intersection will create a conflict between vehicles turning left from Eisenhower to Fulton Mill Rd. The only way to remedy this is to install a dedicated east-bound turn lane on Eisenhower Parkway. We believe a roundabout is a better solution.

We can request that GDOT install solar assisted lights as a part of the roundabout construction to minimize future electrical costs.

Laws, Regulations, Ordinances: This request from GDOT is their current policy if a roundabout is to be built.

Alternatives: The first alternative is to do nothing, leaving the intersection in its condition of marginal safety. The second alternative is to attempt to pay for both the traffic signal and the turn lane. This would cost about $120,000. The third alternative, which is the preferable one, is to try to get GDOT to build a roundabout in this location.

Impacts: This will require Parks and Beautification to maintain the roundabout landscaping. However, we can request that GDOT use low maintenance landscaping to minimize this workload.

Legal: No legal issues are anticipated.

Recommendation: The commission authorize the Mayor to correspond with GDOT expressing Macon-Bibb’s support for the roundabout and agreeing to their conditions to proceed with their efforts.

Attached: GDOT Letter April 29, 2014
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING AND RATIFYING THE SEPTEMBER 2013 LANDFILL GAS PURCHASE AGREEMENT BETWEEN THE CITY OF MACON AND CHEROKEE BRICK & TILE COMPANY, INC.; AND FOR OTHER PURPOSES.

WHEREAS, Section 4 of the Macon-Bibb County Charter, GA. L. 2012, P.5595, as amended, 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, during the 2013 legislative session, the Georgia legislature sought to amended Section 36 of the Charter to match Section 4 by eliminating a conflicting provision in Section 36 that required ratification and approval by the Macon-Bibb County Commission, (the "Commission"), of any contract entered into by Bibb County or the City of Macon prior to the effective date of the Charter; and

WHEREAS, due to a scrivener’s error caused by the chaos of the last day of the 2013 legislative session, Section 36 was inadvertently only amended with respect to Bibb County and not the City of Macon as referenced in the correspondence from the Office of Legislative Counsel attached hereto as Exhibit “A”; and

WHEREAS, due to the scrivener’s error and out of an abundance of caution, Section 5.1 of the September 2013 Landfill Gas Purchase Agreement between the City of Macon and Cherokee Brick & Tile Company, Inc. provided for its ratification by the Commission prior to July 1, 2014.

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 September 2013 Landfill Gas
Purchase Agreement between the City of Macon and Cherokee Brick & Tile Company, Inc. is hereby approved and ratified, along with any other such contracts, orders, leases, bonds, and obligations or instruments entered into by the City of Macon or for its benefit prior to the effective date of the Charter.

SO RESOLVED this ____ day of June, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION IN OPPOSITION TO GEORGIA HOUSE BILL 60 (ALSO KNOWN AS THE “SAFE CARRY PROTECTION ACT OF 2014”) AND A DECLARATION OF THE MACON-BIBB COUNTY COMMISSION TO WORK WITH STATE LEGISLATORS TO ADDRESS CONCERNS ASSOCIATED WITH GEORGIA HOUSE BILL 60; AND FOR OTHER PURPOSES.

WHEREAS, on or about April 23, 2014, Governor Nathan Deal signed into law Georgia House Bill 60 (also known as the “Safe Carry Protection Act of 2014”), which has been attached hereto as “Exhibit A”; and

WHEREAS, Georgia House Bill 60 is scheduled to take effect on July 1, 2014 and specifies where Georgia residents who currently hold a weapons license are authorized to carry their firearms; and

WHEREAS, to briefly summarize the areas affected, Georgia House Bill 60 allows citizens with a weapons license to carry a firearm in bars and associated parking facilities (although weapon holders can be forced to leave upon notice by the property owner), in government buildings (except where entry is typically screened during business hours by security personnel), places of worship (however, places of worship have the option to opt out), and school safety zones, school functions, or on school-provided transportation (but only with express approval from an appropriate school official); and

WHEREAS, the Macon-Bibb County Commission is concerned about the effect Georgia House Bill 60 will have on governmental buildings, including the possibility of increased litigation against the County and the increased costs to the County to comply with Georgia House Bill 60 in order to maintain a firearm-free environment in government buildings; and

WHEREAS, the Macon-Bibb County Commission is also concerned about the welfare and safety of County employees who are stationed in buildings affected by Georgia House Bill 60 and the effect Georgia House Bill 60 could have on the security measures currently in place is said buildings; and

WHEREAS, the Macon-Bibb County Commission will take appropriate measures to comply with Georgia House Bill 60; however, due to the aforementioned concerns, as well as other yet to be determined issues that may arise due to Georgia House Bill 60, the Macon-Bibb
County Commission publicly opposes the passage and implementation of Georgia House Bill 60; and

WHEREAS, the Macon-Bibb County Commission is dedicated to the safety and well-being of all employees, citizens, and guests of the County, and will work with State legislators during future legislative sessions to revise this bill and address these matters; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission opposes Georgia House Bill 60 and will work with State legislators to address the concerns of the citizens of Macon-Bibb County.

SO RESOLVED this ___ day of ________________, 2014.

By:  __________________________________________
     ROBERT A.B. REICHERT, Mayor

Attest:  _______________________________________
         SHELIA THURMOND, Clerk of Commission

(SEAL)