<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Lucas – Vice Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Schlesinger</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Shepherd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Watkins</td>
</tr>
<tr>
<td></td>
<td>Economic &amp; Community Development Committee</td>
<td>Commissioner Schlesinger - Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Lucas – Vice Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner DeFore</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Tillman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Watkins</td>
</tr>
<tr>
<td></td>
<td>Public Safety Committee</td>
<td>Commissioner Shepherd – Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Watkins – Vice Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Lucas</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Schlesinger</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Jones</td>
</tr>
<tr>
<td></td>
<td>Facilities and Engineering Committee</td>
<td>Commissioner Jones – Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Tillman – Vice Chairman</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Shepherd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner Schlesinger</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commissioner DeFore</td>
</tr>
<tr>
<td></td>
<td>Lunch</td>
<td>All Commissioners</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Small Conference Room</td>
</tr>
<tr>
<td>1:00 p.m.</td>
<td>Work Session</td>
<td>All Commissioners</td>
</tr>
<tr>
<td>6:00 p.m.</td>
<td>Public Hearing for FY2016 Budget</td>
<td>Commission Chambers</td>
</tr>
<tr>
<td>6:30 p.m.</td>
<td>Middle Georgia Education Corridor Business Improvement District</td>
<td>Commission Chambers</td>
</tr>
</tbody>
</table>

Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.
Tuesday, June 9, 2015
OPERATIONS AND FINANCE COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From the May 26, 2015 Meeting
Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-26-2015.pdf (379 KB)

2. MIDDLE GEORGIA EDUCATION CORRIDOR BUSINESS IMPROVEMENT DISTRICT

Subject: A. An Ordinance establishing the Middle Georgia Education Corridor Business Improvement District to include all properties contiguous to Eisenhower Parkway from West of Macon Mall to I-475
Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. MIDDLE GEORGIA EDUCATION CORRIDOR BUSINESS IMPROVEMENT DISTRICT
Access: Public
Type: Action, Presentation
SPONSORED BY: COMMISSIONER AL TILLMAN

File Attachments
6-9-2015 - Ordinance Establishing the Middle Georgia Education Corridor Business Improvement District.pdf (17.5)

3. AGREEMENTS TO BE EXECUTED
Subject: A. A Resolution authorizing the Mayor to execute a maintenance in lieu of rent agreement between Macon-Bibb County and The Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENTS TO BE EXECUTED

Access: Public

Type: Action

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
6-9-2015 - Res Agrmt Dept Human Services $1247145 00.pdf (401 KB)

Subject: B. A Resolution authorizing the Mayor to execute four contract amendments on behalf of the Macon-Bibb County Coroner’s Office to increase the fee charged by funeral homes for the transportation of cadavers from $150 to $200

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENTS TO BE EXECUTED

Access: Public

Type: Action

File Attachments
6-9-2015 - Resolution for Coroner's Office for Increase in Fee for Transportation of Cadavers.pdf (523 KB)

Subject: C. A Resolution authorizing the Mayor to execute a contract modification in the amount of $129,750 with Cunningham and Rowland, LLC for landscape design and street light design services regarding additional work to be performed on the Jeffersonville Road Project

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENTS TO BE EXECUTED

Access: Public

Type: Action

File Attachments
6-9-2015 - Resolution for contract modification with Cunningham and Rowland on Jeffersonville Rd.pdf (1,387 KB)

4. AMENDING COMPOSITION OF MACON FIRE AND POLICE RETIREMENT TRUSTEES
A. An Ordinance to amend Chapter Appendix III, Macon Fire And Police Employees Retirement System of the Code so as to allow the Fire Department or Law Enforcement Representative of the Retirement Board of Trustees to be either active or retired rather than having it alternate between an active or retired member every other term

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. AMENDING COMPOSITION OF MACON FIRE AND POLICE RETIREMENT TRUSTEES
Access: Public
Type: Action
SPONSORED BY: COMMISSIONERS LARRY SCHLESINGER AND GARY BECHTEL

File Attachments
6-9-2015 - Ordinance to Amend Composition of Macon Fire and Police Pension Board.pdf (696 KB)

5. GRANT REQUESTS AND AWARDS

A. A Resolution authorizing the acceptance of the State of Georgia Accountability Courts Funding Grant awarded to the Macon Judicial Circuit Veterans Court in the amount of $109,928 with a State share of $98,935 and Bibb County Adult Drug Court Date Funds match of $10,993 from the Criminal Justice Coordinating Council

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 5. GRANT REQUESTS AND AWARDS
Access: Public
Type: Action
SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
6-9-2015 - 2016 Veterans Court CJCC Grant.pdf (400 KB)

B. A Resolution authorizing the acceptance of the State of Georgia Accountability Courts Funding Grant Award in the amount of $117,003 with a State share of $105,303 and Program Coordinator’s salary match of $11,700 from the Criminal Justice Coordinating Council awarded to the Macon Judicial Circuit Adult Drug Court

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 5. GRANT REQUESTS AND AWARDS
Access: Public
Type: Action
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
6-9-2015 - Resolution accepting Georgia Accountability Grant for Program Coordinator Salary.pdf (568 KB)
C. A Resolution authorizing the Macon-Bibb County Emergency Management Agency to accept a Flood Mitigation Assistance Award from the Federal Emergency Management Agency in the amount of $189,938 to acquire and demolish one flood prone property

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 5. GRANT REQUESTS AND AWARDS
Access: Public
Type: Action

File Attachments
6-9-2015 - Resolution accepting Flood Mitigation Assistance Award from FEMA.pdf (5,507 KB)

6. SUPPLEMENTAL BUDGET REQUESTS
7. TRANSFER OF FUNDS
8. DISCUSSION OF FY 2016 BUDGET

A. An Ordinance to adopt an amendment to the proposed budget for the operation of the Macon-Bibb County Government for Fiscal Year 2016

Meeting: Jun 9, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 8. DISCUSSION OF FY 2016 BUDGET
Access: Public
Type: Action

SPONSORED BY: COMMISSIONER VIRGIL WATKINS

File Attachments
6-9-2015 - Ordinance to adopt amendment to FY16 budget.pdf (501 KB)
OPERATIONS AND FINANCE COMMITTEE

MINUTES

May 26, 2015

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

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
Dale Walker, County Manager
Crystal Jones, Sr. Assistant County Attorney
Julie Moore, Assistant to the County Manager
Chris Floore, Assistant to the County Manager
Jean Howard, Clerk of the Commission
Janice Ross, Asst. Clerk of the Commission
Karen McDuffie, Budget and Strategic Planning
Stephanie Miller, Asst. Clerk of Superior Court
Sherita Jones, Budget and Strategic Planning Office

COMMISSIONERS ABSENT
Commissioner Larry Schlesinger

VISITORS/GUESTS:
Tom Hill, Sheridan Solomon Realtors
Jeff Franklin, President, Spirit of America
Misti Gamble, Public Affairs, Spirit of America

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

1. Approval of Minutes from the May 12, 2015 meeting

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the minutes of the May 12, 2015 meeting were approved as written.

2. Agreements to be Executed

A. Jointly Owned Natural Gas Partnership

Discussion

Mayor Reichert reported the County owned Natural Gas line would provide natural gas service for Kumho Tire. Although the company was at first reluctant to pay the franchise fee, once they realized that the other natural gas providers were charged a franchise fee they agreed to the agreement.
ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel and Shepherd voting in the affirmative, the ordinance granting to Jointly Owned Natural Gas, a partnership of the municipalities of Byron, Cochran, Hawkinsville, Perry And Warner Robins, hereinafter designated as "Jointly Owned Natural Gas", its successors and assigns, the right and franchise to use and occupy the streets, avenues, roads, public highways, alleys, lanes, ways, parks, and other public places of Macon-Bibb County, Georgia for constructing, maintaining, renewing, repairing and operating a gas works and gas distribution system and other necessary means for manufacturing, transmitting, distributing and selling of manufactured, natural or commingled gas within and through Macon-Bibb County, Georgia; and fixing the terms and conditions of such grant; to provide provisions governing the franchise fee calculations was approved.

B. A Resolution To Amend The Adoption Agreement To The ACCG 457(b) Deferred Compensation Plan For Bibb County Employees

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel and Shepherd voting in the affirmative, the resolution to amend the adoption agreement to the ACCG 457(b) Deferred Compensation Plan for Bibb County Employees was approved.

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

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel and Shepherd voting in the affirmative, the resolution to amend the adoption agreement to the ACCG 401(a) defined contribution plan for senior management of Bibb County to reflect the restructuring of Bibb County into Macon-Bibb County and to provide for employer discretionary contributions for Steve Layson in accordance with the early retirement incentive programs offered to other eligible employees of Macon-Bibb County was approved.

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

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with the Georgia Department of Corrections for use of inmate labor on public works projects in the amount of $118,500 was approved.
ATTACHMENT 1.A

E. A Resolution Authorizing The Mayor To Execute An Agreement With the Georgia Department Of Transportation To Perform Apron Rehabilitation And Taxiway Crack Seal Work At The Middle Georgia Regional Airport Using Local Funds In The Amount of $94,769

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the Resolution authorizing the Mayor to execute an agreement with the Georgia Department of Transportation to perform apron rehabilitation and taxiway crack seal work at the Middle Georgia Regional Airport using local funds in the amount of $94,769 was approved.

F. A Resolution Authorizing The Mayor to Execute An Agreement With The Georgia Department Of Corrections For Use Of Inmate Labor On Public Works Projects In The Amount of $355,500

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with the Georgia Department of Corrections for use of inmate labor on public works projects in the amount of $355,500

3. Amending the Code

Discussion

Commissioner Jones stated he had modified his previous ordinance to now include all contiguous counties to Macon-Bibb County as long as the business is majority-owned by individuals whose primary residence is located within Macon-Bibb County. Commissioner Lucas stated she had received numerous calls from her constituents who had concerns regarding the change in the ordinance. She continued they wanted to see the definition of local vendors remain local vendors who live and work in Macon-Bibb County. Commissioner Watkins offered a friendly amendment that he would like to see the ordinance changed to give the people whose businesses were outside of Bibb County only 2.5% preference instead of a 5.0% preference. Commissioner Bivins stated he would like to see some requirement whereby local vendors would have an apprenticeship requirement attached once they are selected.

ACTION:

On motion of Commissioner Lucas seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins and Bechtel voting in the affirmative, the ordinance amending Article 1, Chapter 10 of the Code of Ordinances to update the definition of “local vendor” and “local offeror” for procurement award purposes was tabled for further definition of the words “local vendor” and “local offeror.”

4. Grant Requests and Awards

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel and Lucas voting in the affirmative, the Resolution authorizing the acceptance of the 2015 Good Neighbor Citizenship Grant in the amount of
$5,000 from State Farm to implement a Teen Driver Safety Program awarded to the Sheriff's Office was approved.

5. Supplemental Budget Requests

None

6. Transfer of Funds

G. To transfer $14,000 within the Fire Department budget from operating supplies cleaning and other services to operating supplies general.

ACTION:

On motion of Commissioner Lucas seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins and Bechtel voting in the affirmative, the transfer of $14,000 within the Fire Department budget from operating supplies cleaning and other service to operating supplies general was approved.

7. Discussion of the FY 16 Budget

Julie Moore, Assistant to the County Manager, Budget and Strategic Planning, distributed a memo in response to several questions the Commissioners had at the May 19, 2015 meeting of the Operations and Finance Committee. The information included a listing of the current employees for 2015 by department and the number of budgeted positions in the proposed FY 2016 budget by department. Ms. Moore stated after reviewing the number of eligible employees for retirement, Human Resources noted that several had been missed. The new number of eligible employees is 483. As of today, 60 people have turned in their requests to retire. Currently there are 2,112 employees and in FY 2016 the hope is to have 2,019 employees. Commissioner Bechtel stated there would be a called meeting of the Operations and Finance Committee one day next week.

Attorney Judd Drake introduced legal intern Casey Baldrige who will be working in his office for the summer.

There being no further business, the meeting was adjourned.

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION ESTABLISHING THE MIDDLE GEORGIA EDUCATION CORRIDOR BUSINESS IMPROVEMENT DISTRICT TO INCLUDE ALL PROPERTIES CONTIGUOUS TO EISENHOWER PARKWAY FROM WEST OF MACON MALL TO I-475; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 36-43-1 et seq., O.C.G.A., authorizes municipalities to establish city business improvement districts for the purpose of providing supplemental service to such districts by imposing assessments on property; and

WHEREAS, the Macon-Bibb County Commission has received a petition requesting the establishment of a city business improvement district for the Middle Georgia Education Corridor from property owners representing more than 51 percent of the total property value in the proposed district; and

WHEREAS, the petition, the official management plan, and the official map for the Middle Georgia Education Corridor Business Improvement District are attached hereto as Exhibit “A”; and

WHEREAS, the Macon-Bibb County Commission finds that the establishment of the Middle Georgia Education Corridor Business Improvement District to include all properties contiguous to Eisenhower Parkway from West of Macon Mall to I-475 is in the best interest of the citizens of Macon-Bibb County; and

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

Section 1.

Chapter 26 of Macon-Bibb County Code of Ordinances is hereby amended by adding a new Article VIII to read as follows:

ARTICLE VIII. MIDDLE GEORGIA EDUCATION CORRIDOR BUSINESS IMPROVEMENT DISTRICT (BID)

Sec. 26-400. Findings.
Sec. 26-401. Creation of business improvement district.
Sec. 26-402. Adoption of district plan.
Sec. 26-403. Establishment of ad valorem tax rates.
Sec. 26-404. Collection and expenditure of funds.
Sec. 26-405. Termination of District.
Sec. 26-400. Findings.

Section 36-43-1 et seq., O.C.G.A., authorizes municipalities to establish city business improvement districts for the purpose of providing supplemental service to such districts by imposing assessments on property. Macon-Bibb County has received a petition requesting the establishment of a city business improvement district for the Middle Georgia Education Corridor from property owners representing more than 51 percent of the total property value in the proposed district.

Sec. 26-401. Established.

(a) There is hereby established a business improvement district in Macon-Bibb County, Georgia known as the Middle Georgia Education Corridor Business Improvement District (the "district").

(b) The legal boundaries of the district shall be set forth on an official map (the "business improvement district map") which is a part of an official plan for the district (the "district management plan") presented for final approval to the Macon-Bibb County Commission on June 16, 2015. A copy of the business improvement district map shall remain on file and available for inspection in the office of the Bibb County Tax Commissioner and the Macon-Bibb County Clerk of Commission. The business improvement district map is hereby adopted and made a part of this article.

Sec. 26-402. Adoption of district plan.

(a) The district management plan is hereby adopted and made a part of this section. A copy of the district management plan shall remain on file and available for inspection in the office of the Bibb County Tax Commissioner and the Macon-Bibb County Clerk of Commission.

(b) The Macon-Bibb County Commission shall have the right to amend the district management plan at such time or times as the Macon-Bibb County Commission may deem appropriate.

Sec. 26-403. Establishment of ad valorem tax rates.

(a) Excluding all real property classified as residential for assessment purposes, there is hereby established an annual millage rate of $0.005 Mills (Per Dollar of Assessed Value) upon all real property located within the district, which millage rate is in addition to all millage rates upon real property previously established for property located in the district.

(b) Notwithstanding annual assessment adjustments to reflect the annual change in the Middle Georgia Education Corridor Consumer Price Index (CPI) for all urban consumers as authorized under Section Six (6) of the district management plan, the millage rate authorized pursuant to this section shall be subject to change annually by the Macon-Bibb County Commission at the time that Macon-Bibb County approves its annual operating and capital improvements budgets, and at such other times as may be
deemed appropriate by the Macon-Bibb County Commission; provided, however, that in no event shall the millage rate change authorized in this section or the district management plan exceed one (1) mill.

(c) Excluding real property classified as residential for assessment purposes, the taxes established or authorized pursuant to this section shall be assessed against the real property in the district, shall be liens upon that property until paid, and such liens shall be enforceable in the same manner as other Macon-Bibb County tax liens.

Sec. 26-404. Collection and expenditure of funds.

All funds collected pursuant to this article may only be expended for supplemental services provided in the district management plan (as may be amended from time to time and) adopted by the Macon-Bibb County Commission.

Sec. 26-405. Termination of District.

Pursuant to O.C.G.A. Sec. 36-43-9, the district will have a six (6) year life span beginning July 1, 2015, and ending June 30, 2021.

Section 2.

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

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
the Macon-Bibb County Commission that such invalidity, unconstitutionality or
unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or
otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of
the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses,
sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable,
and of full force and effect.

Section 4.
All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such
conflict, hereby repealed or set aside.

Section 5.
This Ordinance shall become effective immediately upon its approval by the Mayor or
upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ______________, 2015.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

(SEAL) Attest: ____________________________
JEAN S. HOWARD, Clerk of Commission
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # 1091-00168

Parcel Owner Gibson, Inc.

P.O. Box 355

Oak Ridge, NC 27310

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

John W. Gibson
Owner Name Printed

John W. Gibson
Owner Signature

8 May 15
Date

Sworn to and subscribed before me this 8th day of May 2015

Notary Public

My Commission Expires: 4.21.2015
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

TO
Parcel # 1091-0114 Parcel Owner

Super & Mason
C Lutch Patel

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

C Lutch Patel
Owner Name Printed

Owner Signature

Date

Sworn to and subscribed before me this 11 day of Feb., 2015.

Cynthia M. Byrd
Notary Public

My Commission Expires:
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  Parcel Owner
2091-006-0  Progressive Hotel Investments - Ramada

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

March 31, 2015
Date

Sworn to and subscribed before me this 9th day of March, 2015.

[Signature]
Notary Public

My Commission Expires: 7-23-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #: 0091-0092
Parcel Owner:
Gowinda Camp/Motel &
6007 Harrison Road.

I am the owner or the authorized representative of the owner and have the authority to bind the owner of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

3-10-15
Date

Sworn to and subscribed before me this 10 day of March, 2015

[Signature]
Notary Public

My Commission Expires: 6/14/17

Cynthia M. Burr

Page 8 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
LO91-0090 MATH Enterprises Inc. Bridgerview Hotel

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Owner Name Printed: Marishu Patel
Owner Signature: [Signature]
Date: 2-3-15

Sworn to and subscribed before me this 19th day of Feb., 2015.
Notary Public: [Signature]
My Commission Expires: 7-22-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
L091-0085 Janit and James Watson

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signatures]
Owner Name Printed
Owner Signature
Date 5/18/15

Sworn to and subscribed before me this 19th day of May, 2015.

[Signature]
Notary Public

My Commission Expires: July 23, 2018
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  Parcel Owner
091 - 0107  Macon County Partners, Inc LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Philip Cox  
Owner Name Printed  

Owner Signature  

4/16/15  
Date  

Sworn to and subscribed before me this 16 day of April, 2015.

Lisa J. Tipton  
Notary Public  

My Commission Expires: 8/18/18  

Page 11 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #          Parcel Owner
2091-00064        Goldstone Hospitality, Inc

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

2/25/15
Date

Sworn to and subscribed before me this 26 day of Feb, 2015.

[Signature]
Notary Public

My Commission Expires: 7-23-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #    Parcel Owner

091-0106    Legacy Hotels Group, LLC
            4970 Harrison Road
            Macon GA 31206

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Legacy Hotels Group, LLC
Owner Name Printed

[Signature]
Owner Signature

3/10/15
Date

Sworn to and subscribed before me this 11th day of March, 2015

[Signature]
Notary Public

My Commission Expires: 7/30/2018

Page 13 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # | Parcel Owner
--- | ---
091-0093 | HAPE LODGE LLC
          | 5000 HAPE ST
          | MACON GA 31206 TRAVEL LODGE
          | COMFORT INN & SUITE
          | UNDER CONSTRUCTION

I am the owner or the authorized representative of the owner and have the authority to bind the owner of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

APLICA MADGA PATIL
Owner Name Printed

AGHチェー
Owner Signature

03/14/15
Date

Sworn to and subscribed before me this 9th day of March, 2015.

Notary Public

My Commission Expires: 7-23-18
AUTHORIZED PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
091-0096 Hospitality Investors, Inc Hampton Inn

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Owner Name Printed Owner Signature Date

g

Sworn to and subscribed before me this 9th day of March 2015.

Notary Public
My Commission Expires: 7-23-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #       Parcel Owner
L091-0005J    Sneha, Inc

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

[Date]
Date

Sworn to and subscribed before me this ______ day of ______, 2015.

[Signature]
Notary Public

My Commission Expires: 7-23-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
6091-0041 Sheehy, Inc.

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Ajit Patil
Owner Name Printed

[Signature]
Owner Signature

3/19/15
Date

Sworn to and subscribed before me this 9/16 day of March, 2005.

[Signature]
Notary Public

My Commission Expires: 7-23-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
L091-0113 Judd Publishing Co.

Edwin F. Judd Jr.

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District which will include the above that includes a map of the district, a budget and formula for imposing assessments.

Edwin F. Judd Jr. Owner Name Printed

Owner Signature

Date 8-10-15

Sworn to and subscribed before me this 12th day of Feb. 2015.

Dorothy M. Thomas Notary Public

Page 18 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
M083-0243 Log Cabin Investment, LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Prakash Patel Prakash Patel 5-19-2015
Owner Name Printed Owner Signature Date

Sworn to and subscribed before me this 19th day of May, 2015

Notary Public

My Commission Expires: 10/31/16

PALLETTE A MOLTON
Notary Public
Monroe County
State of Georgia
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Log Cabin Branch State Bank and Trust
          03 - 0.237

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

State Bank and Trust

Owner Name Printed Owner Signature Date

2-18-15

Sworn to and subscribed before me this 18th day of February, 2015.

Notary Public

My Commission Expires: June 24, 2016
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #                Parcel Owner
L084-0165               DDR Southeast Macon Eisenhower Annex, L.L.C. (successor by name change to Inland Southeast Macon Eisenhower Annex, L.L.C.)

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

DDR Southeast Macon Eisenhower Annex, L.L.C., a Delaware limited liability company

By:  
Printed Name: David E. Weiss
Title: Executive Vice President

Sworn to and subscribed before me this 19th day of May, 2015.

Notary Public

My Commission Expires: 3-6-19

DEBRA CASPIO
Notary Public, State of Ohio
My Commission Expires March 6, 2019
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Parcel Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>L084-0150</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L084-0151</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L084-0153</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L084-0157</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L084-0158</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L084-0159</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L084-0170</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L091-0033</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>L091-0051</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
<tr>
<td>M083-0285</td>
<td>DDRTC Eisenhower Crossing LLC</td>
</tr>
</tbody>
</table>

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

DDRTC Eisenhower Crossing LLC, a Delaware limited liability company

By: [Signature]
Printed Name: David E. Weiss
Title: Executive Vice President

Sworn to and subscribed before me this 13th day of May, 2015.

[Signature]
Notary Public

My Commission Expires: August 24, 2016
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #      Parcel Owner
M083-0159     4777 Log Cabin, LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

SIECH LLC
Owner Name Printed

Owner Signature

5-12-15
Date

Sworn to and subscribed before me this 12th day of May 2015

MARY E. MILLER
Notary Public

My Commission Expires: 4/3/18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #        Parcel Owner
M084-0200       Khushbu Inv LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Signature
Owner Signature

Owner Name Printed

Date
1/22/15

Sworn to and subscribed before me this 19th day of Feb., 2015.

Notary Public

My Commission Expires: 7.22.18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # M084-0201
Parcel Owner 4171 Bloomfield Rd, Macon, GA 31206

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

SHAYA JWC
Owner Name Printed

Owner Signature

Date 3-2-15

Sworn to and subscribed before me this 2 day of March 2015

Carmen Daniel
Notary Public

My Commission Expires: 7/30/18

Page 25 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  
M084-0104  

Parcel Owner  
Serenia Wholesale Furniture Inc  
(Rocky)  
(formerly TMK Properties)

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]  
Owner Name Printed  
[Signature]  
Owner Signature  
03-31-15  
Date

Sworn to and subscribed before me this 1st day of April, 2015.

[Signature]  
Notary Public  
My Commission Expires: 7-23-18
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #   Parcel Owner
M083-0247  Serena Wholesale Investments Inc (Rocky)
            (Formerly - Sunstates Dev. Corp)

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

03-31-15
Date

Sworn to and subscribed before me this 1st day of April, 2015.

[Signature]
Notary Public

My Commission Expires: 7-23-18
AUTHORIZED PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement Distrijet Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #       Parcel Owner
M083 -0048     Todd and Janie Fitzgibbon

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Owner Name Printed: Todd Fitzgibbon
Owner Signature:
Date: 4-22-2015

Sworn to and subscribed before me this 22nd day of April, 2015.

Notary Public: Mark A. Oren

My Commission Expires: 7-23-16
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
M083- 0238

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed
John F. Hall, CEO

[Signature]
Owner Signature

2/10/15
Date

Sworn to and subscribed before me this 10th day of February, 2015.

[Signature]
Notary Public

Notary Public, Jones County, Georgia.
My Commission Expires: October 24, 2016
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Parcel Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>M084-0092</td>
<td>HSG Macon Mall LLC</td>
</tr>
<tr>
<td>N083-0116</td>
<td>HSG Macon Mall LLC</td>
</tr>
<tr>
<td>N083-0146</td>
<td>HSG Macon Mall LLC</td>
</tr>
<tr>
<td>N083-0109</td>
<td>HSG Macon Mall LLC</td>
</tr>
</tbody>
</table>

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

James M. Hull
Owner Name Printed

5/22/2015
Date

Sworn to and subscribed before me this 22nd day of May, 2015.

Suzanne S. Vest
Notary Public
My Commission Expires: NOTARY PUBLIC COLUMBIA CO. GA.
MY COMMISSION EXPIRES 05-19-2017

Page 30 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  Parcel Owner
N083-0125  Macon Mall B LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

James M. Hull
Owner Name Printed

[Signature]
Owner Signature

5/13/2015
Date

Sworn to and subscribed before me this 22nd day of May, 2015.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC COLUMBIA CO. GA.
MY COMMISSION EXPIRES 05-10-2017
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  Parcel Owner
M084-0203  Macon Mall S, LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

James M. Hull
Owner Name Printed

5/28/2015
Date

Owner Signature

Sworn to and subscribed before me this 22ND day of May, 2015.

Suzanne S. Vest
Notary Public

My Commission Expires: 05-19-2017

Page 32 of 78
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  M884-0097  Parcel Owner  Spiegel Properties, Inc.

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Robert Spiegel  Owner Name Printed
President

Owner Signature  4/30/15  Date

Sworn to and subscribed before me this 30 day of April, 2015.

Notary Public

My Commission Expires: 6/8/2018
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel #  Parcel Owner
MA84-07224  3620 Parkway LLC
MA84-07268  3620 Parkway LLC
MA891-0618  3620 Parkway LLC

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

Robert Spiegel  4/30/15
Owner Name Printed  Owner Signature  Date
Managing Member

Sworn to and subscribed before me this 30 day of April 2015.

Shannon DeBelk
Notary Public

My Commission Expires: 6/6/2018
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # Parcel Owner
N 083 0128 Haverly Furniture Companies, Inc.

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

Feb 10 2015
Date

Sworn to and subscribed before me this 10th day of February 2015.

[Signature]
Wendy Mosby
Notary Public

My Commission Expires: February 23, 2018
AUTHORIZATION PETITION
TO THE MACON-BIBB CITY COUNCIL
TO ESTABLISH THE CITY BUSINESS IMPROVEMENT
DISTRICT FOR THE MIDDLE GEORGIA EDUCATION CORRIDOR

We petition you to initiate proceedings to establish the City Business Improvement District in accordance with the State of Georgia, City Business Improvement District Act for the purpose of executing the management district plan included with and made a part of this petition.

Parcel # ... Parcel Owner:

Map Code: N083-0140  
REAL  
Location: 36552 EISENHOWER PKWY  
Bill No: 2014-12308  
District: 001 CITY OF MACON

I am the owner or the authorized representative of the owner and have the authority to bind the owner, of the real property described above. I hereby consent to the establishment of the Middle Georgia Education Corridor Business Improvement District, which will include the above identified parcels. I further acknowledge receiving with this petition a District Management Plan that includes a map of the district, a budget and formula for imposing assessments.

[Signature]
Owner Name Printed

[Signature]
Owner Signature

[Date]
Date

Sworn to and subscribed before me this [Day of] [Month] [Year] 2015.

[Signature]
Notary Public

My Commission Expires: [Month, Day, Year]
July 1, 2015 to June 30, 2021 Management Plan

For The
Middle Georgia Education Corridor Business Improvement District (BID)
Macon/Bibb County, Georgia

Prepared pursuant to the State of Georgia City Business Improvement District Act to establish a Business Improvement District along Eisenhower Drive for the BID property owners.
MANAGEMENT PLAN INDEX CONTENTS

Section Number

1. What is the Middle Georgia Education Corridor (MGEC) Business Improvement District (BID)?
2. Why establish the Business Improvement District?
3. Management Plan Summary
4. MGEC Business Improvement District Boundaries
5. Programs and Services Provided
6. Assessment Methodology
7. Governing the Business Improvement District
8. Continuation of City Services
9. Business Improvement District Rules
10. 2015/16 Operating Budget
SECTION 1

What is the Middle Georgia Education Corridor Business Improvement District (BID)?

The International Downtown Association estimates that more than 1,500 property-based Business Improvement Districts (BID) currently operate throughout the United States and Canada. In most states, all BIDs are fundamentally a legal mechanism to raise funds to enhance the management of a defined area.

A BID is based upon the benefit assessment district concept, which provides for an assessment on real property to be raised within a specific geographic district with the proceeds going directly back into the district to provide enhanced services that benefit the district and properties located within the district boundaries. A BID provides a myriad of enhanced services and activities, including safety, maintenance, marketing, business recruitment and retention, and special events, in addition to those provided by local government.

The Middle Georgia Education Corridor BID represents an important movement by property owners and business leaders to establish a well-funded, professional organization that continues to work to ensure the community maintains a positive perception of the Eisenhower retail corridor, supplements City services to raise the standard of excellence in the BID area, and promotes businesses to respond to challenges from other competitive developments.

Advantages of the Middle Georgia Education Corridor BID are:

- The BID will provide a wide range of services to include safety, maintenance, marketing, promotion, business recruitment and retention.

- The BID is designed, created, and governed by those who pay the assessment through a Board of Directors of property owners that supervise operations, review monthly activity reports, and approve and monitor the annual budget.

- The Middle Georgia Education Corridor BID is to be implemented by those who pay through a 501(c)(6) non-profit, private sector, management organization of dedicated professionals that have received numerous awards of excellence.
SECTION 2

Why Establish the Business Improvement District (BID)?

The Eisenhower retail corridor is a major economic engine for Macon-Bibb, provides a key gateway into the city and centers of higher education as well as serves as a geographically important retail hub. Approximately $450 million dollars in retail sales are tallied annually and the district is one of the most heavily travelled areas in the city. Unfortunately, the district has been beset with vacated and blighted properties, an overgrown and unkempt physical appearance and a developing misconceived perception that the area is unsafe. Facing decreasing budget allocations with a newly formed consolidated government, the district is teetering on the verge of becoming a downward spiraling retail area.

The Business Improvement District (BID) will play a major role in the sustainability and growth of the Eisenhower retail corridor. The BID will provide immediate beautification of the corridor which promotes the viability and sustainability of existing merchants, private security patrols for a greater law enforcement presence and eventually the recruitment of new businesses and restaurants. The creation of the BID is absolutely critical as there is no other funding source available to effect these type changes for the district. A “High Tide will lift All Boats” and the property owners have the opportunity to affect their own destiny.

To provide momentum, to protect and maintain the existing investment and to attract new investment, property owners will have to establish a Business Improvement District (BID). The property owners will assess themselves an additional incremental property tax which is set aside in a designated account and can only be used for the projects defined in this management plan.

There are several reasons why property owners should take this action:

1. To provide consistent funding for the services to be provided by the BID and rebuild a positive image of the Eisenhower Retail Corridor for the citizens of and visitors to Macon-Bibb County.

The services the BID will provide will help make this retail district a branded shopping destination for local and out of county shoppers. As important as it is to grow local sales tax revenue from the citizens of Macon-Bibb, it is increasingly important that more and more regional citizens become our customers, investors and visitors. Surrounding counties have benefited from the fragmented nature of retail offerings in Macon-Bibb,
and building a positive image as the cleanest, safest, most attractive and well-managed retail area in Middle Georgia will benefit the retailers and county's general fund.

It is very important to create this positive image in order to compete with strong regional competition for customers, investors, and visitors. The value of a single piece of property is not determined solely by the investments made in that property. Rather, a major portion of that property value is derived from how investors, businesses, and visitors view the entire area as a retail center.


The non-profit, private sector corporation, the Middle Georgia Community Foundation, will manage the organization. A board of directors that are representative of all the property owners paying assessments will refine and approve annual work plans and budgets based upon this management plan. The board of directors who are accountable to those property owners paying into the district will ensure the services provided by the Middle Georgia Education Corridor BID are subject to very high private sector performance standards and controls.

3. The Need to be Proactive in Determining the Future of Eisenhower Parkway

To protect their investment, property owners want to establish the Business Improvement District (BID) in order to become partners in the process that determines how the redevelopment of the Eisenhower retail area is implemented. The BID District provides the financial resources, professional staff and private sector management to insure that the challenges faced by this area will be proactively addressed.
SECTION 3

Management Plan Summary

Developed by property owners within Eisenhower Corridor, the Middle Georgia Education Corridor Business Improvement District Management Plan is designed to improve and convey special benefits to properties located within the boundaries of the BID. The Business Improvement District will provide enhanced improvements and activities, including: maintenance, security, branding and business recruitment and retention services above and beyond those currently provided by the City.

Location: An area briefly defined in Section 4 of this plan (also see maps within the appendix).

Value of District: The total assessed fair market value of the properties within the district is $164,927,877.00.

Improvements, Activities, Services:

Enhanced Maintenance Programs
- Monthly trash & debris removal from Eisenhower Drive median and right of way
- Monthly maintenance / cutting of grass along Eisenhower Drive
- Refurbishment and redevelopment of I-475 Interchange
- Elimination of overgrowth along corridor
- Report broken infrastructures and coordinate repairs with county
- Color plantings / flower beds at major intersections

Enhanced Safety
- Night safety patrol throughout entire district
- Off-duty police weekend night patrol
- Panhandler/lotter removal

Marketing/Communications
- Branded signage throughout corridor
- Retail recruitment and retention
- Corridor web site presence / sales promotion
- Market research and data collection
- Index of available properties
- Traffic court studies

Method of Financing: A levy of assessments upon the real property and buildings which benefit from the improvements and activities.

Budget: Anticipated total district budget from assessments on assessable property for the year of 2015 / 2016 will be $329,855.75.

Cost: Annual assessments are based upon an allocation of increased property tax per parcel. One property assessment variable, Assessed Value, is used in the calculation. No assessments will be levied on the basis of personal property, business licenses or occupation fees.

Assessment Rate: $0.005 Mills (Per Dollar of Assessed Value)

County Services: The County has agreed that existing County services will continue to be provided within the BID District at the same level as before the BID was created. BID services are in addition to existing County services.

District Formation: District formation requires submission of signed petitions from a group of property owners who either:

1. Collectively own at least fifty-one percent by assessed value of the real property within the district.

   or

2. Represent at least fifty-one percent of all owners of real property within the district.

Duration: The district will have a 6-year life beginning July 1, 2015 and ending June 30, 2021. After 6 years, the petition process must be repeated for the district to continue beyond the 6th year.

Governance: The Business Improvement District budgets and policies will be refined annually, within the limitations set forth in the district management plan, by a board of property owners representative of all the property owners paying assessments.

The private 501(c)(6) non-profit, Middle Georgia Community Foundation, will implement the improvements and activities defined by the District Management Plan.
SECTION 4
Middle Georgia Education Corridor Business Improvement District Boundaries

An approximate 379-acre area has been identified for the Middle Georgia Education Corridor Business Improvement District. Within this area, there are ninety-three (93) parcels with an assessed fair market value of $164,927,877.00. The maps within the appendix of this report identify district boundaries and benefit zone boundaries.

*Although residential properties are included in the boundaries of the BID, these properties will not be assessed the additional ad valorem tax.

District Boundaries

The District includes all properties contiguous to Eisenhower Parkway from Pio Nono Avenue to I-475. Specifically:

*The Western boundary is:
Intersection of Eisenhower Parkway and I-475
Northernmost Western boundary is a line just beyond the Value Place Inn on Harrison Drive.
Southernmost Western boundary is Chambers Road and I-475.

*The Northern boundary is:
Westernmost Northern boundary line is all properties located South of Columbus Road and Mercer University Blvd. This includes entire Macon Mall shopping District.
Easternmost Northern boundary line is all properties located South and West of the corner of Mercer University Drive and Christian Avenue.

*The Eastern boundary is:
All properties West of the Macon Mall.
Northernmost Eastern line is Mercer University Drive.
Southernmost Eastern line is the intersection of Eisenhower Parkway and Macon Tech Drive.
The Southern boundary is:

Westernmost Southern boundary is Chambers Road and I-475.

Easternmost Southern boundary is the intersection of Macon Tech Drive and Bloomfield Parkway.

**The specific boundaries of the Middle Georgia Education Corridor Business Improvement District are also shown on the maps within the appendix.**
SECTION 5
Programs and Services Provided

1. PUBLIC SAFETY

Middle Georgia Education Corridor BID Public Safety Program

The BID safety program mission is to support the police department, property owners and tenants in overall crime prevention efforts and reduction in neighborhood street disorder, while offering a customer service orientation to pedestrians. The Safety Patrol will provide highly visible neighborhood safety services and are intended to supplement individual building security and the Macon-Bibb Sheriff Department.

Integration with the Macon-Bibb Sheriff Department

The BID safety program will continue to work closely with the Macon-Bibb Sheriff Department and integrate the Middle Georgia Education Corridor program with that of the Department.

Night Safety Patrol

The night safety term aggressively patrols the entire district from 7pm – 7am daily. Their presence is a deterrent to theft and burglary from businesses and motor vehicles; however the service does not completely prevent these crimes. They also deter and report illegal activity to local authorities. They handle a myriad of quality-of-life problems including: trespassing, prostitution observations, scavenging, and shopping cart confiscation. They perform goodwill gestures such as escorting employees and can assist with traffic control in the event of accidents, fires or unusual occurrences.

They patrol assigned routes, covering all zones in the district. They are professional, assertive, friendly, courteous, people-oriented individuals in excellent physical condition. The Safety Patrol officers complete customized classroom district training and additional hours of field training.

2. MAINTENANCE

BID Clean Team

In order to deal effectively and consistently with maintenance issues, a BID Maintenance Program will be established to make the BID area one of the cleanest places in Macon-Bibb. A multi-dimensional approach has been developed consisting of the following elements:

Corridor Trash Maintenance: Uniformed debris and refuse removal from medians and right of ways within the district. Monthly remove large illegal dumping in the district. Special attention to intersection cleaning.
Median/Right of Way Maintenance: The Clean Team will mow, weed eat, and perform general lawn maintenance work on a monthly basis. Fertilization and weed control activities will be performed on an as-needed basis.

Targeted Beautification Zones: Specific areas will be targeted for the planting and maintenance of color plantings throughout the district. Major signaled intersections will be the first priority for construction of raised beds.

Unsightly Vegetation Removal: The clearing of overgrown and unsavory looking vegetation throughout the corridor to improve visibility into businesses and to control nuisance animal population. This will include an annual pruning program. Special emphasis will be put on cleaning the interstate interchanges to make our entrance and exit ramps more welcoming.

Illegal Postings and Handbill Removal: Illegal signs and handbills scotch taped, nailed, tacked, or glued on public property, utility boxes/poles, and telephone poles are to be removed by hand or, when necessary, by pressure washing.

Special Collections: The BID truck will be available to collect abandoned shopping carts and large bulky items illegally dumped in the district.

Maintenance Problems Requiring Third Party Intervention: Problems are monitored that create blighted or unsafe conditions in the district. Monthly and daily requests are made to the responsible city agencies for repair. Types of problems include broken infrastructures such as streetlights and pedestrian lights, storm drains, etc.

3. MARKETING/COMMUNICATIONS/ECONOMIC DEVELOPMENT

Tell the story...again and again and again. The program that will be developed to tell the story of change and improvement in the Middle Georgia Education Corridor is an important part of the improvement plan. The program that is developed by the property owners will include several tools to support the efforts of individual property owners and brokers to attract and retain tenants. Several types of communication elements could be used. Some of these elements are:

- Middle Georgia Education Corridor website, www.Middle Georgia Education Corridor.com
- Business Directory
- Public and Media Relations
- Social Media
• Others as needed

Branded Signage: Since Eisenhower Drive serves as a gateway to four institutions of higher learning and is the road most often used when parents and students travel to these locations, the entire corridor will be branded as the Middle Georgia Education Corridor. Signage welcoming passersby will be placed throughout the district.

Retail Recruitment and Retention: Serve as a clearing house for brokers and commercial enterprises with demographic and market specific information.

Market Research and Data Collection: Develop and maintain accurate information to be used in the promotion of the corridor. An index of available properties and traffic count studies will be maintained.

4. MANAGEMENT PERSONNEL

A professional staff that provides its own administrative support will manage the Middle Georgia Education Corridor BID improvements and activities.
SECTION 6

Assessment Methodology

Middle Georgia Education Corridor BID property owners and business owners have emphasized that the assessment formula for the Management District must be fair, balanced and have a direct relationship between benefits received and costs.

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the Middle Georgia Education Corridor BID staff and approved by the property owners, and Board of Directors. The process for compiling the property database includes the following steps:

- Property data was first obtained from the City Assessor’s Office.
- City assessor property data was crosschecked with reliable private sector data sources.
- A site survey was undertaken to verify selective data.

Based upon the methodology as set forth above, property data compiled by the Board of Directors, who represent the property owners, the BID budget will yield the following assessment for the district.

Assessment Rate $0.00500 (Per Dollar of Assessed Value)

In future years, assessments may change, up or down, if assessed value information changes and/or BID budgets change pursuant to the Price Index Adjustment as detailed below. Assessments will in any event not exceed the limits described in the following section of this Plan.

Annual Assessment Adjustments: CPI Adjustments

Total program revenue may be adjusted each year to reflect the annual change in the Middle Georgia Education Corridor Consumer Price Index (CPI) for all urban consumers. In no case will the annual increase due to CPI increases exceed 5%. Actual annual increases will range from 0% to 5%.

Budget Adjustments

Any annual budget surplus or deficit will be rolled into the following year’s BID budget. Assessments will be set accordingly, within the constraints of the CPI, to adjust for surpluses or deficits that are carried forward.
Time and Manner for Collecting Assessments

As provided by state law, the Middle Georgia Education Corridor BID assessment will appear as a separate line item on annual property tax bills. Existing laws for enforcement and appeal of property taxes apply to the BID assessments.

Government Assessments

The Middle Georgia Education Corridor BID Management Plan does not assume that the City of Macon-Bibb will pay assessments for property owned within the boundaries of the BID.

It is the intent of the BID law to provide services only to those properties that pay assessments. BID services will not be provided to government properties that do not pay BID assessments. All reasonable efforts will be made to include government properties on a voluntary basis in the BID assessment.

Non-Profit Assessments

Property held in a non-profit status that does not currently pay ad valorem taxes is not required to pay BID assessments. All reasonable efforts will be made to include non-profit properties on a voluntary basis in the BID assessment.

Current and Proposed Uses of the Land

The assessable land within the proposed district is currently being used primarily for commercial uses. No changes to land use are proposed.
SECTION 7

Governing the Business Improvement District

Consistent with business improvement district (BID) legislation throughout the nation, Georgia's BID law establishes a BID governance framework that allows property owners who pay assessments to determine how the assessments are used. The following components are required within a BID governing structure.

Bibb County Commission

Following the submission of petitions from property owners representing more than 50% of the assessed value and/or more than 50% of the total property owners, the County Commission holds a public hearing and then may form the BID. The BID is established by an ordinance of the Commission, with the power to levy assessment on property.

Private Sector and the BID Management Organization

The BID District budgets and policies will be refined annually, within the limitations set forth in the district management plan, by the Middle Georgia Education Corridor BID Corporation board of directors. The Board of the Middle Georgia Education Corridor BID Corporation will be made up of property owners paying assessments within the district and will be structured to represent all of the property owners and reflect the assessments being paid.

The Middle Georgia Education Corridor BID will retain the services of the Middle Georgia Community Foundation or similar type agency to act a fiscal agent for the BID. The Middle Georgia Community Foundation is a non-profit organization qualified as a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code of 1986. The corporation is organized exclusively to implement the improvements and activities defined by the District Management Plan.
SECTION 8

Continuation of County Services

Throughout the process to establish the Middle Georgia Education Corridor Business Improvement District, business and property owners have voiced concerns that the city of Macon-Bibb maintains existing services at verifiable "baseline" service levels. A formal baseline level of service policy ensures that existing County services are enhanced and not replaced by new BID improvements and activities.
SECTION 9
City Business Improvement District Rules

Contracting For Services
In order to supply the highest level of qualified services at the most reasonable cost, the District may contract for services with public agencies, with non-profit public service agencies, or with for-profit organizations.

Contracting Of Services
When it is determined to be in the best interest of the District, the District may contract with non-assessment paying property owners to provide District services to those owners.
SECTION 10

Budget

Macon Business Improvement District
2015 - 2016 Budget

Revenue
BID Assessments  329,855.00

Expenses
Maintenance of Roadways  100,000.00
Staff Salary  75,000.00
Security Patrols  70,000.00
Non-Recurring Start-up Reimbursement  50,000.00 *
Professional Services / Mgt Fee (3.0%)  10,000.00 **
Marketing  10,000.00
Equipment (Security Vehicle)  6,500.00 ***
Insurance  5,000.00
Telephone  1,000.00
Postage  1,000.00

Total Expenses  328,500.00 ****

Profit / Loss  1,355.00

Notes:
* One-time reimbursement of costs associated with development of BID
** Includes office rental and funds management expense
*** Vehicle lease
**** Budget to be amended in year 2 and 3 to reflect these non-recurring expenses. Board will determine where to invest additional dollars.
Macon, GA BID

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th># of Parcels</th>
<th>Acres</th>
<th>Fair Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9</td>
<td>12.08</td>
<td>$8,223,998.00</td>
</tr>
<tr>
<td>2</td>
<td>13</td>
<td>29.95</td>
<td>$19,947,235.00</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>44.06</td>
<td>$14,859,430.00</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>45.74</td>
<td>$22,487,470.00</td>
</tr>
<tr>
<td>5</td>
<td>17</td>
<td>87.26</td>
<td>$64,518,835.00</td>
</tr>
<tr>
<td>6</td>
<td>9</td>
<td>22.87</td>
<td>$8,156,533.00</td>
</tr>
<tr>
<td>7</td>
<td>10</td>
<td>12.74</td>
<td>$6,921,360.00</td>
</tr>
<tr>
<td>8</td>
<td>7</td>
<td>104.83</td>
<td>$11,978,084.00</td>
</tr>
<tr>
<td>9</td>
<td>8</td>
<td>19.76</td>
<td>$7,834,932.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>93</td>
<td>379.29</td>
<td>$164,927,877.00</td>
</tr>
</tbody>
</table>

BID Revenue: $329,855.75 *

*BID revenue is based on the application of 0.005 mils on the assessed value of property. Assessed value is 40% of fair market value.
<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L091-0068</td>
<td>1.04</td>
<td>Gibson Inc.</td>
<td>Shell Gas</td>
</tr>
<tr>
<td>2</td>
<td>L091-0114</td>
<td>1.41</td>
<td>Blue Krishna Hotel Investment</td>
<td>Super 8 Motel</td>
</tr>
<tr>
<td>3</td>
<td>L091-0086</td>
<td>0.77</td>
<td>OWC Ltd. #268</td>
<td>RaceWay</td>
</tr>
<tr>
<td>4</td>
<td>L091-0069</td>
<td>2.58</td>
<td>Progressive Hotel Investment</td>
<td>Ramada</td>
</tr>
<tr>
<td>5</td>
<td>L091-0092</td>
<td>1.50</td>
<td>Govinda Corp.</td>
<td>Homeplace Inn &amp; Suites</td>
</tr>
<tr>
<td>6</td>
<td>L091-0090</td>
<td>1.73</td>
<td>MATA Enterprises Inc.</td>
<td>Days Inn</td>
</tr>
<tr>
<td>7</td>
<td>L091-0101</td>
<td>1.97</td>
<td>Chick-fil-A Inc.</td>
<td>Chick-fila</td>
</tr>
<tr>
<td>8</td>
<td>L091-0102</td>
<td>0.33</td>
<td>Wal-Mart Stores East Inc.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>L091-0085</td>
<td>0.75</td>
<td>Janet &amp; James Watson</td>
<td>BarBQue Restaurant</td>
</tr>
</tbody>
</table>

**Total Acres:** 12.08  
**Total Parcels:** 9.00
<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>L091-0107</td>
<td>2.07</td>
<td>Macon Valued Partners</td>
<td>ValuePlace</td>
</tr>
<tr>
<td>11</td>
<td>L091-0081</td>
<td>2.00</td>
<td>Gondal Krupa LLC</td>
<td>Motel 6</td>
</tr>
<tr>
<td>12</td>
<td>L091-0074</td>
<td>2.11</td>
<td>Castlestone LLC</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>13</td>
<td>L091-0064</td>
<td>3.47</td>
<td>Goldstone Hospitality</td>
<td>Village Lodge</td>
</tr>
<tr>
<td>14</td>
<td>L091-0079</td>
<td>1.41</td>
<td>Oswald Family Investments LLC</td>
<td>Marathon Gas</td>
</tr>
<tr>
<td>15</td>
<td>L091-0082</td>
<td>1.27</td>
<td>Kirtida Patel</td>
<td>Wooded Land</td>
</tr>
<tr>
<td>16</td>
<td>L091-0106</td>
<td>6.93</td>
<td>Legacy Hotels Group</td>
<td>Holiday Inn Express</td>
</tr>
<tr>
<td>17</td>
<td>L091-0093</td>
<td>2.16</td>
<td>Akhaj Inc. dba Travelodge</td>
<td>Travelodge</td>
</tr>
<tr>
<td>18</td>
<td>L091-0018</td>
<td>0.29</td>
<td>Fretz Mullis</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>19</td>
<td>L091-0078</td>
<td>3.03</td>
<td>Xiu Q. Chen</td>
<td>New China Buffet</td>
</tr>
<tr>
<td>20</td>
<td>L091-0076</td>
<td>0.92</td>
<td>McDonald's Corp. John Folsom (Mac Attack)</td>
<td>McDonald's</td>
</tr>
<tr>
<td>21</td>
<td>L091-0096</td>
<td>2.17</td>
<td>Hospitality Investors Inc.</td>
<td>Hampton Inn.</td>
</tr>
<tr>
<td>22</td>
<td>L091-0014</td>
<td>2.12</td>
<td>LOJAC Partners LP</td>
<td>Cracker Barrel</td>
</tr>
</tbody>
</table>

**Total Acres:** 29.95
**Total Parcels:** 13.00
### Parcel Set #3

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>L091-0057</td>
<td>1.72</td>
<td>Sneha Inc.</td>
<td>Rodeway Inn</td>
</tr>
<tr>
<td>24</td>
<td>L091-0043</td>
<td>1.25</td>
<td>J&amp;C Hospitality</td>
<td>Red Roof Inn</td>
</tr>
<tr>
<td>25</td>
<td>L091-0041</td>
<td>0.21</td>
<td>Sneha Inc.</td>
<td>Rodeway Inn</td>
</tr>
<tr>
<td>26</td>
<td>L091-0100</td>
<td>2.34</td>
<td>Macon Venture  No One</td>
<td>Dollar Tree Shopping Center</td>
</tr>
<tr>
<td>27</td>
<td>L091-0072</td>
<td>33.05</td>
<td>WalMart</td>
<td>WalMart</td>
</tr>
<tr>
<td>28</td>
<td>L091-0099</td>
<td>0.70</td>
<td>Murphy Oil USA Inc.</td>
<td>Gas Station</td>
</tr>
<tr>
<td>29</td>
<td>L091-0104</td>
<td>0.82</td>
<td>Laurie Gregory</td>
<td>Car Wash</td>
</tr>
<tr>
<td>30</td>
<td>L091-0002</td>
<td>3.97</td>
<td>Nornorth L P</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>31</td>
<td>L092-0209</td>
<td>non-paying</td>
<td>Carolyn Victoria Tilley</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>L092-0169</td>
<td>non-paying</td>
<td>Callaghan A W</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>L092-0168</td>
<td>non-paying</td>
<td>Carolyn Victoria Tilley</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>L092-0201</td>
<td>non-paying</td>
<td>Mullis, Gerald S</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>L092-0140</td>
<td>non paying</td>
<td>Giddens, Muriel R</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>L092-0198</td>
<td>non-paying</td>
<td>Causey, W. Jack</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>L092-0212</td>
<td>non-paying</td>
<td>Board of Education</td>
<td></td>
</tr>
</tbody>
</table>

**Total Acres:** 44.06  
**Total Parcels:** 8.00
Parcel Set #4

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>L091-0051</td>
<td>0.15</td>
<td>DDRTC Eisenhower Crossing LLC</td>
<td>Wooded Land</td>
</tr>
<tr>
<td>39</td>
<td>L091-0113</td>
<td>0.28</td>
<td>Judd Publishing Co</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>40</td>
<td>L092-0185</td>
<td>2.77</td>
<td>Metro Corral Partners</td>
<td>Golden Corral</td>
</tr>
<tr>
<td>41</td>
<td>L084-0160</td>
<td>1.30</td>
<td>DDRTC Eisenhower Crossing LLC</td>
<td>David's Bridal Shopping Center</td>
</tr>
<tr>
<td>42</td>
<td>L084-0159</td>
<td>2.40</td>
<td>Holm Real Estate</td>
<td>Ryan's</td>
</tr>
<tr>
<td>43</td>
<td>L084-0158</td>
<td>0.88</td>
<td>Graham Crackas Inc.</td>
<td>Zaxby's</td>
</tr>
<tr>
<td>44</td>
<td>L084-0157</td>
<td>1.44</td>
<td>Fink Family Limited</td>
<td>Sonny's</td>
</tr>
<tr>
<td>45</td>
<td>L084-0155</td>
<td>5.21</td>
<td>Price Tag Realty</td>
<td>Best Buy</td>
</tr>
<tr>
<td>46</td>
<td>M083-0235</td>
<td>7.64</td>
<td>Chajobibco Inc.</td>
<td>US Personnel Management Office</td>
</tr>
<tr>
<td>47</td>
<td>M083-0243</td>
<td>1.54</td>
<td>Log Cabin Investment, LLC</td>
<td>Title King</td>
</tr>
<tr>
<td>48</td>
<td>M083-0237</td>
<td>0.75</td>
<td>State Bank &amp; Trust Company</td>
<td>Bank</td>
</tr>
<tr>
<td>49</td>
<td>M083-0182</td>
<td>21.38</td>
<td>Sam's Real Estate Business</td>
<td>Sam's</td>
</tr>
</tbody>
</table>

Total Acres: 45.74
Total Parcels: 12.00
<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>L084-0162</td>
<td>Target Corp</td>
<td>Target</td>
</tr>
<tr>
<td>L084-0163</td>
<td>DDRTC Eisenhower Crossing</td>
<td>Eisenhower Crossing</td>
</tr>
<tr>
<td>L084-0170</td>
<td>DDRTC Eisenhower Crossing</td>
<td>RadioShack</td>
</tr>
<tr>
<td>L084-0164</td>
<td>P.H. Groups LLC</td>
<td>McAlister's strip</td>
</tr>
<tr>
<td>L084-0165</td>
<td>DDR Southeast Macon</td>
<td>Pet Smart, hhgregg</td>
</tr>
<tr>
<td>L084-0172</td>
<td>SS Billy Williamson Dr</td>
<td>Commercial Strip</td>
</tr>
<tr>
<td>L084-0173</td>
<td>HD Develop of Maryland</td>
<td>Home Depot</td>
</tr>
<tr>
<td>L084-0174</td>
<td>Eisenhower Crossing PTE</td>
<td>Starbucks, Verizon</td>
</tr>
<tr>
<td>M083-0159</td>
<td>4477 Log Cabin LLC</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>M083-0015</td>
<td>Aldi Inc.</td>
<td>Aldi</td>
</tr>
<tr>
<td>M083-0285</td>
<td>DDRTC Eisenhower Crossing</td>
<td></td>
</tr>
<tr>
<td>M083-0283</td>
<td>Global Commerce Bank</td>
<td>Car Wash</td>
</tr>
<tr>
<td>M083-0284</td>
<td>Sofron Kibb I.P &amp; Tamajo</td>
<td></td>
</tr>
<tr>
<td>L084-0167</td>
<td>DDRTC Eisenhower Crossing</td>
<td>Kroger</td>
</tr>
<tr>
<td>L084-0153</td>
<td>Robins Federal Credit Union</td>
<td>Bank</td>
</tr>
<tr>
<td>L084-0168</td>
<td>DDRTC Eisenhower Crossing</td>
<td>Shopping Center</td>
</tr>
<tr>
<td>L084-0169</td>
<td>DDRTC Eisenhower Crossing</td>
<td>Michael's, Ross, etc.</td>
</tr>
</tbody>
</table>

Total Acres: 87.26
Total Parcels: 17.00
<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>M083-0233</td>
<td>1.98</td>
<td>4698 Log Cabin LLC</td>
<td>Aaron's</td>
</tr>
<tr>
<td>68</td>
<td>M084-0200</td>
<td>1.01</td>
<td>Khushbu Inv. LLC</td>
<td>Topline Tax</td>
</tr>
<tr>
<td>69</td>
<td>M084-0202</td>
<td>1.65</td>
<td>Smith &amp; Sons Foods Inc.</td>
<td>S&amp;S Cafeteria</td>
</tr>
<tr>
<td>70</td>
<td>M084-0201</td>
<td>0.80</td>
<td>Bhava Inc.</td>
<td>Fresh Cleaners</td>
</tr>
<tr>
<td>71</td>
<td>M084-0104</td>
<td>8.40</td>
<td>TMAK Prop LLC</td>
<td>Shopping Center-CVS</td>
</tr>
<tr>
<td>72</td>
<td>M083-0247</td>
<td>5.75</td>
<td>Serena Wholesale Investments</td>
<td>Shopping Center</td>
</tr>
<tr>
<td>73</td>
<td>M083-0252</td>
<td>1.03</td>
<td>Beagle Family Invests LLP</td>
<td>Southland</td>
</tr>
<tr>
<td>74</td>
<td>M083-0248</td>
<td>0.88</td>
<td>Todd &amp; Janice Fitzgibbons</td>
<td>Dairy Queen</td>
</tr>
<tr>
<td>75</td>
<td>M083-0238</td>
<td>1.37</td>
<td>American Pride Bank</td>
<td>Bank</td>
</tr>
<tr>
<td>76</td>
<td>M083-0241</td>
<td>non-paying</td>
<td>MACON BIBB CO HOSPITAL AUTH</td>
<td>Medical Building</td>
</tr>
<tr>
<td>77</td>
<td>M083-0232</td>
<td>non-paying</td>
<td>WOODCREBIA APARTMENTS LLC</td>
<td>Apartments</td>
</tr>
</tbody>
</table>

**Total Acres:** 22.87  
**Total Parcels:** 9.00
### Parcel Set #7

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>78</td>
<td>M084-0015</td>
<td>8.55</td>
<td>Summit Macon Equity</td>
<td>Big Lots, Hancock Fabrics</td>
</tr>
<tr>
<td>79</td>
<td>M084-0266</td>
<td></td>
<td>Summit Macon Equity</td>
<td>Shopping Center Parking</td>
</tr>
<tr>
<td>80</td>
<td>M084-0265</td>
<td></td>
<td>Summit Macon Equity</td>
<td>Shopping Center Parking</td>
</tr>
<tr>
<td>81</td>
<td>M084-0216</td>
<td>0.78</td>
<td>B-K Columbus</td>
<td>Burger King</td>
</tr>
<tr>
<td>82</td>
<td>M084-0211</td>
<td>0.49</td>
<td>Rasor Holdings LLC</td>
<td>KFC</td>
</tr>
<tr>
<td>83</td>
<td>M084-0214</td>
<td>0.69</td>
<td>BSF Retail &amp; Commercial Operations</td>
<td>ExpertTire</td>
</tr>
<tr>
<td>84</td>
<td>M084-0128</td>
<td>1.00</td>
<td>Nations Bank National Association</td>
<td>Bank of America</td>
</tr>
<tr>
<td>85</td>
<td>M084-0208</td>
<td>0.61</td>
<td>Evans Realty Investments LLC</td>
<td>Krystal</td>
</tr>
<tr>
<td>86</td>
<td>M084-0107</td>
<td>0.18</td>
<td>Susan Bohler</td>
<td>Batteries Plus</td>
</tr>
<tr>
<td>87</td>
<td>M084-0217</td>
<td>0.44</td>
<td>Paul &amp; April Willis</td>
<td>Optician</td>
</tr>
<tr>
<td>88</td>
<td>M084-0106</td>
<td>non-paying</td>
<td>Macon Bibb Co Hospital</td>
<td>Optician</td>
</tr>
</tbody>
</table>

**Total Acres:** 12.74  
**Total Parcels:** 10.00
### Parcel Set #8

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>89</td>
<td>M084-0092</td>
<td>50.92</td>
<td>HSG Macon Mall LLC</td>
<td>Mall</td>
</tr>
<tr>
<td>90</td>
<td>M084-0203</td>
<td>16.29</td>
<td>Macon Mall S, LLC</td>
<td>Sears Auto Center</td>
</tr>
<tr>
<td>91</td>
<td>NC83-0125</td>
<td>9.87</td>
<td>Macon Mall B LLC</td>
<td>Belk</td>
</tr>
<tr>
<td>92</td>
<td>NC83-0116</td>
<td>7.74</td>
<td>HSG Macon Mall LLC</td>
<td>Parking, mall</td>
</tr>
<tr>
<td>93</td>
<td>NC83-0126</td>
<td>10.48</td>
<td>Rich's Department Store Inc.</td>
<td>Macy's</td>
</tr>
<tr>
<td>94</td>
<td>NC83-0146</td>
<td>8.93</td>
<td>HSG Macon Mall LLC</td>
<td>Outparcel</td>
</tr>
<tr>
<td>95</td>
<td>NC83-0109</td>
<td>0.60</td>
<td>HSG Macon Mall LLC</td>
<td>Land</td>
</tr>
</tbody>
</table>

**Total Acres:** 104.83  
**Total Parcels:** 7.00
<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>96</td>
<td>M084-0096</td>
<td>0.90</td>
<td>RTR Partners II LLC</td>
<td>Taco Bell</td>
</tr>
<tr>
<td>97</td>
<td>M084-0103</td>
<td>1.88</td>
<td>Georgia CVS Pharmacy LLC</td>
<td>CVS</td>
</tr>
<tr>
<td>98</td>
<td>M092-0168</td>
<td>0.84</td>
<td>Big B Drugs Inc.</td>
<td>Undeveloped</td>
</tr>
<tr>
<td>99</td>
<td>M084-0097</td>
<td>1.29</td>
<td>Spiegel Properties Inc.</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>M084-0268</td>
<td>3.25</td>
<td>3620 Parkway LLC</td>
<td>Former Circuit City</td>
</tr>
<tr>
<td>101</td>
<td>M084-0224</td>
<td>5.93</td>
<td>3620 Parkway LLC</td>
<td>Shopping Center</td>
</tr>
<tr>
<td>102</td>
<td>N083-0139</td>
<td>non-paying</td>
<td>Central GA Tech College Foun</td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>N083-0128</td>
<td>4.79</td>
<td>Haverty</td>
<td>Haverty's</td>
</tr>
<tr>
<td>104</td>
<td>N083-0140</td>
<td>0.88</td>
<td>Cole AP Portfolio I LLC</td>
<td>Applebee's</td>
</tr>
<tr>
<td>105</td>
<td>N091-0021</td>
<td>non-paying</td>
<td>Central GA Tech College Foun</td>
<td>Goodwill</td>
</tr>
</tbody>
</table>

**Total Acres:** 19.76  
**Total Parcels:** 8.00
Macon, GA BID

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th># of Parcels</th>
<th>Acres</th>
<th>Fair Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9</td>
<td>12.08</td>
<td>$8,223,998.00</td>
</tr>
<tr>
<td>2</td>
<td>13</td>
<td>29.95</td>
<td>$19,947,235.00</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>44.06</td>
<td>$14,859,430.00</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>45.74</td>
<td>$22,487,470.00</td>
</tr>
<tr>
<td>5</td>
<td>17</td>
<td>87.26</td>
<td>$64,518,835.00</td>
</tr>
<tr>
<td>6</td>
<td>9</td>
<td>22.87</td>
<td>$8,156,533.00</td>
</tr>
<tr>
<td>7</td>
<td>10</td>
<td>12.74</td>
<td>$6,921,360.00</td>
</tr>
<tr>
<td>8</td>
<td>7</td>
<td>104.83</td>
<td>$11,978,084.00</td>
</tr>
<tr>
<td>9</td>
<td>8</td>
<td>19.76</td>
<td>$7,834,932.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>93</td>
<td>379.29</td>
<td>$164,927,877.00</td>
</tr>
</tbody>
</table>

**BID Revenue**  
$329,855.75 *

* BID revenue is based on the application of 0.005 mils on the assessed value of property. Assessed value is 40% of fair market value.
Authorization petitions have been received for the parcels that are highlighted in green.

### Parcel Set #1

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L091-0084</td>
<td>1.08</td>
<td>Grison Inc.</td>
<td>Shell Gas</td>
</tr>
<tr>
<td>2</td>
<td>L091-0011</td>
<td>1.34</td>
<td>Blue Krishna Hotel</td>
<td>Super 8 Motel</td>
</tr>
<tr>
<td>3</td>
<td>L091-0086</td>
<td>0.77</td>
<td>OWC Ltd. #268</td>
<td>RaceWay</td>
</tr>
<tr>
<td>4</td>
<td>L091-0068</td>
<td>2.53</td>
<td>Progressive Hotel</td>
<td>Rampers</td>
</tr>
<tr>
<td>5</td>
<td>L091-0092</td>
<td>1.56</td>
<td>Cordova Corp.</td>
<td>Templeplace Inn &amp; Suites</td>
</tr>
<tr>
<td>6</td>
<td>L091-0006</td>
<td>3.77</td>
<td>MALA Int'l Inc.</td>
<td>LGA/DV Serv</td>
</tr>
<tr>
<td>7</td>
<td>L091-0101</td>
<td>1.97</td>
<td>Chick-fil-A Inc.</td>
<td>Chickfila</td>
</tr>
<tr>
<td>8</td>
<td>L091-0102</td>
<td>0.33</td>
<td>Wal-Mart Stores East Inc.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>L091-0083</td>
<td>0.73</td>
<td>Janet &amp; James Watson</td>
<td>BBQ'Q Restaurant</td>
</tr>
</tbody>
</table>

Total Acres: 12.08
Total Parcels: 9.00
Authorization petitions have been received for the parcels that are highlighted in green.

### Parcel Set #2

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>L091-0011</td>
<td>2.01</td>
<td>Macon Valley Partners</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>11</td>
<td>L091-0081</td>
<td>2.00</td>
<td>Gondal Krupa LLC</td>
<td>Motel 6</td>
</tr>
<tr>
<td>12</td>
<td>L091-0074</td>
<td>2.11</td>
<td>Castleshone LLC</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>13</td>
<td>L091-0064</td>
<td>3.97</td>
<td>Goldstone Hospitality</td>
<td>Village Lodge</td>
</tr>
<tr>
<td>14</td>
<td>L091-0079</td>
<td>1.41</td>
<td>Oswald Family Investments LLC</td>
<td>Marathon Gas</td>
</tr>
<tr>
<td>15</td>
<td>L091-0082</td>
<td>1.27</td>
<td>Kirtida Patel</td>
<td>Wooded Land</td>
</tr>
<tr>
<td>16</td>
<td>L091-0106</td>
<td>6.93</td>
<td>Legacy Hotels Group</td>
<td>Holiday Inn Express</td>
</tr>
<tr>
<td>17</td>
<td>L091-0092</td>
<td>2.16</td>
<td>Akha Inc. d/a Travelodge</td>
<td>Travelodge</td>
</tr>
<tr>
<td>18</td>
<td>L091-0018</td>
<td>0.29</td>
<td>Prett Mullis</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>19</td>
<td>L091-0078</td>
<td>3.03</td>
<td>Xiu Q. Chen</td>
<td>New China Buffet</td>
</tr>
<tr>
<td>20</td>
<td>L091-0076</td>
<td>0.92</td>
<td>McDonald's Corp. John Folsom (Mao Attack)</td>
<td>McDonald's</td>
</tr>
<tr>
<td>21</td>
<td>L091-0096</td>
<td>2.32</td>
<td>Hospitality Investors Inc.</td>
<td>Hampton Inn</td>
</tr>
<tr>
<td>22</td>
<td>L091-0014</td>
<td>2.12</td>
<td>LOJAC Partners LP</td>
<td>Cracker Barrel</td>
</tr>
</tbody>
</table>

**Total Acres:** 29.95

**Total Parcels:** 13.00
Authorization petitions have been received for the parcels that are highlighted in green.

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>L091-0087</td>
<td>1.72</td>
<td>Shelia Inc.</td>
<td>Roadway Inn</td>
</tr>
<tr>
<td>24</td>
<td>L091-0043</td>
<td>1.25</td>
<td>J&amp;C Hospitality</td>
<td>Red Roof Inn</td>
</tr>
<tr>
<td>25</td>
<td>L091-0041</td>
<td>0.22</td>
<td>Shelia Inc.</td>
<td>Roadway Inn</td>
</tr>
<tr>
<td>26</td>
<td>L091-0100</td>
<td>2.34</td>
<td>Macon Venture No One</td>
<td>Dollar Tree Shopping Center</td>
</tr>
<tr>
<td>27</td>
<td>L091-0072</td>
<td>33.05</td>
<td>Walmart</td>
<td>Walmart</td>
</tr>
<tr>
<td>28</td>
<td>L091-0099</td>
<td>0.70</td>
<td>Murphy Oil USA Inc.</td>
<td>Gas Station</td>
</tr>
<tr>
<td>29</td>
<td>L091-0104</td>
<td>0.82</td>
<td>Laurie Gregory</td>
<td>Car Wash</td>
</tr>
<tr>
<td>30</td>
<td>L091-0002</td>
<td>3.97</td>
<td>Norcross L P</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>31</td>
<td>L092-0209</td>
<td>non-paying</td>
<td>Carolyn Victoria Tilley</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>L092-0169</td>
<td>non-paying</td>
<td>Callaghan A W</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>L092-0168</td>
<td>non-paying</td>
<td>Carolyn Victoria Tilley</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>L092-0201</td>
<td>non-paying</td>
<td>Mullis, Gerald S</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>L092-0140</td>
<td>non paying</td>
<td>Giddene, Muriel R</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>L092-0198</td>
<td>non-paying</td>
<td>Causey, W. Jack</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>L092-0212</td>
<td>non-paying</td>
<td>Board of Education</td>
<td></td>
</tr>
</tbody>
</table>

Total Acres: 44.06
Total Parcels: 8.00
Authorization petitions have been received for the parcels that are highlighted in green.

### Parcel Set #4

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>1.091-0051</td>
<td>0.15</td>
<td>DDK/O Heatherwood Crossing LLC</td>
<td>Wooded, Field</td>
</tr>
<tr>
<td>39</td>
<td>1.091-0113</td>
<td>0.28</td>
<td>Judd Roberts LLC</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>40</td>
<td>1.092-0185</td>
<td>2.77</td>
<td>Metro Corral Partners</td>
<td>Golden Corral</td>
</tr>
<tr>
<td>41</td>
<td>1.084-0160</td>
<td>3.30</td>
<td>DDK/O Heatherwood Crossing LLC</td>
<td>Davd's Frnd's Shopping Center</td>
</tr>
<tr>
<td>42</td>
<td>1.084-0159</td>
<td>2.40</td>
<td>Holm Real Estate</td>
<td>Ryan's</td>
</tr>
<tr>
<td>43</td>
<td>1.084-0158</td>
<td>0.88</td>
<td>Graham Crackas Inc.</td>
<td>Zaxby's</td>
</tr>
<tr>
<td>44</td>
<td>1.084-0157</td>
<td>1.44</td>
<td>Fink Family Limited</td>
<td>Sonny's</td>
</tr>
<tr>
<td>45</td>
<td>1.084-0155</td>
<td>5.21</td>
<td>Price Tag Realty</td>
<td>Best Buy</td>
</tr>
<tr>
<td>46</td>
<td>M083-0235</td>
<td>7.64</td>
<td>Chajobico Inc.</td>
<td>US Personnel Management Office</td>
</tr>
<tr>
<td>47</td>
<td>M083-0243</td>
<td>0.17</td>
<td>Lee-Cabaret Investment LLC</td>
<td>The River</td>
</tr>
<tr>
<td>48</td>
<td>M083-0237</td>
<td>0.75</td>
<td>State Bank &amp; Trust Company</td>
<td>Bank</td>
</tr>
<tr>
<td>49</td>
<td>M083-0182</td>
<td>21.38</td>
<td>Sam's Real Estate Business</td>
<td>Sam's</td>
</tr>
</tbody>
</table>

- **Total Acres:** 45.74
- **Total Parcels:** 12.00
Authorization petitions have been received for the parcels that are highlighted in green.

### Parcel Set #5

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>L084-3162</td>
<td>9.41</td>
<td>Target Corp</td>
<td>Target</td>
</tr>
<tr>
<td>51</td>
<td>L084-3163</td>
<td>21.06</td>
<td>DDR TC, Eisenhower Crossing</td>
<td>Pecan Grove</td>
</tr>
<tr>
<td>52</td>
<td>L084-3170</td>
<td>3.22</td>
<td>DDR TC, Eisenhower Crossing</td>
<td>RadioShack</td>
</tr>
<tr>
<td>53</td>
<td>L084-3164</td>
<td>1.37</td>
<td>P.H. Groups LLC</td>
<td>McAlister's strip</td>
</tr>
<tr>
<td>54</td>
<td>L084-3165</td>
<td>1.67</td>
<td>DDR, Southeast Motors</td>
<td>Per-Smart, Biggins, Homesource</td>
</tr>
<tr>
<td>55</td>
<td>L084-3172</td>
<td>6.96</td>
<td>SS Billy Williamson Dr</td>
<td>Commercial Strip</td>
</tr>
<tr>
<td>56</td>
<td>L084-3173</td>
<td>12.27</td>
<td>I.D. Develop of Maryland</td>
<td>Home Depot</td>
</tr>
<tr>
<td>57</td>
<td>L084-3174</td>
<td>1.33</td>
<td>Eisenhower Crossing PTE</td>
<td>Starbucks, Verizon</td>
</tr>
<tr>
<td>58</td>
<td>M083-0159</td>
<td>8.94</td>
<td>4477 log Cabin LLC</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>59</td>
<td>M083-0015</td>
<td>2.45</td>
<td>Aldi Inc.</td>
<td>Aldi</td>
</tr>
<tr>
<td>60</td>
<td>M083-0285</td>
<td>0.08</td>
<td>DDR TC, Eisenhower Crossing</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>M083-0283</td>
<td>1.12</td>
<td>Global Commerce Bank</td>
<td>Car Wash</td>
</tr>
<tr>
<td>62</td>
<td>M083-0284</td>
<td>0.81</td>
<td>Sofran Bibb LP &amp; Tamjo</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>L084-3167</td>
<td>4.48</td>
<td>DDR TC, Eisenhower Crossing</td>
<td>Kroger</td>
</tr>
<tr>
<td>64</td>
<td>L084-3153</td>
<td>0.48</td>
<td>Robins Federal Credit Union</td>
<td>Bank</td>
</tr>
<tr>
<td>65</td>
<td>L084-3168</td>
<td>9.34</td>
<td>DDR TC, Eisenhower Crossing</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>L084-3169</td>
<td>5.77</td>
<td>DDR TC, Eisenhower Crossing</td>
<td>Michael &amp; Rosette</td>
</tr>
</tbody>
</table>

**Total Acres:** 87.26  
**Total Parcels:** 17.00
Authorization petitions have been received for the parcels that are highlighted in green.

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>M083-0233</td>
<td>1.98</td>
<td>4698 Log Cabin LLC</td>
<td>Aaron's</td>
</tr>
<tr>
<td>68</td>
<td>M084-0200</td>
<td>0.01</td>
<td>Khusaba Inv. LLC</td>
<td>Topline Tax</td>
</tr>
<tr>
<td>69</td>
<td>M084-0202</td>
<td>1.65</td>
<td>Smith &amp; Sons Foods Inc.</td>
<td>S&amp;S Cafeteria</td>
</tr>
<tr>
<td>70</td>
<td>M084-0203</td>
<td>0.89</td>
<td>Bhava Inc.</td>
<td>Fresh Cleaners</td>
</tr>
<tr>
<td>71</td>
<td>M084-0104</td>
<td>8.40</td>
<td>South Wholesale Investments</td>
<td>Shopping Center CVS</td>
</tr>
<tr>
<td>72</td>
<td>M083-0247</td>
<td>3.75</td>
<td>South Wholesale Investments</td>
<td>Shopping Center</td>
</tr>
<tr>
<td>73</td>
<td>M083-0252</td>
<td>1.03</td>
<td>Beagle Family Invests LLP</td>
<td>Southland</td>
</tr>
<tr>
<td>74</td>
<td>M083-0248</td>
<td>0.88</td>
<td>Todd &amp; Janice Erzgebbrons</td>
<td>Dairy Queen</td>
</tr>
<tr>
<td>75</td>
<td>M083-0238</td>
<td>1.37</td>
<td>American Pride Bank</td>
<td>Bank</td>
</tr>
<tr>
<td>76</td>
<td>M083-0241</td>
<td>non-paying</td>
<td>MACON BIBB CO HOSPITAL AUTH</td>
<td>Medical Building</td>
</tr>
<tr>
<td>77</td>
<td>M083-0232</td>
<td>non-paying</td>
<td>WOODCREEK APARTMENTS LLC</td>
<td>Apartments</td>
</tr>
</tbody>
</table>

**Total Acres:** 22.87  
**Total Parcels:** 9.00
Authorization petitions have been received for the parcels that are highlighted in green.

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>78</td>
<td>M084-0015</td>
<td>8.55</td>
<td>Summit Macon Equity</td>
<td>Big Lots, Hancock Fabrics</td>
</tr>
<tr>
<td>79</td>
<td>M084-0266</td>
<td></td>
<td>Summit Macon Equity</td>
<td>Shopping Center Parking</td>
</tr>
<tr>
<td>80</td>
<td>M084-0265</td>
<td></td>
<td>Summit Macon Equity</td>
<td>Shopping Center Parking</td>
</tr>
<tr>
<td>81</td>
<td>M084-0216</td>
<td>0.78</td>
<td>B-K Columbus</td>
<td>Burger King</td>
</tr>
<tr>
<td>82</td>
<td>M084-0211</td>
<td>0.49</td>
<td>Rasor Holdings LLC</td>
<td>KFC</td>
</tr>
<tr>
<td>83</td>
<td>M084-0214</td>
<td>0.69</td>
<td>BSF Retail &amp; Commercial Operations</td>
<td>ExpertTire</td>
</tr>
<tr>
<td>84</td>
<td>M084-0128</td>
<td>1.00</td>
<td>Nations Bank National Association</td>
<td>Bank of America</td>
</tr>
<tr>
<td>85</td>
<td>M084-0208</td>
<td>0.61</td>
<td>Evans Realty Investments LLC</td>
<td>Krystal</td>
</tr>
<tr>
<td>86</td>
<td>M084-0107</td>
<td>0.18</td>
<td>Susan Bohler</td>
<td>Batteries Plus</td>
</tr>
<tr>
<td>87</td>
<td>M084-0217</td>
<td>0.44</td>
<td>Paul &amp; April Willis</td>
<td>Optician</td>
</tr>
<tr>
<td>88</td>
<td>M084-0106</td>
<td></td>
<td>Macon Bibb Co Hospital</td>
<td>Optician</td>
</tr>
</tbody>
</table>

Total Acres: 12.74
Total Parcels: 10.00
Authorization petitions have been received for the parcels that are highlighted in green.

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>M082-0092</td>
<td>9.425</td>
<td>HSG Macon Mall LLC</td>
<td>Mall</td>
</tr>
<tr>
<td>91</td>
<td>M084-0203</td>
<td>15.49</td>
<td>Macon Mall II LLC</td>
<td>Sears Auto Center</td>
</tr>
<tr>
<td>92</td>
<td>N083-0125</td>
<td>9.87</td>
<td>Macon Mall III LLC</td>
<td>Belt</td>
</tr>
<tr>
<td>93</td>
<td>N083-0126</td>
<td>10.48</td>
<td>Rich's Department Store Inc.</td>
<td>Macy's</td>
</tr>
<tr>
<td>94</td>
<td>N083-0146</td>
<td>8.95</td>
<td>HSG Macon Mall LLC</td>
<td>Outparcel</td>
</tr>
<tr>
<td>95</td>
<td>N083-0104</td>
<td>0.60</td>
<td>HSG Macon Mall LLC</td>
<td>Land</td>
</tr>
</tbody>
</table>

Total Acres: 104.83  
Total Parcels: 7.00
Authorization petitions have been received for the parcels that are highlighted in green.

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Description/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>96</td>
<td>M084-0096</td>
<td>0.90</td>
<td>RTR Partners II LLC</td>
<td>Taco Bell</td>
</tr>
<tr>
<td>97</td>
<td>M084-0103</td>
<td>1.88</td>
<td>Georgia CVS Pharmacy LLC</td>
<td>CVS</td>
</tr>
<tr>
<td>98</td>
<td>M092-0168</td>
<td>0.84</td>
<td>Big B Drugs Inc.</td>
<td>Undeveloped</td>
</tr>
<tr>
<td>99</td>
<td>M084-0097</td>
<td>0.29</td>
<td>Spiegel Properties Inc.</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>M084-0268</td>
<td>3.25</td>
<td>3620 Parkway LLC</td>
<td>Former Circuit City</td>
</tr>
<tr>
<td>101</td>
<td>M084-0224</td>
<td>3.93</td>
<td>3620 Parkway LLC</td>
<td>Shopping Center</td>
</tr>
<tr>
<td>102</td>
<td>N083-0139</td>
<td></td>
<td>Central GA Tech College Foun</td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>N083-0128</td>
<td>4.79</td>
<td>Havery</td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>N083-0140</td>
<td>0.85</td>
<td>College AP Portfolio LLC</td>
<td>Havery</td>
</tr>
<tr>
<td>105</td>
<td>N091-0021</td>
<td></td>
<td>Central GA Tech College Foun</td>
<td>Goodwill</td>
</tr>
</tbody>
</table>

Total Acres: 19.76
Total Parcels: 8.00
## Macon-Bibb BID Calculation

### PARCEL SET #1

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Fair Market Value (FMV)</th>
<th>Description/Use</th>
<th>Assessed Totaling 6.5% Interest</th>
<th>Percent of Total Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LD91-0058</td>
<td>104</td>
<td>Boggan Inc</td>
<td>$47,125.00</td>
<td>Shell Cap</td>
<td>$2,744.76</td>
<td>5.85%</td>
</tr>
<tr>
<td>2</td>
<td>LD91-0114</td>
<td>141</td>
<td>Blue Ridge Hotel Investment</td>
<td>$42,903.00</td>
<td>Shell &amp; Motor</td>
<td>$2,771.56</td>
<td>5.86%</td>
</tr>
<tr>
<td>3</td>
<td>LD91-0055</td>
<td>150</td>
<td>Country Roads Development</td>
<td>$1,045,805.00</td>
<td>Resort</td>
<td>$67,170.31</td>
<td>13.79%</td>
</tr>
<tr>
<td>4</td>
<td>LD91-0072</td>
<td>145</td>
<td>Clearwell Corp</td>
<td>$401,158.00</td>
<td>Zoning</td>
<td>$25,642.45</td>
<td>5.25%</td>
</tr>
<tr>
<td>5</td>
<td>LD91-0078</td>
<td>175</td>
<td>MAJA Enterprises, LLC</td>
<td>$2,231,728.00</td>
<td>Data Int</td>
<td>$109,089.42</td>
<td>22.66%</td>
</tr>
<tr>
<td>6</td>
<td>LD91-0085</td>
<td>205</td>
<td>Dana &amp; Howard, Inc.</td>
<td>$416,794.00</td>
<td>Port Int</td>
<td>$13,112.55</td>
<td>0.27%</td>
</tr>
</tbody>
</table>

### PARCEL SET #2

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Fair Market Value (FMV)</th>
<th>Description/Use</th>
<th>Assessed Totaling 6.5% Interest</th>
<th>Percent of Total Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>LD91-0051</td>
<td>201</td>
<td>Macon Valley Convenience LLC</td>
<td>$1,088,723.00</td>
<td>Convenience</td>
<td>$70,506.66</td>
<td>14.36%</td>
</tr>
<tr>
<td>14</td>
<td>LD91-0062</td>
<td>247</td>
<td>Southern Hospitality Inc.</td>
<td>$588,072.00</td>
<td>Village Hotel</td>
<td>$38,644.88</td>
<td>7.88%</td>
</tr>
<tr>
<td>15</td>
<td>LD91-0066</td>
<td>415</td>
<td>Legacy Homes Group LLC</td>
<td>$1,794,911.00</td>
<td>Hotel</td>
<td>$119,332.63</td>
<td>24.04%</td>
</tr>
<tr>
<td>17</td>
<td>LD91-0055</td>
<td>215</td>
<td>Long Inc &amp; Associates</td>
<td>$1,084,799.00</td>
<td>Travelodge</td>
<td>$61,563.50</td>
<td>12.46%</td>
</tr>
<tr>
<td>21</td>
<td>LD91-0065</td>
<td>215</td>
<td>G&amp;G Services Inc</td>
<td>$344,390.00</td>
<td>Hampton Inn</td>
<td>$21,693.99</td>
<td>4.45%</td>
</tr>
</tbody>
</table>

### PARCEL SET #3

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Fair Market Value (FMV)</th>
<th>Description/Use</th>
<th>Assessed Totaling 6.5% Interest</th>
<th>Percent of Total Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>LD91-0057</td>
<td>272</td>
<td>Shula Inc.</td>
<td>$1,010,759.00</td>
<td>Woodway Inn</td>
<td>$64,769.67</td>
<td>13.78%</td>
</tr>
<tr>
<td>25</td>
<td>LD91-0041</td>
<td>215</td>
<td>Shula Inc.</td>
<td>$1,041,759.00</td>
<td>Woodway Inn</td>
<td>$64,769.67</td>
<td>13.78%</td>
</tr>
</tbody>
</table>

### PARCEL SET #4

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Fair Market Value (FMV)</th>
<th>Description/Use</th>
<th>Assessed Totaling 6.5% Interest</th>
<th>Percent of Total Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>LD91-0051</td>
<td>215</td>
<td>DDKC Entertainment</td>
<td>$476,400.00</td>
<td>Wooded Land</td>
<td>$27,402.00</td>
<td>5.6%</td>
</tr>
<tr>
<td>40</td>
<td>LD91-0013</td>
<td>145</td>
<td>Field Publishing Co. Inc</td>
<td>$764,010.00</td>
<td>Wooded Land</td>
<td>$45,841.00</td>
<td>9.54%</td>
</tr>
<tr>
<td>41</td>
<td>LD91-0007</td>
<td>130</td>
<td>DDKC Entertainment</td>
<td>$796,088.00</td>
<td>Dogwood</td>
<td>$49,670.08</td>
<td>10.04%</td>
</tr>
<tr>
<td>42</td>
<td>LD91-0007</td>
<td>275</td>
<td>DDKC Entertainment</td>
<td>$796,088.00</td>
<td>Wooded Land</td>
<td>$49,670.08</td>
<td>10.04%</td>
</tr>
</tbody>
</table>
# Macon-Bibb BID Calculation

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Area</th>
<th>Owner Name</th>
<th>Fair Market Value (FMV)</th>
<th>Description/Land</th>
<th>Amount Decreasing 5.0% Decrease</th>
<th>Percent of Total Assessment Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>M83-0237</td>
<td>0.73</td>
<td></td>
<td>$266,130.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>M83-0160</td>
<td>0.92</td>
<td></td>
<td>$132,660.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>M83-0170</td>
<td>0.02</td>
<td></td>
<td>$297,260.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>M83-0172</td>
<td>0.24</td>
<td></td>
<td>$1,065,821.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>M83-0166</td>
<td>0.42</td>
<td></td>
<td>$982,587.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>M83-0159</td>
<td>0.59</td>
<td></td>
<td>$1,352,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>M83-0285</td>
<td>0.01</td>
<td></td>
<td>$120,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>M83-0167</td>
<td>0.24</td>
<td></td>
<td>$524,210.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>M83-0158</td>
<td>0.13</td>
<td></td>
<td>$91,029.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>M83-0169</td>
<td>0.29</td>
<td></td>
<td>$208,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PARCEL SET #5**

**PARCEL SET #6**

**PARCEL SET #7**

**PARCEL SET #8**
Macon-Bibb BID Calculation

<table>
<thead>
<tr>
<th>Label</th>
<th>Parcel #</th>
<th>Acres</th>
<th>Owner Name</th>
<th>Fair Market Value (FMV)</th>
<th>Description/Use</th>
<th>Amount Equalization</th>
<th>FMV Increase</th>
<th>Percent of Total Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>#9</td>
<td>00084-0097</td>
<td>1.29</td>
<td>General Properties</td>
<td>$84,195,435.06</td>
<td>977580.00</td>
<td>$274.76</td>
<td>0.03%</td>
<td></td>
</tr>
<tr>
<td>#199</td>
<td>00084-0209</td>
<td>0.33</td>
<td>Lake Properties</td>
<td>3620 Parkway LLC</td>
<td>$2,275,300.00</td>
<td>977580.00</td>
<td>257.22</td>
<td>0.15%</td>
</tr>
<tr>
<td>#291</td>
<td>00084-0223</td>
<td>0.57</td>
<td>Hospital Properties</td>
<td>3620 Parkway LLC</td>
<td>$7,766,000.00</td>
<td>977580.00</td>
<td>796.36</td>
<td>0.45%</td>
</tr>
<tr>
<td>#183</td>
<td>0083-0128</td>
<td>4.79</td>
<td>Haxley C/O Marvin Poe</td>
<td>$2,975,500.00</td>
<td>977580.00</td>
<td>265.77</td>
<td>0.49%</td>
<td></td>
</tr>
<tr>
<td>#184</td>
<td>0083-0110</td>
<td>0.85</td>
<td>Cole At Properties LLC</td>
<td>977580.00</td>
<td>977580.00</td>
<td>146.45</td>
<td>0.44%</td>
<td></td>
</tr>
</tbody>
</table>

FMV Reqd: $84,195,435.06
Total Tax Increase $168,390.87
Percent of FMV Reqd: 51.02%

Percent of Total BID Parcels: 46.24%
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE IN LIEU OF RENT AGREEMENT BETWEEN MACON-BIBB COUNTY, GEORGIA AND THE GEORGIA DEPARTMENT OF HUMAN SERVICES FOR $1,247,145.00 FOR OFFICE SPACE LOCATED AT 456 OGLETHORPE STREET, MACON, GEORGIA, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, the Division of Family and Children Services of the Georgia Department of Human Services is housed as 456 Oglethorpe Street, Macon-Bibb County Georgia, in office space owned by Macon-Bibb County; and

WHEREAS, the Georgia Department of Human Services wishes to participate in costs incurred by Macon-Bibb County in providing office space for the Division of Family and Children Services;

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 maintenance in lieu of rent agreement between Macon-Bibb County, Georgia and the Georgia Department of Human Services for one million two hundred forty-seven thousand one hundred forty-five dollars ($1,247,145.00) for office space located at 456 Oglethorpe Street, Macon-Bibb County, Georgia, in substantially the same form as attached hereto as Exhibit “A”. This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ____________, 2015.

By: ____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ____________________________
    JEAN S. HOWARD, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE FOUR (4) CONTRACT AMENDMENTS ON BEHALF OF THE MACON-BIBB COUNTY CORONER’S OFFICE TO INCREASE THE FEE CHARGED BY FUNERAL HOMES FOR THE TRANSPORTATION OF CADAVERS FROM $150 TO $200; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Coroner’s office is a twenty-four (24) hour a day, (7) seven day a week operation which investigates and determines cause and manner of death; and

WHEREAS, the Coroner’s office is charged by Georgia law to determine the cause and manner of death by an extensive independent investigation which may include a post-mortem examination performed by a Board Certified Forensic Pathologist;

WHEREAS, the Coroner’s Office currently has four (4) contracts with local funeral homes for the transportation of cadavers when necessary, with said funeral homes/transportation services, with said entities being Bentley & Sons Funeral Home, Glover Memorial Mortuary, Bentley-Montford Mortuary, and OnTime Medical Transportation; and

WHEREAS, each current contract stipulates that the Coroner’s Office shall incur a one hundred and fifty ($150.00) transportation fee for the transit of a cadaver; and

WHEREAS, Macon-Bibb County Coroner Leon Jones has requested that this fee be increased by fifty dollars ($50.00); and

WHEREAS, as such, the contracts with each aforementioned entity will be amended to reflect that the transportation fee will be increased from one hundred and fifty dollars ($150.00) to two hundred dollars ($200.00); and

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

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to execute any documents necessary and to take all further actions necessary to execute contract amendments on behalf of the Macon-Bibb County Coroner’s Office with Bentley & Sons Funeral Home, Glover Memorial Mortuary, Bentley-Montford Mortuary, and
OnTime Medical Transportation to effectuate an increase in the transportation fee referenced in each contract from one hundred and fifty dollars ($150.00) to two hundred dollars ($200.00), in a form to be drafted and approved by the Macon-Bibb County Attorney's Office.

APPROVED AND ADOPTED this ____ day of ________________, 2015.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: ____________________________

JEAN S. HOWARD, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT MODIFICATION IN THE AMOUNT OF $129,750.00 WITH CUNNINGHAM AND ROWLAND LLC FOR LANDSCAPE DESIGN AND STREET LIGET DESIGN SERVICES REGARDING ADDITIONAL WORK TO BE PERFORMED ON THE JEFFERSONVILLE ROAD PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County is currently in the process of repairing and making improvements to Jeffersonville Road and has entered into contracts for such work with Cunningham and Rowland LLC; and

WHEREAS, Project 5240-06 is a contract currently in place regarding the portion of Jeffersonville Road extending from Emery Highway to the Walnut Creek Bridge; and

WHEREAS, the original contract amount for Project 5240-06 was two hundred fifty-four thousand two hundred four dollars and three cents ($254,204.03); and

WHEREAS, additional street light design and landscape design for this portion of Jeffersonville Road has been identified and a contract modification is needed in the amount fifty-one thousand five hundred dollars ($51,500.00) in order to perform this additional work; and

WHEREAS, Project 5240-54A is a contract currently in place regarding the portion of Jeffersonville Road extending from Walnut Creek Bridge to Recreation Road and on Millerfield Road from Jeffersonville Road to Bristol Drive; and

WHEREAS, the original contract amount for Project 5240-06 was three hundred eighty-nine thousand one hundred eleven dollars and twenty-five cents ($389,111.25); and

WHEREAS, additional street light design and landscape design for this portion of Jeffersonville Road has been identified and a contract modification is needed in the amount seventy-eight thousand two hundred and fifty dollars ($78,250.00) in order to perform this additional work; and

WHEREAS, the combined total cost of the contract modifications needed to complete the Jeffersonville Road projects is one hundred twenty-nine thousand seven hundred fifty dollars ($129,750.00); and

WHEREAS, the funds for this additional work will be paid for using a combination of City of Macon SPLOST funds and LMIG funds; and

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

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to execute any documents necessary and to take all further actions necessary to execute a contract modification with Cunningham and Rowland LLC in the amount of one hundred twenty-nine thousand seven hundred fifty dollars ($129,750.00) for additional street light design work and additional landscape design work to be conducted regarding Project 5240-06 and Project 5240-54A in accordance with the Jeffersonville Road Project.

APPROVED AND ADOPTED this _____ day of ______________, 2015.

By: ________________________________
ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
JEAN S. HOWARD, Clerk of Commission

(SEAL)
Contract Modification #1
Project No. 5240-06 and 54A Jeffersonville Road (Fee Proposal for Lighting and Landscape Design)

The contract is modified to include the following additional items of work.

1. Project No. 5240-06: Design street lighting and landscaping on Jeffersonville Road from Emery Highway to the Walnut Creek Bridge.
   Street Light Design .......... 40,250
   Landscape Design .......... 11,250
   
   **Amount:** $51,500

2. Project No. 5240-54A: Design street lighting and landscaping on Jeffersonville Road from the Walnut Creek Bridge to Recreation Road and on Millerfield Road from Jeffersonville Road to Bristol Drive.
   Street Light Design .......... 63,250
   Landscape Design .......... 15,000
   
   **Amount:** $78,250

**Total Amount Contract Modification #1:** $129,750.00

On Behalf of Macon-Bibb County

By: ___________________________ Date: ________________
    Robert A. B. Reichert, Mayor

Attest: ___________________________ Date: ________________
        Jean S. Howard, Clerk of Commission

On Behalf of Cunningham and Rowland, LLC

By: ___________________________ Date: ________________
    Signature of Steven A. Rowland, P.E.

Attest: On this __________ day of ______________, 2015, before me personally appeared Steven A. Rowland, 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
<table>
<thead>
<tr>
<th>ADDITIONAL SCOPE ITEM</th>
<th>PROPOSED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIGHTING DESIGN PER THE ATTACHED S.O.W.</td>
<td>$ 40,250</td>
</tr>
<tr>
<td>LANDSCAPING DESIGN PER THE ATTACHED S.O.W.</td>
<td>$ 11,250</td>
</tr>
<tr>
<td></td>
<td>$ 51,500</td>
</tr>
<tr>
<td>ADDITIONAL SCOPE ITEM</td>
<td>PROPOSED FEE</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>LIGHTING DESIGN PER THE ATTACHED S.O.W.</td>
<td>$ 63,250</td>
</tr>
<tr>
<td>LANDSCAPING DESIGN PER THE ATTACHED S.O.W.</td>
<td>$ 15,000</td>
</tr>
<tr>
<td></td>
<td>$ 78,250</td>
</tr>
</tbody>
</table>
Scope of Work – Lighting Design

The Consultant shall provide preliminary lighting plans, photometrics, cost estimates, and final lighting plans for:
- PI 342080 - Jeffersonville Rd from west of Walnut Creek to east of Recreation Dr and Millfield Rd from Jeffersonville Rd to north of Bristol Rd
- PI 351090 - Jeffersonville Rd from Emery Hwy to west of Walnut Creek

All work shall be done in accordance with GDOT policies and procedures, which includes Chapter 14 of the GDOT Design Policy Manual. Additionally, designs for the completed lighting systems shall comply with Illuminating Engineering Society (IES), American Association of State Highway and Transportation Officials (AASHTO) and applicable GDOT lighting guidelines.

Specifically, the design shall be done in accordance with the recommendations set forth within IES RP-8-14 and must be approved by GDOT. The SOW shall include plans for full roadway lighting throughout most of the design area, which includes lighting along sidewalks and multi-use paths which run concurrently throughout much of the design area. The entire lighting system shall be designed using LED fixtures.

The Consultant shall coordinate design with:
- GDOT departments, local counties, local cities and/or local power companies
- The agencies responsible for operation, energy and maintenance of the lighting system to determine the preferred fixtures, poles types, mounting locations, lighting technology, etc.
- Local power utilities to identify the best external power source location(s) for the lighting and indicate the location(s) on the plans.
- All known existing and proposed utility conflicts

Consultant shall assist during the design to:
- Ensure all pole locations are outside of the future clear zone, if possible.
- Evaluate existing and proposed guardrail locations in order to protect pole locations.
- Evaluate the proximity of adjacent and / or nearby residential or other areas that may be sensitive to light trespass.
- Identify the need for additional right-of-way (ROW) for light poles.

Consultant Deliverables:

Photometric Submittal Consisting of:
- Luminaire manufacturer’s specifications including the manufacturer, model number and cut sheet for each proposed luminaire included in the proposed design, including three (3) luminaries from three (3) separate manufacturers for each luminaire location.
Photometric layout in hardcopy, MicroStation .dgn and Adobe .pdf format a
photometric layout including:

1) Road classification.
2) Pedestrian conflict area category.
3) Roadway surface classification.
4) Minimum maintained average footcandle level.
5) Uniformity Ratio Average/Minimum
6) Vertical Illumination at all crosswalks or pedestrian conflict areas
7) Average Roadway Luminance
8) Veiling Luminance Ratios along roadways

Final Lighting Submittal to be incorporated into the master plan set consisting of:

- Pole data and legend sheet(s) which includes:
  1) Circuit number.
  2) Roadway station and offset.
  3) Luminaire wattage and type.
  4) Mounting height.
  5) Mounting arrangement.
     - Summary of Quantities
     - Plan sheets, foundation design sheet(s).
     - Footing designs and details for roadway light poles.
     - Plan sheets or layout sheet at same scale as the Department’s proposed roadway
       plans
     - Detail sheets, summary of quantities and detailed estimate.
     - All electronic files, including all MicroStation .dgn files for plan sheets.
     - Special Provisions in Microsoft Word (.docx) format.
     - Construction Cost Estimate in Microsoft Excel (.xlsx) format
     - Calculate electrical service loads and prepare wiring schematics, including voltage
       drop calculations.
     - Special details, if required.
     - Reference to all applicable Georgia Standards and Construction Details.
     - Signed final plan sheets, in Adobe .pdf format.

Available Information:

The Prime Consultant shall provide the following upon request:
- Paper prints of as-built drawings for existing roadway and lighting systems, if
  necessary.
- In progress project construction plans from all work disciplines.
- Updated electronic MicroStation .dgn drawing files.
- Contact information for any conflicts which may arise.

Work Schedule:

The Consultant must complete all work between the date of the notice to proceed and the
completion date of August 30, 2015. In no instance shall any work be authorized beyond the
completion date specified unless specifically authorized.
### PI342080 - Jeffersonville & Millerfield - Proj. S41

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>681-4356</td>
<td>LIGHTING STD, 35 FT MH, 15 FT ARM</td>
<td>102</td>
<td>$4,000</td>
<td>$408,000</td>
</tr>
<tr>
<td>681-6318</td>
<td>LUMINAIRE, TP 3, 150W LED</td>
<td>102</td>
<td>$1,000</td>
<td>$102,000</td>
</tr>
<tr>
<td>682-3468</td>
<td>MULT COND CABLE, TP RHV, 2-#5-1-#8</td>
<td>5500</td>
<td>$23</td>
<td>$126,250</td>
</tr>
<tr>
<td>682-1408</td>
<td>CABLE, TP XH-HV, AWG NO 2</td>
<td>100</td>
<td>$10</td>
<td>$984</td>
</tr>
<tr>
<td>682-6222</td>
<td>CONDUIT, NONMETL, TP 2, 2 IN</td>
<td>95</td>
<td>$23</td>
<td>$2,181</td>
</tr>
<tr>
<td>682-9000</td>
<td>MAIN SERVICE PICK UP POINT</td>
<td>1</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>682-9021</td>
<td>ELECTRICAL JUNCTION BOX, CONC MOUNTED</td>
<td>20</td>
<td>$1,500</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

10% Contingency: $67,945

TOTAL: $747,390

### PI351090 - Jeffersonville - Proj. 6

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>681-4356</td>
<td>LIGHTING STD, 35 FT MH, 15 FT ARM</td>
<td>40</td>
<td>$4,000</td>
<td>$160,000</td>
</tr>
<tr>
<td>681-6318</td>
<td>LUMINAIRE, TP 3, 150W LED</td>
<td>40</td>
<td>$1,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>682-3468</td>
<td>MULT COND CABLE, TP RHV, 2-#5-1-#8</td>
<td>2180</td>
<td>$23</td>
<td>$50,053</td>
</tr>
<tr>
<td>682-1408</td>
<td>CABLE, TP XH-HV, AWG NO 2</td>
<td>100</td>
<td>$10</td>
<td>$984</td>
</tr>
<tr>
<td>682-6222</td>
<td>CONDUIT, NONMETL, TP 2, 2 IN</td>
<td>95</td>
<td>$23</td>
<td>$2,181</td>
</tr>
<tr>
<td>682-9000</td>
<td>MAIN SERVICE PICK UP POINT</td>
<td>1</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>682-9021</td>
<td>ELECTRICAL JUNCTION BOX, CONC MOUNTED</td>
<td>18</td>
<td>$1,500</td>
<td>$27,000</td>
</tr>
</tbody>
</table>

10% Contingency: $29,022

TOTAL: $319,240

Total for both: $1,066,630
Scope of Work – Landscaping Design

The Landscape Architect shall provide preliminary landscape plans, cost estimates, and final landscape plans for:
- PI 342080 - Jeffersonville Rd from west of Walnut Creek to east of Recreation Dr and Millerfield Rd from Jeffersonville Rd to north of Bristol Rd
- PI351090 - Jeffersonville Rd from Emery Hwy to west of Walnut Creek

All work shall be done in accordance with GDOT policies and procedures, including design requirements included in the GDOT Design Policy Manual (5/11/15). The design process will follow the guidelines established in the Plan Development Process Manual (3/30/15) for landscape approval. All plant species used for this design shall be listed on the GDOT approved plant list.

The Landscape Architect shall – per the Plan Development Process:
- Arrange a preliminary meeting with the office of Maintenance, Landscape Architecture (OMLA) to review schematic design.
- Prepare preliminary landscape plans for approvals by MaconBibb and OMLA. These plans must be approved by OMLA. These plans shall coordinate with utility locations, existing and proposed and lighting plans.
- Final landscape plans will be prepared after all approvals and shall include any changes in utilities or lighting design.

The Landscape Architect shall:
- Incorporate existing landscape plans prepared by GDOT on affected properties into the final design and quantity information for the projects.
- Coordinate the Maintenance Agreement between MaconBibb and GDOT. The landscape construction documents will not be included in the bid documents if the Maintenance Agreement is not finalized prior to the let of the project.

Landscape Architect Deliverables:
- Preliminary landscape plans with plant size and quantity information shall be prepared for review and approval. A preliminary cost estimate will be prepared with these documents.
- Final landscape plan with plant size and quantity shall be prepared. Cost estimate information will be revised as needed.
- GDOT standard planting details will be included in the final plan packages.
- All plans will be prepared on base sheets provided by the civil engineer.

Work Schedule:
- Once notice to proceed is issued, meeting will be scheduled.
- Preliminary Plans will take approximately 3 weeks to complete and approvals will be solicited.
- Preparation of Final Plans will begin after all changes to the utility plans, lighting plans and roadway plans have been revised. The Landscape Architect anticipates having all plans compete by August 14, 2015.
- Work on the Maintenance Agreement will begin during the preliminary meeting with OMLA and be completed as soon as possible. Knowing this agreement will require Commission Approval, work must begin to have complete by August 30, 2015.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND CHARTER APPENDIX III, MACON FIRE AND POLICE EMPLOYEES RETIREMENT SYSTEM (1969 GA. LAWS, PAGE 2801) OF THE CODE OF ORDINANCES, MACON-BIBB COUNTY, GEORGIA SO AS TO ALLOW THE FIRE DEPARTMENT OR LAW ENFORCEMENT REPRESENTATIVE OF THE RETIREMENT BOARD OF TRUSTEES TO BE EITHER ACTIVE OR RETIRED RATHER THAN HAVING IT ALTERNATE BETWEEN AN ACTIVE OR RETIRED MEMBER EVERY OTHER TERM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Georgia law specifically authorizes local municipalities to amend the provisions of their public retirement systems pursuant to authority granted under the Georgia Public retirement Systems Standards Act, O.C.G.A. Sec. 47-20-1 et seq. and the Municipal Homes Rule Act of 1965 (1965 GA. Laws, p. 298. et seq., as amended, O.C.G.A. Sec. 36-35-1 et. seq.); and

WHEREAS, on January 1, 2014, the City of Macon and Bibb County consolidated to form Macon-Bibb County and the Macon Fire and Police Employees Retirement System (1969 Ga. Laws, page 2801) was closed to new members which creates the need to allow the fire department or law enforcement representative of the Retirement Board of Trustees to be either active or retired rather than having it alternate between an active or retired member every other term; and

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

Section 1.

Amend Article VII ("Retirement Board of Trustees"), Section I of Appendix III of the Charter of Macon-Bibb County entitled “Appointment and term of office” by altering the language to read as follows:

The Board shall consist of five (5) members chosen as follows:

A. Two (2) Commissioners appointed by the Mayor;
B. One (1) active or retired representative from either the former City of Macon Police Department or the Bibb County Sheriff’s Department who participates in the Plan, chosen by a majority vote of the Plan participants from either the former City of Macon Police Department or the Bibb County Sheriff’s Department both active and retired;
C. One (1) active or retired representative from the Macon-Bibb County Fire Department who participates in the Plan, chosen by a majority vote of the Plan
D. A private resident of Macon-Bibb County (who is knowledgeable in investment finance), to be selected by the above-mentioned four.

The terms of office of the Board members shall each be for a term of two (2) years and until a successor has been selected. The Macon-Bibb County attorney shall serve as legal counsel for and advisor to the Board. The Macon-Bibb County Human Resources Director shall be responsible for conducting the votes of the Plan participants in selecting the law enforcement and firefighter representatives in a manner approved by the Board of Trustees. If the private resident position of the remains vacant for more than (60) days, then, the Mayor shall be authorized to appoint an interim private resident member, subject to confirmation by a majority vote of the Macon-Bibb County Commission.

The individual members of the Board serving on June 1, 2015, shall continue to serve for their respective terms and until a successor has been selected, unless said member ceases to meet the eligibility requirements set out above, in which case the member shall serve until a successor has been selected.

Section 2.

In accordance with the Municipal Home Rule Act of 1965 (1965, Ga. Laws, p. 298, et seq., as amended, O.C.G.A. Sec. 36-35-1, et seq.), it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Charter of Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 3.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 5.

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

First Passage of Charter Amendment

APPROVED AND ADOPTED this ___ day of ________________, 2015.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________
JEAN S. HOWARD, CLERK OF COMMISSION

Second Passage of Charter Amendment

APPROVED AND ADOPTED this ___ day of ________________, 2015.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________
JEAN S. HOWARD, CLERK OF COMMISSION
ATTACHMENT 5.A

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE STATE OF GEORGIA ACCOUNTABILITY COURTS FUNDING GRANT AWARDED TO THE MACON JUDICIAL CIRCUIT VETERANS COURT IN THE AMOUNT OF $109,928 WITH A STATE SHARE OF $98,935 AND BIBB COUNTY ADULT DRUG COURT DATE FUNDS MATCH OF $10,993 FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL; AND FOR OTHER PURPOSES.

WHEREAS, the Accountability Court Award is funded by the Accountability Court Grant and provides funding to the Macon Judicial Circuit Veterans Court; and

WHEREAS, the Macon Judicial Circuit Veterans Court has been awarded in the amount of $109,928 with a State Share of $98,935 and a Bibb County Adult Drug Court DATE Funds Match of $10,993; and

WHEREAS, the grant funds associated with the Accountability Court Award may be used to fund the Full-Time Program Coordinator's salary and benefits, 2 Part-Time Surveillance Officer salaries, supplies, treatment services, medication, and housing assistance for the Macon Judicial Circuit Veterans Court; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Accountability Courts Grant in the total amount of $109,928 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate acceptance of the said grant.

SO RESOLVED this _____ day of ______________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION
ATTACHMENT 5.B

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE STATE OF GEORGIA ACCOUNTABILITY COURTS FUNDING GRANT AWARD IN THE AMOUNT OF $117,003 WITH A STATE SHARE OF $105,303 AND PROGRAM COORDINATOR’S SALARY MATCH OF $11,700 FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL AWARDED TO THE MACON JUDICIAL CIRCUIT ADULT DRUG COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Accountability Court Award is funded by the Accountability Court Grant and provides funding to the Macon Judicial Circuit Adult Drug Court; and

WHEREAS, the Macon Judicial Circuit Adult Drug Court has been awarded in the amount of $117,003 with a State Share of $105,303 and the Bibb County Adult Drug Court Program Coordinator’s Salary Match of $11,700; and

WHEREAS, the grant funds associated with the Accountability Court Award may be used to fund a Part-Time Case Manager salary, 2 Part-Time Surveillance Officer salaries, drug tests/supplies, and Drug Lab testing for the Macon Judicial Circuit Adult Drug Court; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Accountability Courts Grant in the total amount of $117,003 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate acceptance of the said grant.

SO RESOLVED this ___ day of ________________, 2015.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
JEAN S. HOWARD, CLERK OF COMMISSION
May 15, 2015

Honorable Howard Simms
Bibb County Drug Court
601 Mulberry Street, Suite 310
Macon, Georgia 31201

Dear Judge Simms:

Congratulations! I am pleased to notify you that the Accountability Court Funding Committee has awarded a grant to the Bibb County Drug Court in the amount of $105,303. This grant award is effective July 1, 2015 through June 30, 2016.

As you know, expanding and strengthening accountability courts in Georgia is not only one of my top initiatives as Governor, but also a very strong personal interest. I have seen firsthand the success stories that come out of courtrooms like yours. In most circumstances, programs made available through your accountability court are an individual’s last chance to reclaim their lives and remain crime free. By providing you with the resources you need and expanding these services throughout the state, we can improve public safety and positively changes lives in the process.

You will receive information from the Accountability Court Funding Committee and the Criminal Justice Coordinating Council regarding your award and other grant-related matters.

Thank you for your service to the State of Georgia.

Sincerely,

Nathan Deal

Nathan Deal
ACCOUNTABILITY COURT FUNDING COMMITTEE
AWARDED GRANT FUNDING
FY'16

COURT NAME: Bibb County Adult Drug Court
PRESIDING JUDGE: Howard Simms
TOTAL FY16 AWARD: 105,303
Match: 11,700
# of Participants: 64

<table>
<thead>
<tr>
<th>Budget Worksheet Category</th>
<th>Line Item Approvals</th>
<th>Category Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.(1) Personnel/Salaries &amp; Benefits</td>
<td>Surveillance 40,000</td>
<td>50,523</td>
</tr>
<tr>
<td>B. Contract Personnel</td>
<td>Case Manager 10,523</td>
<td></td>
</tr>
<tr>
<td>C. Drug Testing/Supplies</td>
<td>Oral Drug Tests 5,040</td>
<td>5,640</td>
</tr>
<tr>
<td></td>
<td>Gloves 600</td>
<td></td>
</tr>
<tr>
<td>D. Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. In State Travel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Other</td>
<td>Drug Lab testing 49,140</td>
<td>49,140</td>
</tr>
</tbody>
</table>

Total: 105,303

Match: Director

Special Condition:
*Must change policy to consider missed screens as positive.
*Committee concerned about graduation rate.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY TO ACCEPT A FLOOD MITIGATION ASSISTANCE AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $189,938.00 TO ACQUIRE AND DEMOLISH ONE FLOOD PRONE PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the FEMA Hazard Mitigation Grant Program helps communities implement hazard mitigation measures; and

WHEREAS, the Georgia Emergency Management Agency (GEMA) administers the Hazard Mitigation Grant Program; and

WHEREAS, the Flood Mitigation Assistance Award provides funds to reduce or eliminate claims made under the National Flood Insurance Program (NFIP); and

WHEREAS, the program aims to reduce the number of repetitive loss structures insured by NFIP; and

WHEREAS, the funds will be used to purchase and demolish the home located at 2670 Inwood Drive; and

WHEREAS, the total amount granted for the acquisition and demolition of the structure is $198,983.00;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Emergency Management Agency is authorized to accept the Federal Emergency Management Agency Flood Assistance Program Award in the amount of one hundred eighty nine thousand nine hundred eighty-three dollars and NO/100s ($198,983.00) in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this ___ day of ________________, 2015.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST: ________________________
JEAN S. HOWARD, CLERK OF COMMISSION

(SEAL)
FLOOD MITIGATION ASSISTANCE (FMA)
Grantee-Subgrantee Agreement

This document is the Grantee-Subgrantee Flood Mitigation Assistance Agreement authorized by Sections 1366 of the National Flood Insurance Act of 1968, (42 U.S.C. 4104c, the “NFIA,” or the Act”), as amended. Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Georgia Emergency Management Agency (GEBA). The individual designated to represent the State is Mr. Jim Butterworth, Governor’s Authorized Representative. The Subgrantee to this Agreement is Macon-Bibb County. The interests and responsibilities of the Subgrantee will be executed by Macon-Bibb County’s agent, the Subgrantee’s Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

   Exhibit "A": Application for Federal Assistance, GEMA Form 150
   Exhibit "B": Assurances-Construction Programs, Standard Form 424B
   Exhibit "C": Project Administration Guidelines: Financial Assistance, Flood Mitigation Assistance
   Exhibit "D": Certification regarding Debarment, Suspension, and Drug Free Workplace
   Exhibit "E": Certification for Contracts, Grants, Loans, and Cooperative Agreements
   Exhibit "F": Certification of Agreement to Test for Hazardous Materials
   Exhibit "G": Certification of Safeguarding Duplication of Benefits Information
   Exhibit "H": Sample Contract for Sale of Real Property, with Exhibits
     Exhibit "I": Bill of Sale
     Exhibit "2": Subgrantee’s Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Samples
     Exhibit "3": Certificate of Removal of Personal Property and Debris
     Exhibit "4": Disclosure and Certification of Flood Assistance
     Exhibit "5": Property Inventory
   Exhibit "I": Clear Title
   Exhibit "J": General Warranty Deed
   Exhibit "K": Determination of Fair Market Value
   Exhibit "L": Statement of Voluntary Participation
   Exhibit "M": Scope of Work
   Exhibit "N": Progress Payment Request Form
   Exhibit "O": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 1366 of the National Flood Insurance Reform Act of 1968, as amended, herein referred to as "the Act," funds are hereby awarded to the Subgrantee on a 100 percent federal cost share basis for the Flood Mitigation project(s) described in Exhibits "A" and "M". Allowable costs will be governed by OMB Circular A-87 and 44 CFR Part 13.

3. If the Subgrantee violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that additional financial assistance for the violation occurred will be withheld until such violation has been corrected. In the event of the violation, the State may also withhold all or any of the financial assistance which has been or is to be made available to the Subgrantee for disaster relief.
projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

4. The Subgrantee agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.

6. The Subgrantee agrees that the hazard mitigation assistance project contained in this agreement will be completed by December 31, 2016. Completion dates may be extended upon justification by the Subgrantee and approval by FEMA and the Governor's Authorized Representative.

7. The certifications signed by the Subgrantee in the application relating to maintenance of a Drug-Free workplace (44CFR Part 17, Subpart F) and New Restrictions on Lobbying (44CFR Part 18) apply to this Grant Agreement and are incorporated by reference.

8. The written assurances provided by Macon-Bibb County pertaining to FEMA’s post award approval conditions apply to this Grant Agreement and are incorporated by reference.

9. The subgrantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13 and FEMA HMA program guidance to implement this grant award. The following Office of Management and Budget (OMB) Circulars are also applicable to this grant:

   2 CFR Part 225 Cost Principles; (OMB Circular A-87)
   OMB Circular A-102 Uniform Administrative Requirements, and
   OMB Circular A-133 Audits of State and Local Governments

10. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

__________________________________________  _______________________________________
Governor's Authorized Representative  Subgrantee's Authorized Representative

__________________________________________  ________________________________
Date  Date

April 24, 2015
## APPLICATION FOR FEDERAL ASSISTANCE

### 1. Type of Submission:
[X] Construction  
[ ] Non-Construction

### 2. Date Submitted: 7/18/14
### 3. Date Received by State: 7/18/14
### 4. Date Received by Federal: 7/18/14

### 5. APPLICANT INFORMATION

| Legal Name: Macon-Bibb County | Organizational Unit: |
| Address (city, county, state and zip): 700 Ponce de Leon Street, Macon, Georgia 31201 | Name and telephone number of the person to be contacted on matters involving this application (include area code): Tom Sitten  
(478) 751-7190 |

### 6. Employer Identification Number (EIN):
58-6001728

### 7. DUNS Number: 079244814

### 8. Type of Applicant (enter appropriate letter in box):
A. State  
B. County  
C. Municipal  
D. Special District  
E. Independent School District  
F. State Institution of Higher Learning  
G. Private University  
H. Other (List):

### 9. Type of Application:
[X] New  
[ ] Continuation  
[ ] Revision

If revision, enter appropriate letter(s) in box(es): []
A. Increase Award  
B. Decrease Award  
C. Increase Duration  
D. Decrease Duration  

### 10. Name of Federal Agency:
FEDERAL EMERGENCY MANAGEMENT AGENCY

### 11. Catalog of Federal Domestic Assistance Number: 97.029

### 12. Descriptive Title of Applicant's Project:
Acquisition of one residential property

### 13. Estimated Funding:

| Federal: | 189,938 |
| Applicant: |  |
| State: |  |
| Local: |  |
| Other: |  |
| Total: | **$189,938** |

### 14. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

| Typed Name of Authorized Representative: | Title: Mayor | Telephone Number: (478) 751-7170 |
| Signature of Authorized Representative: | Date Signed: |
| Signature of Approving Authority: | Title: GEMA Director | Date Signed: |

OHS-GEMA Form 150 December 2005
EXHIBIT "B"

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability including funds sufficient to pay the non-Federal share of project costs to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel APD/Ministration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcoholic and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of.
employees whose principal employment activities are funded in whole or in part with Federal funds.


14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11993; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (43 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1967, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) property of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.)

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and polices governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: Mayor
APPLICANT ORGANIZATION: Macon-Bibb County
DATE SUBMITTED: April 24, 2015

SF-424D (Rev. 7-07) Back
EXHIBIT “C”
GEORGIA EMERGENCY MANAGEMENT AGENCY
Flood Mitigation Assistance
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Grantee-Subgrantee Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Flood Mitigation Assistance (FMA) Program project administration.

1. Project Identification. FEMA has assigned project number FMA-PJ-04-GA-2014-004 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.

2. Documentation. Documentation you will need on file consists of:
   
   A. Grantee-Subgrantee Agreement.
   B. Copies of checks, vouchers or ledger statements.
   C. Contracts awarded.
   D. Invoices and all other payment documents.
   E. Progress reports.
   F. Record of advance or progress payments (where applicable).

3. Funding. Cost sharing has been established at 100% federal.

4. Procurement Standards. You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a subgrantee should incorporate as discussed in 44 CFR §13.36 procurement.

   A. Perform procurement transactions in a manner providing full and open competition
   B. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds four methods of procurement acceptable:

      1) Small purchase procedures: an informal method for securing services or supplies that do not cost more than $100,000 by obtaining several price quotes from different sources
      2) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price
      3) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price
      4) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay;
C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible.
E. Include specific provisions in subgrantees' contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

5. Payments.

A. Progress Payments.

1) When progress payments are desired, you must submit a written Progress Payment Request form (Exhibit "O") and provide supporting documentation, such as an invoice, labor summary forms, and copies of check.

2) The Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Division Director reviews and approves or denies the request.

3) If the request is denied, the Hazard Mitigation Division Director will inform you in writing that additional documentation is required to support the request.

4) If the request is approved, the Hazard Mitigation Division Director will authorize payment of the requested amount.

5) Quarterly progress report submissions must be current in order to receive progress payments.

B. Advance Payments. Advance payments will be made on an exception basis only.

6. Subgrantee Performance. The scope of work must be initiated within 90 days of this award notification.

A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Director will inform you in writing of the deficiencies.

B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.

7. Grant Expiration Date.

A. The grant expiration date runs through December 31, 2016 and has been established based on project milestones in your grant application. The grant
expiration date is the time during which the Subgrantee is expected to complete
the scope of work. You may not expend FEMA or state funds beyond this date.
All costs must be submitted for reimbursement within 60 days of the end of the
grant expiration date.

B. Requests for time extensions to the Grant Expiration Date will be considered but
will not be granted automatically. A written request must be submitted to the State
Hazard Mitigation Division with an explanation of the reason or reasons for the
delay. Without the justification, extension requests will not be processed.
Extensions will not be granted if the sub-grantee has any overdue quarterly
progress reports. If an extension is requested, it must be received prior to 90 days
of the end of the grant expiration date.

8. Project Termination.

A. The Grantee, Sub-grantee, or FEMA may terminate grant award agreements upon
giving written notice to the other party at least seven (7) calendar days prior to the
effective date of the termination. All notices are to be transmitted via registered or
certified mail.

B. The Sub-grantee’s authority to incur new costs will be terminated upon the date of
receipt of the notice or the date set forth in the notice. Any costs incurred prior to
the date of the receipt of the notice or the date of termination set forth in the
notice will be negotiated for final payment. Close out of the grant award will
commence and be processed as prescribed under final inspection procedures
described in this Grantee-Subgrantee Agreement.


A. The following Environmental Project Conditions must be followed to ensure the
project remains in compliance through implementation:

Any change to the approved scope of work will require re-evaluation for
compliance with NEPA and other Laws and Executive Orders. This review did
not address all federal, state, and local requirements. Acceptance of federal
funding requires recipient to comply with all federal, state, and local laws.
Failure to obtain all appropriate federal, state, and local environmental permits
and clearances may jeopardize federal funding.

If ground-disturbing activities occur during construction or demolition, Sub-
grantee will monitor ground disturbance and if any potential archeological
resources are discovered, will immediately cease construction in that area and
notify the State and FEMA.
10. Equipment/Supplies

A. The subgrantee must comply with the regulations listed in 44 CFR 13.32 Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36.

11. Grant Modifications

A. Any grant modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Grant Modifications include:

1) Cost overruns must be absorbed by the subgrantee.
2) Transfers between budget categories.

12. Appeals. You may submit an appeal on any item related to grant assistance. Appeals must be submitted to the State Hazard Mitigation Division Director within 90 days of the action which is being appealed.

13. Quarterly Progress Reports

A. Quarterly progress reports are required. This form will be supplied to you by GEMA on a quarterly basis.

B. The initial quarterly progress report will cover the period through June 30, 2015. It will be submitted no later than July 15, 2015.

C. Subsequent quarterly progress reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).

14. Interim Inspections. Interim inspection/review may be conducted by GEMA staff and/or FEMA staff.

15. Final Inspections.

A. Final inspections will be conducted by the Risk Reduction Specialist and/or FEMA inspectors on each Flood Mitigation Assistance project.

B. When all work has been completed, you must notify GEMA by letter and request a final inspection and project closeout.

C. The Risk Reduction Specialist will schedule and conduct the final inspection.

D. The final inspection will involve reviewing work completed for each Flood Mitigation Assistance project, verifying that the work was completed in accordance with appropriate standards, assuring that the scope of work was
followed and reviewing your financial records. Any supporting documentation identified at final inspection needed to support the closeout request must be supplied within 30 days.

E. The Risk Reduction Specialist or other GEMA staff will review eligibility of all costs for the Flood Mitigation Assistance project.

F. You must provide one copy of all backup documentation for each Flood Mitigation Assistance project to the Risk Reduction Specialist.

16. Audits

A. If you receive $500,000 or more in federal assistance FROM ALL FEDERAL SOURCES, NOT JUST THIS GRANT, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail Reports to:
   Department of Audits and Accounts
   Non-Profit and Local Government Audits
   270 Washington Street, SW
   Room 1-156
   Atlanta, GA 30334-8400

17. Federal or State Audit. FEMA or the State may elect to conduct an audit of any project.

18. Project Closeout. Upon approval of the inspection by GEMA and FEMA, any remaining payments will be made. Mail your requests to:

   Georgia Emergency Management Agency
   Post Office Box 18055
   Atlanta, Georgia 30316-0055
   Attention: Hazard Mitigation

19. The subgrantee agrees to provide to GEMA information on any disaster event for which the completed mitigation project has provided a benefit to the community.

20. If you need additional information or assistance, contact the Hazard Mitigation Office at (404) 635-7522 or 1-800-TRY-GEMA.
EXHIBIT “D”
Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments.

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—
   (1) The dangers of drug abuse in the workplace;
   (2) The Grantee's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
EXHIBIT “E”

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. 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 an officer or employee of an 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
EXHIBIT “F”

Certification of Hazardous Substance Compliance

A. Macon-Bibb County (hereinafter the "Subgrantee") hereby represents and warrants to the State and FEMA that the soil and ground water of all properties acquired using Flood Mitigation Assistance funds are free from hazardous substances. "Hazardous Substances" include, but are not limited to, every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (i) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having subgrantee over the Properties to be acquired using Flood Mitigation Assistance Program funds.

B. The Subgrantee hereby agrees and warrants the following relative to each property being considered for acquisition under the Flood Mitigation Assistance Program:

(1) To make reasonable inquiry regarding current or past uses of the properties relative to hazardous substances contamination. Such current or past uses include, but are not limited to, use as a solid waste disposal site, underground storage tank site, or facility for the transport, treatment, storage, generation, installation, or any other uses involving hazardous substances.

(2) If, after reasonable inquiry, a property under consideration for acquisition under the Flood Mitigation Assistance Program is found to currently or previously have been used for a purpose or purposes involving hazardous substances, including, but not limited to those uses and purposes described in Subsection 1, the Subgrantee agrees and warrants that soil boring and testing shall be conducted, at the expense of the Subgrantee, for the purpose of determining whether the soil and/or ground water of such property is contaminated with a hazardous substance. If the results of such soil boring and testing show that the soil and/or ground water of such property is not currently contaminated with a hazardous substance, then the Subgrantee may proceed with acquisition of the property under the Flood Mitigation Assistance Program. If the results of such soil boring and testing show that the soil and/or ground water on the property is contaminated with a hazardous substance, then the Subgrantee may not use Flood Mitigation Assistance funds to acquire the property without first causing to be done, at the Subgrantee’s own expense, such clean-up procedures as will produce negative test results for hazardous substances.
EXHIBIT “G”

Certification of Safeguarding Duplication of Benefits Information

The Subgrantee hereby agrees and warrants this Duplication of Benefits information is to be used for the sole purpose of applying for and administering Flood Mitigation Assistance funds. The Subgrantee hereby assures that all Duplication of Benefits information obtained from FEMA will be adequately safeguarded from improper disclosure, and confidentially maintained by the Subgrantee.

HMA funds cannot duplicate nor be duplicated by funds received by or available to Applicants, sub-applicants, or project participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject to litigation.

Individuals or entities must notify the Grantee and FEMA of all benefits that they receive or anticipate from other sources for the same purpose, and must seek all such benefits available to them. The total amount of eligible costs will be reduced by the amount of available benefits prior to calculating the required cost share. The cost share is based on the total eligible costs after DOB deductions have been made. Duplications may occur at any time; however, FEMA must be reimbursed for benefits identified or received after an award. If the community is offering the post-event value, no deductions for unused insurance benefits are required as they have effectively been already deducted from the pre-event fair market value.
EXHIBIT "H"
Sample Contract for Sale of Real Property

Macon-Bibb County
Voluntary Acquisition Program
Contract for Sale of Real Property

THIS AGREEMENT made and entered into the _____ day of __________, 201__, by and between ___________________ and ___________________, husband and wife, herein designated as "Seller," and Macon-Bibb County, Georgia, WITNESSETH:

WHEREAS, the Seller is the owner of certain real property being described as follows:

[Legal Description]

AND WHEREAS, Macon-Bibb County, a local government of the State of Georgia (hereinafter referred to as the "Subgrantee"), acting pursuant to its legal authority in administering its GEMA Flood Mitigation Assistance project, wishes to purchase the above described real property (hereinafter referred to as "Property").

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties agree as follows:

1. AGREEMENT TO SELL. The Seller agrees to sell the Property to the Subgrantee, together with all the Seller's right, title, and interest in all Fixtures, Buildings, and Improvements located on the above-described real property, and under any easement and servitude for the benefit of the Seller, free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

2. PURCHASE PRICE: The Subgrantee agrees to purchase all the Seller's right, title, and interest in the Property for the sum of $____________________, payable on the Closing Date, which sum shall be reduced by any amounts paid by the Subgrantee on behalf of the Seller for the purposes set forth in paragraph 10A, and shall be reduced by any amounts for required FEMA deductions as set forth in paragraph 10B. The Seller shall receive no other compensation from the Subgrantee for all of Seller's right, title, and interest in the Property.

April 15, 2015

Page 16 of 42
3.

TITLE: The Subgrantee shall cause to be prepared, at its expense, an Opinion of Title for the Property, continued to a date subsequent to the date of this Contract. The Opinion of Title shall show merchantable title in Seller, subject only to Permitted Exceptions in Paragraph 5. In the event that title curative work is necessary, such work shall be performed by the Subgrantee’s title examiner, or an attorney of the Subgrantee’s choosing. The Seller shall pay all costs required to perfect its title to the Property prior to Closing, or costs of title curative work shall be deducted from the Purchase Price of the Property at Closing.

4.

DEED: On ________________, or other date as shall be mutually agreed upon by Seller and the Jurisdiction hereinafter referred to as the “Closing Date”, the Seller shall have completed its obligations under Paragraph 8, and the Seller shall execute to the Subgrantee a General Warranty Deed for Property, in recordable form, conveying fee simple title to the Property to the Subgrantee, subject only to Permitted Exceptions in Paragraph 5. The Seller shall further deliver to the Subgrantee a bill of sale for any personal property included in the sale.

5.

PERMITTED EXCEPTIONS: The Seller agrees to convey good, clear, and marketable title to the Property, subject only to the following “Permitted Exceptions”:

1. Zoning and building laws and ordinances;
2. Subject to prior approval of governing body, covenants, restrictions, reservations, and easements of record.

6.

FIXTURES AND PERSONAL PROPERTY: For the purposes of this document, Fixtures include all personal property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

7.
POSESSION: On and after the Closing Date, the Subgrantee shall be entitled to immediate possession of the Property and to receipt of all rents and profits from the Property due thereafter.

8.

INSPECTION OF THE PROPERTY: The Subgrantee, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of the making of this Contract for the purposes of investigating, inspecting, and performing inventories of the Property and for other purposes consistent with the Subgrantee's interest under this Contract.

REMOVAL OF PERSONAL PROPERTY AND DEBRIS: Prior to the Closing Date, Seller at its own expense shall remove all personal property, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. In the event Seller fails to remove any such personal property, equipment, and debris prior to the Closing Date, the Subgrantee may use a portion of the Purchase Price to satisfy Seller's obligations under this paragraph.

9.

NO HOLDOVER PERIOD FOR OCCUPANTS: Seller shall ensure that it and all other current occupants vacate the Property prior to the Closing Date.

10.

APPLICATION OF PURCHASE PRICE, DEDUCTIONS, FOR FLOOD ASSISTANCE RECEIVED.

A. Prior to disbursing payment to the Seller, the Subgrantee may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subgrantee.

B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.

C. The subgrantee, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when
DOB may occur in a property acquisition and structure demolition or relocation project include the following:

- The subgrantee offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;

- The subgrantee offers full pre-event value, but legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and

- Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

D. Pursuant to the FEMA requirements, the following shall be deducted from the Purchase Price: *(Not Applicable when applicants are offering current FMV)*

- an amount equal to all FEMA Home Repair assistance received after July, 2012;

- an amount equal to all flood insurance proceeds received after July, 2012.

Prior to the Closing date, Seller shall provide all information requested by the Subgrantee relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood-related damage. At Closing, the Subgrantee shall prepare and deliver to Seller, a document setting forth the deductions from the Purchase Price required by FEMA.

11.

INSURANCE: Seller agrees to maintain and keep in force and affect all existing property and liability insurance until the Closing Date.

12.

MAINTENANCE OF THE PROPERTY: The Seller agrees that the Property shall be preserved in its present condition, and Seller shall deliver it intact at the time possession to the Subgrantee is given. All risk of loss or damage to the Property is on Seller until the Subgrantee takes possession. Prior to possession by the Subgrantee, Seller agrees to promptly
ATTACHMENT 5.C
FMA-PJ-04-GA-2014-004

give written notice to the Subgrantee of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the Subgrantee shall have the option to terminate this Agreement effective immediately. However, in the case of loss, damage or destruction of all or part of the property from causes covered by insurance, the Subgrantee shall have the option to either (1) take possession of the Property and accept an assignment of all Seller’s right, title and interest in and to any claims Seller has under the insurance policies covering the Property: or (2) terminate this Agreement.

13.

UTILITIES: The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants prior to the Closing Date.

14.

TAXES: Seller shall pay a pro-rata share of taxes on the Property (real and personal) for the year of Closing, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current year, payable in the next year, the following procedure shall be used:

A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.

B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.

C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month’s taxes shall be due for that month and shall be added to the Seller’s pro-rata share.

15.

TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

16.

LEASES: Seller represents and warrants to the Subgrantee that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the Subgrantee from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.
17.

APPROVAL OF COURT: If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase Price, unless declared unnecessary by the Subgrantee. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter to hearing for issuance of a deed.

18.

ENVIRONMENTAL ASSURANCES:

A. Environmental Representations and Warranties: For the purposes of this Contract, the terms “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (i) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability in the Subgrantee; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having subgrantee over the Property. Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

The Seller hereby represents and warrants to the Subgrantee that:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;

(2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;

(3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;

(4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;

(5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority...
under any environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;

(6) To the best of Seller's knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Contract shall not be affected by any study, investigation or inspection of the Property by the Subgrantee, or any agent of the Subgrantee.

B. Environmental Indemnification: The Seller agrees to indemnify and hold harmless the Subgrantee from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees -- which may include the value of services provided by the Subgrantee's attorney incurred by the Subgrantee to enforce this provision) asserted against or incurred by the Subgrantee by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions: The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the Subgrantee of such fact. In addition, the Subgrantee or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the Subgrantee in its sole and unreviewable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the Subgrantee may terminate this Contract immediately.

19.

CONTRACT BINDING ON SUCCESSORS IN INTEREST: This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

20.

PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.
21.

NO BROKERS: Each party hereto represents that no real estate broker commission shall be due on the conveyance of the Property in this Contract.

22.

VOLUNTARY TRANSACTION: The Seller, as owner of the Property acknowledges that the Subgrantee has entered this Contract for purchase of the Property pursuant to the Subgrantee’s Voluntary Acquisition Program, and that the Seller’s acceptance of the terms of this Contract is voluntary. Seller is under no duress or coercive action by the Subgrantee to accept the terms of this Contract, and the Subgrantee will not pursue acquisition of the Property by eminent domain or other means if the Seller declines to sell the Property under the Voluntary Acquisition Program. Seller further acknowledges that upon the Closing Date, it will be necessary to move permanently from the Property.

23.

COUNCIL/COMMISSION APPROVAL: This Contract is subject to approval of the Subgrantee governing body, and shall become binding and enforceable against the Subgrantee only after approval by the Subgrantee’s governing body.

24.

EXHIBITS: Exhibit “1” (Bill of Sale); Exhibit “2” (Subgrantee’s Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit “3” (Certificate of Removal of Personal Property and Debris); Exhibit “4” (Disclosure and Certification of Flood Assistance); Exhibit “5” (Certification to Use Funds for Replacement Housing); Exhibit “6” (Property Inventory).
25.

SEVERABILITY: Any part or provision of this Contract held invalid will be severed from the Contract, without affecting the validity of any other provisions or the entire Contract.

IN WITNESS WHEREOF, this the ___ day of ____________, 201_, the parties hereto agree to the terms contained herein.

________________________
Seller

________________________
Seller

________________________
Subgrantee Official

Witness my hand and official seal this ___ day of ____________, 201_.

________________________
Notary Public
My commission expires on: __________________
Exhibit "1"

BILL OF SALE

I/We, ___________________________________________ and ___________________________________________ the hereinafter "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to Macon-Bibb County, Georgia, all the Seller’s right, title, and interest in all Fixtures, improvements, and personal property located on the Property at ____________________________ (Street Address, City, County, State), and legally described as:

[Legal Description]

________________________________________

________________________________________

________________________________________

________________________________________

free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

For the purposes of this document, said Fixtures, improvements, and personal property include all property that integrally belongs to or is part of the above-described real-estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

This the ______ day of ____________, 201__.

________________________________________
Owner

________________________________________
Owner

Witness my hand and official seal this ______ day of ____________, 201__.

________________________________________
Notary Public
My commission expires on:
Exhibit "2"

CITY'S RIGHT TO ENTER AND INSPECT AND 
NOTICE OF INTENT TO TAKE SOIL BORING AND GROUND WATER SAMPLES

The undersigned owner(s) of the following described property commonly known as (Street Address, City, County, State), and legally described as:

[Legal Description]

hereby grant to Macon-Bibb County, the right to enter upon and conduct such investigations, inspections, and inventories of the property as the [city] deems reasonable or necessary prior to closing. The right to enter shall include a temporary easement to allow the ________, its agents, contractors, or employees a right to enter in, upon, and onto the above described property for the purpose of hauling transporting, and storage of materials and equipment used for the purpose of soil boring or taking ground water samples.

It is understood and agreed that the ________ will remove all of said materials and equipment except marks and location stakes from the premises within 10 days after the above described investigations, inspections, and inventories have been completed.

It is understood and agreed that the ________ will restore the test sample areas to original condition where reasonably possible.

It is understood and agreed that the ________ will report the test results of the soil and ground water samples to the Federal Emergency Management Agency and the Georgia Department of Natural Resources.

This the _______ day of ________, 201__.

Owner

Owner

Witness my hand and official seal this _______ day of ________, 201__.

Notary Public
My commission expires on: ________
CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY AND DEBRIS

I/We ______________________ and __________________, owner(s) of the Property commonly referred to as ______________________ (Street Address, City, County, State), hereby state that we have removed all personal property, equipment, and debris, including but not limited to, vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. from the Property site. I/We further declare that all personal property remaining on the premises is hereby abandoned and I/We relinquish any further claim thereto.

This the ___ day of ________, 20___.

__________________________
Owner

__________________________
Owner

Witness my hand and official seal this ___ day of ________, 20___.

__________________________
Notary Public
My commission expires on: ___________
Exhibit "4"

DISCLOSURE AND CERTIFICATION OF FLOOD ASSISTANCE
(Not Applicable when applicants are offering current FMV)

I/We ____________ and ____________ are voluntary participants in the Macon-Bibb County Voluntary Acquisition Program.

I/We understand that pursuant to the requirements of the Federal Emergency Management Agency (FEMA), Macon-Bibb County is required to deduct certain types of assistance which we have received for flood-related damage from the purchase price of my property.

I/We hereby certify that the following is a true and complete disclosure of flood-related assistance I/we received in the following categories:

1. FEMA Home Repair assistance received after July 2013: $_________
2. All flood insurance proceeds received after July 2013: $_________

I/We authorize the ____________ to verify the above Duplication of Benefits information with FEMA.

This the ____________ day of ____________, 201__.

______________________________
Owner

______________________________
Owner

Witness my hand and official seal this __ day of ____________, 201__.

______________________________
Notary Public
My commission expires on: ____________
Exhibit "5"

PROPERTY INVENTORY

I/We __________________________ are voluntarily participating in the Macon-Bibb County Voluntary Acquisition Program.

I/We understand that prior to Closing the _____________ must conduct a property inventory for my Property commonly known as ____________________________ (Street Address, City, County, State) for the purpose of inspecting the real property which the _______ acquired, the personal property which I/We must remove prior to Closing, and any hazardous materials which I/We must remove from the property prior to Closing.

I/We agree to be present with a representative, employee, or agent of the _____________ for inspection and inventory of the property at a time to be scheduled within a reasonable time prior to the Closing Date.

This the _______ day of ________, 201__.

____________________
Owner

____________________
Owner

Witness my hand and official seal this _______ day of ________, 201__.

____________________
Notary Public
My commission expires on: ________________
Exhibit “J”

Clear Title

The subgrantee shall conduct a title search for each property it plans to acquire. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, or identify other persons with a property interest, and to ensure that the title is clear. This means that there are no mortgages or liens outstanding upon sale of the property. In addition, there may not be incompatible easements or other encumbrances to the property that would make it either ineligible for acquisition or noncompliant with open space land use restrictions.

Other requirements include:

♦ A title insurance policy demonstrating that clear title conveys must be obtained for each approved property that will be acquired;

♦ A physical site inspection for each property verifying no physical encumbrances to the property (where appropriate this may require a site survey to clearly establish property boundaries);

♦ Title to the property must transfer by a warranty deed in all jurisdictions that recognize warranty deeds;

♦ All incompatible easements or encumbrances must be extinguished;

♦ The subgrantee shall take possession at settlement;

♦ The subgrantee must record the deed at the same time as and along with the programmatic deed restrictions;

♦ The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after settlement; and

♦ All property transfers shall be consistent with 44 CFR Part 80 and FEMA guidance.
Exhibit "K"

GENERAL WARRANTY DEED FOR PROPERTY

For the consideration of $______________ dollars, and other valuable consideration, I/We, __________________, the GRANTOR, do hereby convey to Macon-Bibb County, Georgia, the GRANTEE, the following described real property situated in Macon-Bibb County, Georgia:

[Legal Description]

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

The following document entitled "Deed Restrictions" is attached hereto, and by reference made a part hereof.

This the ___ Day of __________, 20___.

____________
Owner

____________
Owner

____________
Witness

Witness my hand and official seal this ______ day of ______, 201__.

____________
Notary Public
My commission expires on: __________
"Deed Restrictions"

WITNESSETH

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance ("FMA"), as authorized in the National Flood Insurance Reform Act of 1968, Sections 1366, 42 USC §§ 4104c, 4104d, identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program ("NFIP");

WHEREAS, the mitigation program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Georgia Emergency Management Agency ("GEMA") has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation program Grant Agreement dated April 15, 2015 with FEMA and herein incorporated by reference; making it a mitigation program grantee.

Whereas, the Property is located in Macon-Bibb County, and Macon-Bibb County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the Macon-Bibb County, acting by and through the Macon-Bibb County City Council, has applied for and been awarded federal funds pursuant to an agreement with GEMA dated April 15, 2015 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation program subgrantee;

WHEREAS, the terms of the mitigation program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Flood Mitigation Assistance statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
   a. Compatibles uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:
   i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
ii. A public restroom; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraphs 1.b. and c. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder’s responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years, the Grantee (mitigation program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarisation in accordance with local law.]

Grantor’s Signature __________________________
Date ____________________

Name (printed or typed) __________________________

Grantee’s Signature __________________________
Date ____________________

Grantee’s Name __________________________
Grantee’s Title __________________________
Exhibit “L”

Determining the Fair Market Value of Properties for Hazard Mitigation Assistance Projects

Generally, FEMA funded property acquisition projects consist of a community purchasing flood-damaged homes and either demolishing them or physically moving them to a new site outside of the floodplain. The purchased property is then maintained for open-space purposes.

Basic Requirements

- The subgrantee will inform prospective participants in writing that it will not use its Eminent Domain authority to acquire their property should negotiations fail, and property owners will voluntarily elect to participate in the program. The community may include an expiration date for this limitation in the letter.

- The property will be used in perpetuity for open space without future construction and in compliance with conservation requirements; and

- Existing buildings will be removed within 90 days of settlement.

Pre-event or Post-event Fair Market Value

GEMA’s Hazard Mitigation Division will coordinate with the subgrantee (community) in their determination of whether the valuation should be based on pre- or post-event market value. The community should ensure that all property owners are treated fairly and are offered an equitable package of benefits. All appraisals in a given community (i.e., project area) should be based on the same terms.

Pre-event

In most cases, communities may offer up to the pre-event market value of the real property. When the pre-event fair market value is used, the subgrantee must make Duplication of Benefits (DOB) deductions from the established pre-event fair market value before making a purchase offer to the property owner. These deductions are based on benefits the property owner may have received to repair their structure after the disaster. If they can document that the benefits were properly spent, then the deductions will not be made.

Post-event

Post-event (current) market value may be the most efficient method if no damage has occurred to the properties in more than 12 months and they are currently occupied. This option may also be appropriate in instances where property owners have completed repairs on their property. the community is offering the post-event value, no deductions for unused insurance benefits are required as they have effectively been already deducted from the pre-event fair market value.

Methodology for Determining Fair Market Value
For each property identified for acquisition, the subgrantee should establish and document the fair market value. The value must be derived from a reasonable methodology that is consistently applied throughout the community. Methods may include:

- Independent appraisals
- Value indicated on the tax assessment (tax card)

Appraisals

The following appraisal methodology must be used to determine property value:

- The appraisal must be conducted by an appraiser in accordance with the Uniform Standards of Professional Appraisal Practice;
- The appraiser must comply with relevant State laws and requirements and have the appropriate certification, qualifications, and competencies based on the type of property being appraised; and
- The subgrantee must coordinate with the Grantee to determine the assumptions that will be used in the appraisal (i.e., current or pre-event market value), and the assumptions must be applied consistently throughout the project area for all properties to be acquired.

Appeals of Fair Market Value

The subgrantee must provide an appeal or reconsideration process for property owners who dispute the fair market value determination. If the subgrantee has an established appeal process as part of its own procurement procedures, property owners must be informed of this process.

If the subgrantee does not have an established appeal process as part of its own procurement procedures, the following process must be utilized. The property owner will obtain an appraisal at their own expense using approved appraisal methodology. This appraisal is subject to appraisal review by the subgrantee and should be conducted using approved appraisal methodology. The value assigned by the appraisal reviewer will become the final offer. This process must be applied consistently for all properties to be acquired under this award.

Purchase Offer and Nationality

The benefit of payment of pre-event value is only available to owners who owned the property during the event and is a National of the United States or qualified alien. If the current property owner purchased the disaster damaged property after the disaster declaration, then the community cannot offer the owner more than the post-event fair market value (i.e., the amount paid by the current owner for the damaged property or the current appraised fair market value, whichever is higher, in order to account for any improvements to the property or other reasonable property value increases).
Exhibit “L”
Statement of Voluntary Participation

This Agreement is made and entered into this ___ day of __________, ___ between ____________________________, hereinafter referred to as “Subgrantee,” through its authorized agent, ____________________________, and (property owner) ____________________________, hereinafter referred to as “Seller.”

The parties agree as follows:

1. Seller affirms that we own the property located at (legal address) ____________________________, hereinafter referred to as “property.”

2. Subgrantee has notified the Seller that the Sub-grantee may wish to purchase the referenced property and, if Seller agrees to sell, Seller must permanently relocate from property.

3. Subgrantee has identified that the purchase offer valuation of the property, as of (date) ____________________________, is $ ____________ determined by valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided on 44 C.F.R. part 80.

4. Subgrantee has notified Seller that neither the State nor the Subgrantee will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.

5. Subgrantee has notified Seller that if the Seller agrees to sell the property to Subgrantee the transaction is voluntary and Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.

6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area

This Agreement shall expire on ____________, unless the Seller has voluntarily sold property to the Subgrantee by that date.

________________________________________  ____________________________
Property Owner Signature             Date

________________________________________  ____________________________
Property Owner Signature             Date

________________________________________  ____________________________
Sub-grantee’s Authorized Agent Signature  Date
EXHIBIT “M”
PROJECT SCOPE
Macon-Bibb County Acquisition
FMA-PJ-04-GA-2014-004

The following defines the cost estimate as taken from FEMA’s Egrants system.

<table>
<thead>
<tr>
<th>Item Name</th>
<th>Cost Classification</th>
<th>Unit Quantity</th>
<th>Unit of Measure</th>
<th>Unit Cost ($)</th>
<th>Cost Estimate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition Cost</td>
<td>Land, Structures, Right-of-way</td>
<td>1.00</td>
<td>Each</td>
<td>$158,438.00</td>
<td>$158,438.00</td>
</tr>
<tr>
<td>Demolition</td>
<td>Demolition And Removal</td>
<td>1.00</td>
<td>Each</td>
<td>$19,000.00</td>
<td>$19,000.00</td>
</tr>
<tr>
<td>Appraisal</td>
<td>Land, Structures, Right-of-way</td>
<td>1.00</td>
<td>Each</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Closing Costs</td>
<td>Land, Structures, Right-of-way</td>
<td>1.00</td>
<td>Each</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Asbestos inspection and abatement</td>
<td>Demolition And Removal</td>
<td>1.00</td>
<td>Each</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Boundary Survey</td>
<td>Other Architectural Engineering Basic Fees</td>
<td>1.00</td>
<td>Each</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>Administrative Expense</td>
<td>1.00</td>
<td>Each</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Pre-Award costs</td>
<td>Administrative Expense</td>
<td>1.00</td>
<td>Each</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$189,938.00</strong></td>
</tr>
</tbody>
</table>

Conditions:

1. NHPA (National Historic Preservation Act): If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The subapplicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted and that all reasonable measures are taken to avoid further disturbance of the discoveries. The subapplicant’s contractor will provide immediate notice of such discoveries to the subapplicant who will notify GEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notifies in accordance with Georgia Code, Title 31-21-6. These conditions shall be included in instructions to the demolition contractor.

2. RCRA (Resource Conservation and Recovery Act): Sub-grantee shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, other petroleum products, used oil filters, fuel filters, cleaning chemicals, laboratory reagents, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc.

3. TSCA (Toxic Substance Control Act): If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-grantee must comply with all federal, state and local abatement and disposal requirements under the Toxic Substances Control Act.
4. The Applicant must follow all applicable local, state, and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If project work is delayed for a year or more after the date of this CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.

5. Any change, addition, or supplement to the approved project Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA reevaluation before starting project work.
EXHIBIT "N"

FMA Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals.

AGREEMENT NUMBER: FMA-20-4

FEMA Project Number: FMA-PJ-04-GA-2014-004

SUBGRANTEE NAME: Macon-Bibb County

GMS ID Number: HFM14-001

<table>
<thead>
<tr>
<th>Site Reference or Element of Work</th>
<th>Approved Amount</th>
<th>Previous Payment</th>
<th>Current Request</th>
<th>Description of Documentation Attached in Support of this Payment Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(from continuation sheet attached) SUBTOTAL

TOTAL

I, Under penalty of perjury, certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the grant conditions, comply with procurement regulations contained within the 44 CFR, Part 13, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Signature of Subgrantee’s Authorized Representative (and printed name)
EXHIBIT “O”
Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.

Sub-award Number:

Federal Agency Name: Federal Emergency Management Agency

CFDA Program Number and Program Title: 97.029 Flood Mitigation Assistance (FMA)

Sub-award Project Description: Macon-Bibb County FMA Grant

1. Sub-awardee DUNS Number

2. Sub-awardee Name

3. Sub-awardee DBA Name

4. Sub-awardee Address

5. If DBA, Sub-awardee Parent DUNS Number

6. Sub-award Principle Place of Project Performance

7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?
   Yes ________ No ________
   If Yes, continue to question 8. If No, questionnaire is complete.

8. In the preceding fiscal year, were the sub-awardee’s annual gross revenues from the Federal government more than $25 million annual?  Yes ________ No ________
   If Yes, continue to question 9. If No, questionnaire is complete.

9. Does the public have access to the names and total compensation of the sub-awardee’s five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   Yes ________ No ________
   If No, continue to question 10. If Yes, questionnaire is complete.
10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1. ___________________________ $ ______________________
2. ___________________________ $ ______________________
3. ___________________________ $ ______________________
4. ___________________________ $ ______________________
5. ___________________________ $ ______________________

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: ___________________________ Date: ________________

This section is for use by the Georgia Emergency Management Agency Only.

Sub-award Obligation/Agency Name: ______________________________________

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature ___________________________ Date: ________________

Sub-award Obligation/Action Date: ___________________________
COMMITTEE AMENDMENT

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT AN AMENDMENT TO THE PROPOSED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2016; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, on Tuesday, May 12, 2015, the Mayor introduced the proposed budget for Fiscal Year 2016; and

WHEREAS, the proposed pay scale was introduced on Wednesday, June 3, 2015; and

WHEREAS, having reviewed the proposed budget and the proposed pay scale, there are proposed amendments which will follow in detail; and

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

Section 1.

Under “Revenues”, the following amendments are proposed:

<table>
<thead>
<tr>
<th>Revenues</th>
<th>2016 Current</th>
<th>2016 Amended</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Taxes</td>
<td>$34,000,000.00</td>
<td>$30,000,000.00</td>
<td>-$4,000,000.00</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>$24,600,000.00</td>
<td>$22,500,000.00</td>
<td>-$2,100,000.00</td>
</tr>
<tr>
<td>Bus. Licensing/Permits</td>
<td>$5,102,000.00</td>
<td>$3,400,000.00</td>
<td>-$1,702,000.00</td>
</tr>
</tbody>
</table>

Which results in a total change of -$7,802,000.00.

Section 2.

Under “Expenses” the following amendment is proposed:

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2016 Current</th>
<th>2016 Amended</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$24,937,400.00</td>
<td>$25,473,400.00</td>
<td>+$536,000.00</td>
</tr>
</tbody>
</table>

With these changes resulting in a total net addition of $8,338,000.00.

Section 3.

Upon its final adoption, the pay scale should be changed as follows:

Combine steps 1-3 and designate those steps as a step 5, and
Combine steps 4-5 and designate those steps as a step 7, and
Combine steps 6-8 and designate those steps as a step 9.
Section 4.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto.

APPROVED AND ADOPTED this _______ day of ______________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION
Tuesday, June 9, 2015
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on May 26, 2015
Meeting: Jun 9, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
5-26-2015.pdf (392 KB)

2. ORDINANCE TO ADOPT USE OF COUNTY LOGO AND TAGLINE

Subject: A. An Ordinance amending Chapter 1 of the Code to adopt a provision identifying the County logo and tagline; to penalize the unauthorized use of said County logo and tagline
Meeting: Jun 9, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. ORDINANCE TO ADOPT USE OF COUNTY LOGO AND TAGLINE
Access: Public
Type: Action
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
6-9-2015 - Ordinance to Amend Code - County Logo and Tagline.pdf (1,096 KB)

3. USE OF COUNTY LOGO BY MACON MAYHEM
### 4. APPOINTMENT TO BOARDS, COMMISSION AND AUTHORITIES

**Subject**  
A. A Resolution confirming the appointing of Brian Adams to the Development Authority of Macon-Bibb County

**Meeting**  
Jun 9, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

**Category**  
4. APPOINTMENT TO BOARDS, COMMISSION AND AUTHORITIES

**Access**  
Public

**Type**  
Action

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
- 6-9-2015 - Res Appoint Brian Adams Dev Authority.pdf (112 KB)

---

### 5. SENIOR CITIZENS CENTER UPDATE

### 6. BLIGHT UPDATE

### 7. FILMORE THOMAS UPDATE
ATTACHMENT 1.

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

May 26, 2015

The Economic and Community Development Committee was called to order by Committee Vice-Chairman Lucas.

COMMITTEE MEMBERS PRESENT:

Commissioner Elaine Lucas
Commissioner Virgil Watkins
Commissioner Ed DeFore
Commissioner Al Tillman

COMMISSIONERS ABSENT:

Commissioner Larry Schlesinger

NEWS MEDIA:

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

VISITORS/GUESTS:

Rick Craft, Environmental Manager, Health Department
Jeff Franklin, Spirit of America
Misti Gamble, Public Affairs, Spirit of America
Reverend Don Ray
Reverend Arthur Hubbard
Tom Hill, Sheridan Solomon
Bob Moore
Robert Colvard, Roundstone Development

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Commissioner Scotty Shepherd
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Judd Drake, County Attorney
Reginald McClendon, Assistant County Attorney
Opie Bowen, Assistant County Attorney
Chris Floore, Asst. to County Manager
Julie Moore, Assistant to the County Manager
Jean Howard, Clerk of the Commission
Janice Ross, Asst. Clerk of the Commission
Kevin Barkely, Director of Public Works
Tom Buttram, Director of Business Services
Stephanie Miller, Assistant Clerk, Superior Court
Alex Morrison, Urban Development Authority

1. Approval of Minutes from meeting on May 12, 2015

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Watkins voting in the affirmative, the minutes of May 12, 2015 were approved.
2. Barnes Ferry Road

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried unanimously with Commissioners Tillman and Lucas voting in the affirmative, discussion of Barnes Ferry Road was added to the agenda.*

**Discussion**

Reverend Arthur Hubbard stated in the early 1980s a pipeline spilled fuel into the neighborhood. Although remedial work continues, there is still jet fuel being pulled out of the ground. The EPA continues to monitor 60 wells on a semi-annual basis. The reports received by Reverend Hubbard state there is a high level of Benzene in the samples taken. Reverend Hubbard continued that with the new pipeline there is another potential for a leak since it involves loading ethanol into a pipeline from the rail. Although many citizens in the Barnes Ferry Road neighborhood no longer use well water, many citizens have not been able to connect to the Macon Water Authority lines.

Reverend Don Ray spoke of his concern for the residents of Barnes Ferry Road. He stated that although remediation has started on the empty lots on Barnes Ferry Road, the neighborhood property has received no remediation.

Mr. Bob Moore stated that according to the Planning and Zoning Commission, the rezoning of Barnes Ferry Road from an agricultural district to a whole sale and light industrial district meets all qualifications for allowing the rail spur which would service a pipeline loading station. He continued that although he has been assured there will not be a spill, no one can 100% assure there will not ever be a spill. He asked for the Commission's help in asking Planning and Zoning to defer their decision until more information can be gathered regarding the potential risks.

Commissioner Tillman stated that once Planning and Zoning approves the request that the Health Department could stop the approval. Rick Craft, Environmental Manager, Macon-Bibb County Health Department, stated that the Health Department has no jurisdiction over Planning and Zoning regarding the approval or disapproval of zoning requests. He continued that pipelines are regulated by a different agency.

Commissioner Lucas stated that she is concerned for the neighborhood and encouraged the Commission to attend the 1:30 p.m. Planning and Zoning Commission meeting that was being held on today, May 26, 2015 in Commission Chambers.

3. Presentation By Roundstone Development

**Discussion**

Mr. Robert Colvard, Roundstone Development, presented the plans for development of an affordable housing community for seniors which will be located on Hall Road. He reminded the Commission he had presented "The Pines Project" to them last year but Roundstone Development was not successful in their bid for federal dollars to build the project. He continued that since that time, the location has been changed in response to concerns by residents in the community. Mr. Colvard stated that his desire today was to receive a resolution of support so that Roundstone might once again apply for federal funding for "The Pines" housing project. Commissioner Lucas stated that she endorsed the concept and would like to see the County Attorney draw up a resolution for Commission approval at the next Pre-Commission meeting.
**ACTION:**

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners DeFore and Watkins voting in the affirmative, the Committee endorsed the concept of The Pines subject to a resolution being drawn up by the County Attorney.

4. Appointment To Boards, Commissions and Authorities

   A. Appointment of Commissioner Scotty Shepherd to the Macon-Bibb County Convention and Visitors Bureau

   **Discussion**

   Mayor Reichert stated that the resolution requires that the appointment “is to be selected from the membership of the Operations and Finance Committee of the Macon-Bibb County Commission, chosen by the members of that committee and approved by the Macon-Bibb County Commission”. The appointment was referred to the Committee of the Whole at the next Pre-Commission meeting for approval as the Operations and Finance Committee had adjourned.

   **ACTION:**

   On motion of Commissioner Tillman, seconded by Commissioner DeFore and carried unanimously with Commissioners Lucas and Watkins voting in the affirmative, the resolution appointing Commissioner Scotty Shepherd to the Macon-Bibb County Convention and Visitors Bureau approval to be acted on at the Pre-Commission Committee of the Whole.

5. Bragg Jam 2015 Music Festival

   **ACTION:**

   On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Watkins voting in the affirmative, the resolution authorizing Bragg Jam, Inc., a nonprofit organization, to hold its 2015 Music Festival in downtown Macon, Georgia on Saturday, July 25, 2015; to permit festival-goers to carry and consume alcoholic beverages in and about the designated streets of downtown Macon, under specific conditions; to require Bragg Jam, Inc to provide for and reimburse the City for all expenses incurred for security and clean-up was approved.

6. MOU With Spirit of America Theme Park

   **Discussion**

   Jeff Franklin, President of Spirit of America, addressed the reason for requesting changes in the MOU. Mr. Franklin continued that he would like to see the following changes made to the MOU:
ATTACHMENT 1.A

- Construction of the themed main entrance be delayed until after the first season of operation
- The use of privacy fences around pump equipment be temporarily allowed and the construction of the required permanent block structure around such pumps be delayed until after the second season of operation
- The use of temporary shade structures be allowed and the construction of permanent shade pavilions be delayed until after the second season of operation
- Construction of the third slide of West Wind White Water and construction of the Wave Pool be delayed until after the second season of operation
- The use of temporary / removable bathrooms and shower rooms be allowed and the construction of permanent bathrooms and shower rooms be delayed until after the fifth season of operation
- Construction of the dome structure for the lap pool be delayed until after the fifth season of operation
- To remove the requirement to construct a volleyball court due to safety reasons

Mr. Franklin continued there was a two week delay due to the weather. Other delays were caused by the condition of the soil and delays in obtaining permits. The Park, originally planned for Perry, Georgia, was planned for an attendance of 600 people. When the Park was moved to Tobesofkee, the number of attendees was increased to 1,200. Mr. Franklin stated there were three reasons for the delay; monetary, drawings and alterations to the plans. Commissioner Lucas stated her concerns regarding the temporary bathrooms. Mr. Franklin stated the planned temporary bathrooms are more like module homes and will not appear to be porta potties. He continued once the permanent bathrooms are completed, the module bathrooms will be moved to a convenient location to insure facilities are always available and in a convenient location. Mr. Franklin stated there is room for expansion with 17 acres being available at Sandy Beach. He reported a letter had been sent to the 63 season ticket holders regarding the delay in opening and only 10 families asked for a refund.

Mr. Franklin stated that construction started the last week of December and they had hoped to open on Memorial Day. He continued he remains committed and excited about the Park.

ACTION:

On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried unanimously with Commissioners Lucas and Tillman voting in the affirmative, a resolution authorizing the mayor to execute an amendment to the Memorandum Of Understanding between Macon-Bibb County and Spirit Of America Theme Park And Development, LLC to postpone the construction of certain park infrastructure until a later date in a form to be approved by the County Attorney’s Office was approved in concept and referred to the Facilities and Engineering Committee for action.

7. Senior Citizens Center Update

Discussion

Dale Walker, County Manager, stated in his County Manager’s Report there is a preliminary drawing of the proposed Senior Citizens Center at Bloomfield. He continued that the Sizemore Group continues to look at the A.L. Miller High School site as well.

8. Blight Update

Discussion
Charles Coney, Assistant County Manager, discussed the recent work of the Blight Task Force.

Commissioner Bivins stated his desire to form a Blight Committee to ensure the Commission was involved in every aspect of the Fight on Blight in Bibb County. He would like to see the membership consists of four Commissioners. He continued he believed this Committee should be an Ad Hoc Committee of the Commission. Judd Drake, County Attorney, stated that an Ad Hoc Committee would need to be formed by the Committee on Committees which consists of the Mayor, the Mayor Pro Tem and the Chairman of the Operations and Finance Committee.

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas and Tillman voting in the affirmative, the forming of a Blight Committee was referred to the Committee on Committees for action.*

9. Filmore Thomas

Discussion

Mr. Walker stated in his report that currently the Administration is waiting for the wetlands study. Once the study is received, bids will go out with the intent of completing this project by the end of the year or within twelve months.

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

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO ADOPT A PROVISION IDENTIFYING THE COUNTY LOGO AND TAGLINE; TO PENALIZE THE UNAUTHORIZED USE OF SAID COUNTY LOGO AND TAGLINE; AND FOR OTHER PURPOSES.

WHEREAS, by virtue of Article IV, Section III, Paragraph II of the Constitution of Georgia, Ga. Laws 2012, page 559 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, the political subdivision of Bibb County and the municipal corporation of the City of Macon were merged together and superseded by the new consolidated political subdivision of Macon-Bibb County and became effective as of January 1, 2014; and

WHEREAS, Macon-Bibb County recognizes the need for the consolidated government to have a unified logo and tagline that represents the consolidation of the two (2) entities and identifies the current and future state of the County; and

WHEREAS, during the January 21, 2014 meeting of the Macon-Bibb County Commission, an official seal/logo and tagline were approved and adopted for use by the Commission; and

WHEREAS, the purpose of this ordinance will be to monitor the use of the seal/logo and tagline of Macon-Bibb County and assure that the marks are used appropriately and only in conjunction with activities/events/items that have approved and/or have been vetted by authorized County officials; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so ordained by authority of the same that Chapter 1 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby added and shall read as follows:

Section 1

Chapter 1 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to add the following provision:
Sec. 1-13. County seal and tagline.

(a) The Macon-Bibb County Commission finds that the seal and tagline of the County adopted in this Section are a symbol of authority of the County and a valuable asset of its population. The Macon-Bibb Commission desires to ensure that only appropriate uses are made of the County seal and tagline.

(b) The Macon-Bibb County Commission adopts the symbol depicted below as its official County seal:

![Seal Image]

The County seal depicts a circular image with an illustration of the Fort Hawkins structure in the center of the design. In addition, the seal contains the name of the consolidated government across the top of the design in a circular motion, the year “1823” in the bottom left hand corner in honor of the year Bibb County was founded, and the year “1822” in the bottom right hand corner in honor of the year the City of Macon was founded. Furthermore, the words “Forward Together” are imbedded in a banner across the bottom portion of the seal.

(c) The Macon-Bibb County Commission adopts the tagline “Forward Together” as the official County tagline.

(d) Except as otherwise expressly provided by State or Federal law, or when done in the course of official County business, it shall be unlawful for any person or entity to use the County seal, tagline, or any emblem or logo approved for County use by the Macon-Bibb County Commission, or which is otherwise created by or for
the County in connection with or to identify any official County program or activity, by affixing or otherwise depicting the County seal, tagline, or any such official emblem, or logo, or replica thereof, on any document, thing, item, or material, or in or upon any Internet website, without first having obtained written permission from the Mayor or the Mayor's designee. Any use approved by the Mayor or the Mayor's designee may be subject to any reasonable conditions imposed by the Mayor or the Mayor's designee to carry out the purposes of the authorized use.

(e) Any person who violates this Section and uses the County seal, tagline, or other official emblem or logo without prior approval shall be served by certified mail a written notice to cease and desist such behavior within ten (10) days from the date of receipt. Should such violation continues, a hearing shall be set before the municipal court or state court judge to hear the violations and issue penalties. Each day of any unauthorized use of the County seal, tagline, or official emblem or logo, shall constitute a separate offense. Any such violations shall be punishable as follows:

(1)   A fine not to exceed five hundred dollars per offense ($500.00)

(2)   Any other punishment the court shall impose.

(f) The County shall retain the right at all times to inspect any document, item, material, or website upon which the County seal, tagline, or other official emblem or logo is used in order to verify that the County seal, tagline, or other official emblem or logo is being used truly and correctly as represented by the authorized party and in an unaltered form. Permission to use the County seal, tagline, or other official emblem or logo shall not be assignable.

(g) Should any part of this ordinance or its application to any person or circumstance be declared unconstitutional or invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision
or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 2**

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

**Section 3**

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 5.

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

APPROVED AND ADOPTED this ___ day of ____________, 2015.

By:  

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON MAYHEM HOCKEY TEAM TO ALLOW THE USE OF THE MACON-BIBB COUNTY LOGO ON THE TEAM JERSEYS FOR THE INAUGURAL 2 GAMES; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Mayhem are a hockey team that competes in the Southern Professional Hockey League and are scheduled to begin its inaugural season in Macon, Georgia in October of 2015; and

WHEREAS, officials for the Macon Mayhem have contacted Macon-Bibb County and requested to use the logo of Macon-Bibb County on the inaugural team jerseys for the first (2) games of the season; and

WHEREAS, upon completion of the first two (2) games of the 2015 season, the game-worn jerseys (approximately twenty-five (25) jerseys) would then be auctioned off to the public as keepsakes and souvenirs to commemorate the inaugural season and games of the Macon Mayhem; and

WHEREAS, the use of the County logo would be a temporary use, and after the first two (2) games, the jerseys of the Macon Mayhem would be update and not contain the logo of Macon-Bibb County; and

WHEREAS, a temporary-use licensing agreement will be prepared and approved as to form by the County Attorney’s Office to allow the use of the Macon-Bibb County logo for the above stated purpose; and

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

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that that Mayor is authorized to execute an agreement in a form to be approved by the County Attorney’s Office to allow the use of the
Macon-Bibb County logo on the team jerseys of the Macon Mayhem for the inaugural two (2) games of the 2015 season.

SO RESOLVED this ____ day of ________________, 2015.

By: 

ROBERT A.B. REICHERT, Mayor

Attest: 

JEAN S. HOWARD, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION CONFIRMING THE APPOINTMENT OF BRIAN ADAMS TO THE DEVELOPMENT AUTHORITY OF MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Development Authority of Macon-Bibb County was created pursuant to O.C.G.A. 36-62-1 et. seq. in order to facilitate the development and promotion of general welfare, trade, commerce, industry, and employment opportunities in Macon-Bibb County; and

WHEREAS, the Development Authority of Macon-Bibb County also assists in providing financing for projects for air and water pollution control facilities by industries; and

WHEREAS, upon consolidation of Bibb County, Georgia and the City of Macon, Georgia, the Development Authority of Macon-Bibb County was continued pursuant to adoption of such organization by the Macon-Bibb County Commission pursuant to Macon-Bibb County Ordinance Sec. 2-800 through 2-801; and

WHEREAS, the appointment for Brian Adams shall run from July 1, 2015 and continue for a four (4) year term until June 30, 2019; and

WHEREAS, Brian Adams meets all requirements necessary for appointment as a member of the Development Authority of Macon-Bibb County and has been recommended to serve; 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 Brian Adams is hereby appointed as a member of the Board of the Development Authority of Macon-Bibb County, with said term being for a period of four (4) years running from July 1, 2015 until June 30, 2019. This resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ____________, 2015.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

JEAN S. HOWARD, Clerk of Commission
Brian P. Adams

A third-generation Macon attorney, Brian Adams is the founding partner of Adams Law Firm. Brian earned his Juris Doctorate at Mercer University’s Walter F. George School of Law following his undergraduate work at The University of Georgia. Adams Law Firm represents individuals who have been seriously injured or suffered the loss of a loved one due to the carelessness of others.

A dedicated conservationist and outdoor enthusiast, Brian is heavily involved in multiple community organizations concentrating on the protection of our environment. As President of the Ocmulgee National Park & Preserve Initiative, he is a driving force in bringing Georgia’s first and only National Park & Preserve to his community. Further, he serves on the Board for both the Altamaha RiverKeeper and Keep Macon-Bibb Beautiful Commission.

Adams has received multiple accolades from his community including being named as an “Emerging Partner” by Newtown Macon and a “Top Five Under Forty” by Macon Magazine. Additionally, he is a Young Patron with the Historic Macon Foundation, and in the past, he has served as a Board Member of Bragg Jam as well as for the Macon Symphony Orchestra.

Brian’s demanding schedule is rewarded with time spent with his wife, daughter, and son, making memories with family and friends, traveling, reading, skiing, hiking, and canoeing. With a true “carpe diem” spirit, you can trust that when practicing law and enriching his community, Brian’s passion for results is guaranteed.
Tuesday, June 9, 2015
PUBLIC SAFETY COMMITTEE

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

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From Meeting on May 26, 2015
Meeting Jun 9, 2015 - PUBLIC SAFETY COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
5-26-2015.pdf (10 KB)

2. APPOINTING MEMBERS OF THE PEDESTRIAN SAFETY BOARD

Subject A. A Resolution appointing Commissioner Elaine Lucas, Violet Poe and Michael Ryan To the Macon-Bibb County Pedestrian Fatality Review Board
Meeting Jun 9, 2015 - PUBLIC SAFETY COMMITTEE
Category 2. APPOINTING MEMBERS OF THE PEDESTRIAN SAFETY BOARD
Access Public
Type Action
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
6-9-2015 - Res Appoint Lucas Poe Ryan.pdf (197 KB)

3. REVISING THE CODE FOR ADOPTION OF DANGEROUS DOG APPEAL HEARINGS

Subject A. An Ordinance to revise Chapter 5, Sec. 5-26 of the Code to adopt a $40.00 filing fee for dangerous dog appeal hearings
Meeting Jun 9, 2015 - PUBLIC SAFETY COMMITTEE
Category: 3. REVISING THE CODE FOR ADOPTION OF DANGEROUS DOG APPEAL HEARINGS
Access: Public
Type: Action
SPONSORED BY: COMMISSIONERS ELAINE LUCAS AND BERT BIVINS, III

File Attachments
6-9-2015 - Ordinance to Adopt Filing Fee for Dangerous Dog.pdf (805 KB)
PUBLIC SAFETY COMMITTEE

MINUTES

May 26, 2015

The Public Safety Committee was called to order by Committee Chairman Shepherd.

COMMITTEE MEMBERS PRESENT:

Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Elaine Lucas
Commissioner Mallory Jones

COMMITTEE MEMBER ABSENT:

Commissioner Larry Schlesinger

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Al Tillman
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reggie McClendon, Assistant County Attorney
Charles Coney, Assistant County Manager
Chris Floore, Assistant to the County Manager
Jean Howard, Clerk of Commission
Janice Ross, Assistant Clerk of Commission
Joyce Humphrey, Office Manager, II
Kevin Barkley, Dir., Solid Waste Department

NEWS MEDIA:

Phillip Ramati, The Telegraph
Anita Oh, 13 WMAZ
Alexa Rodriguez, 41 WMGT
Noell Saunders, WGXA TV
Skyler Henry, WMGT

1. Approval of Minutes from Meeting on May 12, 2015

ACTION:

On motion of Commissioner Lucas, seconded by Commissioner Watkins, and carried unanimously the minutes of the May 12, 2015 meeting were approved as presented. Commissioners Shepherd, Watkins, Jones and Lucas voted in the affirmative. (Commissioner Schlesinger absent)

2. Appointing members of the Pedestrian Safety Board

A. An ordinance amending Article VI of Chapter 2 of the Code of ordinances of Macon-Bibb County to create and establish a Pedestrian Fatality Review Board.

Discussion

Mayor Reichert reported that Mr. Michael Ryan and Ms. Violet Poe have expressed an interest in being the citizens at large representatives on the board.
ACTION:

On motion of Commissioner Lucas, seconded by Commissioner Shepherd, and carried unanimously the ordinance to create and establish a Pedestrian Fatality Review Board was approved. Commissioners Shepherd, Watkins, Jones and Lucas voted in the affirmative. (Commissioner Schlesinger absent)

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

Prepared by:

Joyce R. Humphrey, CMC
Office Manager II

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission

May 26, 2015
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
ELAINE LUCAS, VIOLET POE, AND MICHAEL RYAN TO THE MACON-BIBB
COUNTY PEDESTRIAN FATALITY REVIEW BOARD; AND FOR OTHER
PURPOSES.

WHEREAS, pursuant to Section 2-849 of the Macon-Bibb County Code of Ordinances,
the Pedestrian Fatality Review Board (“the Board”) has been created; and

WHEREAS, pursuant to Section 2-850 of the Macon-Bibb County Code of Ordinances,
the Pedestrian Fatality Review Board shall review and monitor all fatal accidents involving
pedestrians in Macon-Bibb County in order to ensure that proper safety protocols are in place;
and shall work to ensure that all roads, streets, alleys, and other roadways in Macon-Bibb County
are safe for pedestrian use; and

WHEREAS, the Macon-Bibb County Pedestrian Fatality Review Board consists of nine
(9) members who serve five (5) year terms; the Mayor, the Director of the Macon-Bibb County
Facilities Management Department, the Traffic Engineer of Macon-Bibb County, the
Administrator of the Macon-Bibb County Health Department, and two (2) of whom are
appointed by the Bibb County Sheriff’s Office; and

WHEREAS, pursuant to Section 2-851 of the Macon-Bibb County Code of Ordinances,
one (1) Commissioner for the Macon-Bibb County Pedestrian Fatality Review Board is
appointed by the Mayor of Macon-Bibb County and confirmed by the Macon-Bibb County
Board of Commissioners; and

WHEREAS, pursuant to Section 2-851 of the Macon Bibb County Code of Ordinances,
two (2) citizens at large from the community for the Macon-Bibb County Pedestrian Fatality
Review Board are appointed by the Mayor of Macon-Bibb County and confirmed by the Macon-
Bibb County Board of Commissioners; and
WHEREAS, pursuant to Section 2-852 if the Macon-Bibb County Code of Ordinances, in order to be eligible for appointment to the Pedestrian Fatality Review Board, a person must live in the Macon-Bibb County area, must be at least eighteen (18) years of age, and must be vitally interested in the safety of pedestrians on roadways in Macon-Bibb County.

WHEREAS, Mayor Robert A. B. Reichert has appointed Commissioner Elaine Lucas, citizen at large Violet Poe, and citizen at large Michael Ryan, whom all of which meet the necessary requirements for appointment, to serve the five (5) year term on the Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, pursuant to Section 2-851 of the Macon-Bibb County Code of Ordinances, the appointments of Elaine Lucas, Violet Poe, and Michael Ryan to serve as members of the Macon-Bibb County Pedestrian Fatality Review Board for a term of five (5) years each, said terms beginning on July 1, 2015 and ending on June 30, 2016, are hereby approved. This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of ___________________, 2015.

By: _________________________________
ROBERT A.B. REICHERT, Mayor

Attest: _______________________________
JEAN S. HOWARD, Clerk of Commission

(SEAL)
SPONSORS: COMMISSIONER ELAINE LUCAS
COMMISSIONER BERT BIVINS III

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 5, SEC. 5-26 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY TO ADOPT A $40.00 FILING FEE FOR DANGEROUS DOG APPEAL HEARINGS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the current Macon-Bibb County Animal Chapter provides a dog owner may request a hearing before the Board of Health where an Animal Welfare Officer determines a dog should be classified as a dangerous or vicious dog; and

WHEREAS, the Board of Health has determined a $40.00 filing fee, made payable to the Macon-Bibb County Health Department, for an appeal hearing is necessary to offset administrative costs and expenses; and

WHEREAS, upon a sufficient showing of indigence in keeping with the qualification of individuals for governmental benefits, the filing fee may be waived by authorized Macon-Bibb County Health Department personnel; and

WHEREAS, the ordinance contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

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

Section 1.

Chapter 5, Sec. 5-26 – Investigation by dog control officer; notice to owner; hearing; determination; review; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-26 to read as follows:

Sec. 5-26. Investigation by dog control officer; notice to owner; hearing; determination; review.

Sec. 5-26.

(a) Upon receipt by the dog control officer of a report of a dog within Macon-Bibb County believed to be subject to classification as a dangerous dog or vicious
dog, the dog control officer shall investigate to determine whether such dog is subject to classification as dangerous dog or a vicious dog.

(b) When the dog control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the dog control officer shall mail notice to the dog’s owner of such classification within 72 hours.

(1) The notice to the owner shall be in writing and mailed by certified mail or statutory overnight delivery to the owner’s last known address.

(2) The notice shall include a summary of the dog control officer’s determination and shall state that the owner has a right to request a hearing on the dog control officer’s determination, within 15 days after the date shown on the notice.

(3) The notice shall include a form to request a hearing before the Board of Health and shall provide specific instructions on mailing or delivering such request to the Board of Health.

(4) The notice shall state that the hearing, if requested, shall be before the Macon-Bibb County Board of Health (“Board of Health” or “Board”).

(5) The notice shall state that if a hearing is not requested within the allotted time, the dog control officer’s determination that the dog is a dangerous dog or a vicious dog will become effective for all purposes.

(c) When a dog owner requests a hearing, the owner is required to submit a fee in the amount of forty dollars ($40.00) made payable to the Macon-Bibb County Health Department, along with the notice requesting the hearing. Said fee may be waived where the owner demonstrates sufficient showing of indigence in keeping with the qualification of individuals for governmental benefits. The hearing shall be scheduled within 30 days after the request is received. The Board shall notify the dog’s owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing, and such notice shall be mailed to the dog’s owner at least 10 days prior to the date of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the Board shall receive such other evidence and hear such other testimony as the Board may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer’s determination.

(d) The Board of Health shall make a written decision within 10 days of the date of the hearing. The Board shall notify the dog’s owner in writing by certified mail or statutory overnight delivery of the Board’s determination on the matter within seven (7) days of its decision, and shall send a copy of such decision also to the dog control officer.

(i) If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which such determination is effective.
(2) If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.
(3) Judicial review of the Board’s final decision may be had in the Probate Court of Bibb County in accordance with O.C.G.A. §15-9-30.9.

Section 2.

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner affecting any advisory committees, fines, fees, charges, assessments, and/or hearing procedures previously established or adopted by Bibb County or the City of Macon regarding animals for any matter other than the investigation by dog control officer, notice to owner, hearing, determination and review related to dangerous and vicious dogs in Bibb County, the City of Macon, and/or Macon-Bibb County, and that any such advisory committees, taxes, fees, charges, assessments and/or hearing procedures shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 5.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this
Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

Section 7.

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

SO ORDERED AND ORDAINED this _____ day of _____________

2015.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION
Tuesday, June 9, 2015

FACILITIES AND ENGINEERING COMMITTEE

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

1. APPROVAL OF MINUTES

**Subject**  
A. Approval of Minutes From Meeting on May 26, 2015

**Meeting**  
Jun 9, 2015 - FACILITIES AND ENGINEERING COMMITTEE

**Category**  
1. APPROVAL OF MINUTES

**Access**  
Public

**Type**  
Minutes

File Attachments
5-26-2015.pdf (16 KB)

2. PRODIGY HOLDINGS USE OF RIGHT-OF-WAY ON 6TH STREET

**Subject**  
A. A Resolution authorizing the Mayor to execute a temporary access agreement with Prodigy Holdings, LLC for the use of excess right-of-way located on 6th Street in exchange for the clean-up, maintenance, and upkeep of the area pending the development of a master plan for the area

**Meeting**  
Jun 9, 2015 - FACILITIES AND ENGINEERING COMMITTEE

**Category**  
2. PRODIGY HOLDINGS USE OF RIGHT-OF-WAY ON 6TH STREET

**Access**  
Public

**Type**  
Action

File Attachments
6-9-2015 - Resolution for right of way on 6th Street to Prodigy Holdings.pdf (3,826 KB)
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

May 26, 2015

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

COMMITTEE MEMBERS PRESENT:

Commissioner Mallory Jones, III
Commissioner Al Tillman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Elaine Lucas
Commissioner Virgil Watkins
Dale Walker, County Manager
Charles Coney, Assistant County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reggie McClendon, Assistant County Attorney
Chris Floore, Assistant to the County Manager
Janice Ross, Assistant Clerk of Commission
Joyce Humphrey, Office Manager, II
Kevin Barkley, Dir., Solid Waste Department

NEWS MEDIA:

Phillip Ramati, The Telegraph
Anita Oh, 13 WMAZ
Alexa Rodriguez, 41 WMGT

Noell Saunders, WGXA TV
Skyler Henry, WMGT

VISITORS/GUESTS:

Joe Tharpe, Citizen

1. Approval of Minutes from Meeting on May 12, 2015

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner DeFore, and carried to approve the minutes of the May 12, 2015 meeting as presented. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.

2. Adoption of Solid Waste Plan

A. A resolution adopting the Macon-Bibb County Solid Waste and Materials Management Plan.

Discussion:

Kevin Barkley, Director of Solid Waste Department, reviewed the plan and advised that the Legislature of the State of Georgia require that all communities prepare a Solid Waste Management Plan in compliance with prescribed standards and adopt said plan by resolution by its governing body. He further advised that the 2016-2025 Solid Waste and Materials Management Plan satisfies all applicable standards of the Georgia Comprehensive Solid Waste Management Act.
Mayor Reichert thanked Mr. Barkley for his efforts in laying out a road map to close the Walker Road Landfill that is difficult to maintain. He advised that it would cost an estimated 30 to 50 million dollars to close the landfill and that partial funding of the closure could be a project for the next SPLOST.

**ACTION:**

*On motion of Commissioner Bechtel, seconded by Commissioner Tillman, and carried to approve the resolution adopting the Macon-Bibb County Solid Waste and Materials Management Plan. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.*

3. **Transfer of properties for Jefferson Long Park**

A. A resolution to authorize the Mayor to accept the transfers of the parcels of property located at 416 Pursley Street, 424 Pursley Street, 430 Pursley Street, 436 Pursley Street, 442 Pursley Street and 448 Pursley Street from the Macon-Bibb County Land Bank Authority for Jefferson Long Park.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Bechtel, and carried to approve the resolution transferring the properties from the Macon-Bibb County Land Bank Authority for Jefferson Long Park. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.*

4. **Granting encroachment for Historic Hills and Heights Development**

A. A resolution authorizing the Mayor to grant an encroachment totaling 2,940 square feet for property located at 978 Elm Street to Historic Hills And Heights Development for the fair market value of $3,675.00.

**ACTION:**

*On motion of Commissioner Bechtel, seconded by Commissioner Shepherd, and carried to approve the resolution to grant the encroachment for property located at 978 Elm Street to Historic Hills and Heights Development for the fair market value of $3,675.00. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.*

5. **Macon Area Transportation Study**

A. A resolution authorizing the Mayor to execute a multi-party agreement with Jones County, Monroe County, the Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional Commission, the Macon-Bibb County Transit Authority, and the Georgia Department of Transportation to perform a continuing comprehensive, cooperative urban transportation planning process known as the "Macon Area Transportation Study"; and for other purposes.

**Discussion:**

Mayor Reichert reported that the Charter for Payne City has been rescinded by the Georgia General Assembly and Payne City is now incorporated into Macon-Bibb County.
ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Bechtel, and carried to approve the resolution to authorize the Mayor to execute a multi-party agreement with the agencies to perform a continuing, comprehensive, cooperative urban transportation planning process known as the Macon Area Transportation Study. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.

6. Dispose of Property on Rose Place

A. A resolution authorizing the Mayor to dispose of that portion of rose place located 187+/- feet west of orange street, by quit-claiming said property to Mount De Sales Academy for its fair market value and closing and abandoning the same and authorizing the Mayor to convey a landscaping easement to Mount De Sales Academy of up to 10 feet along the northern edge of the right-of-way of Rose Place to allow for the construction of new sidewalks and angled parking along the remaining portion of Rose Place located west of Orange Street.

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Tillman, and carried to approve the resolution to authorize the Mayor to dispose of that portion of Rose Place as described by selling it by quit claim deed to Mount De Sales Academy for its fair market value of $45,000 and to authorize up to a 10 feet easement for construction of new sidewalks and angled parking. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.

7. SPLOST funds for road and street improvements on Telfair Street

A. A resolution authorizing the settlement of all claims pending in Bibb County Superior Court Civil Action styled Geraldine Polite V. City Of Macon, Bibb County, Georgia, and ABC, Inc., Civil Action File No. 13cv58568 and authorizing the Macon-Bibb County Engineering and Public Works Departments to use SPLOST funds designated for road and street improvements to repair and improve the sidewalk and adjacent areas on Telfair Street which was the subject of said litigation.

Discussion:

County Attorney Judd Drake, reported that the plaintiff has agreed to settle all claims against the City of Macon in exchange for the sum of $30,000.00. He advised that is in the best interest to settle all claims arising out of the alleged facts, but admitting no liability. He further advised that the resolution will also authorize the use of SPLOST funds designated for road and street improvements to repair and improve the sidewalk and adjacent areas on Telfair Street.

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd, and carried to approve the resolution to authorize the settlement of all claims pending in Bibb County Superior Court Civil Action styled Geraldine Polite V. City of Macon, Bibb County, Georgia and ABC, Inc. and authorizing the use of SPLOST funds to repair and improve sidewalk and adjacent areas on Telfair Street. Commissioners Jones, Tillman, Bechtel, DeFore and Shepherd voted in the affirmative.
8. Barnes Ferry Road

A. Discussion on the rezoning of 2048 Barnes Ferry Road to allow a rail spur to serve a rail pipeline loading station for ethanol.

Discussion:

Commissioner Elaine Lucas expressed concerns regarding health and safety issues and support for the Barnes Ferry Citizens Group in getting a response regarding the contamination issue.

The Committee requested that County Attorney Judd Drake prepare a letter of support for the Barnes Ferry Citizens Group expressing concerns on health and safety issues for the residents.

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

Prepared by:

Joyce R. Humphrey, CMC
Office Manager II

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY ACCESS AGREEMENT WITH PRODIGY HOLDINGS, LLC FOR THE USE OF EXCESS RIGHT-OF-WAY LOCATED ON 6TH STREET IN EXCHANGE FOR THE CLEAN-UP, MAINTENANCE, AND UPKEEP OF THE AREA PENDING THE DEVELOPMENT OF A MASTER PLAN FOR THE AREA; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the right-of-way along 6th Street in Macon, Georgia; and

WHEREAS, Prodigy Holdings, LLC owns the property located at 454 Terminal Avenue and the back portion of this parcel is located on 6th Street; and

WHEREAS, Prodigy Holdings, LLC also owns the adjoining and adjacent parcels surrounding the 6th Street right-of-way from the corner of 6th Street and Poplar Street and has requested to purchase an encroachment into said right-of-way; and

WHEREAS, Macon-Bibb County is in the infant stages of developing a master plan for the development and repurposing of the Lower Cherry Street area, which encompasses the 6th Street right-of-way being requested for said encroachment; and

WHEREAS, as such, Macon-Bibb County desires to maintain ownership of the excess right-of-way located off 6th Street in order to properly develop a master plan in the future for further development of the area; and

WHEREAS, the current right-of-way in question contains approximately 22,275 square feet from the corner of 6th Street and Poplar Street in a twenty-five foot (25) strip extending approximately eight hundred and ninety-one feet (891) north east toward Walnut Street and is currently unimproved land with brush and debris located throughout the area; and

WHEREAS, a map, plat, and pictures of the area have been attached hereto as Exhibit A; and

WHEREAS, upon further discussions with Prodigy Holdings LLC, Prodigy Holdings LLC will agree to remove the brush and debris located in the area, and maintain the upkeep of the area in exchange for a temporary access agreement to use the area for parking and removable improvements until further action is taken to develop a master plan for the area; and

WHEREAS, an appraisal of the property has been conducted by Michael K. Owns (Certified Real Estate Appraiser #264823), and has valued the property at twenty-two cents ($0.22) per square foot; and

Page 1 of 35
WHEREAS, a copy of this appraisal has been attached hereto as Exhibit B for review and reference purposes; and

WHEREAS, this temporary access agreement would allow Prodigy Holdings LLC to improve the area and benefit Macon-Bibb County by providing for improvements to current County owned property; and

WHEREAS, this agreement will allow for Prodigy Holdings LLC to use this area as additional parking or for non-permanent improvements and shall be subject to termination upon Prodigy Holdings LLC’s failure to maintain the area or upon notice by the County to Prodigy Holdings LLC that the temporary license is being terminated; and

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

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to execute any documents necessary and to take all further actions necessary to execute a temporary license for use of the excess right-of-way located off the corner of 6th Street and Poplar Street and more fully defined in the attached Exhibit A, in exchange for the clean-up, maintenance, and upkeep of the year; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the said agreement shall be subject to termination upon Prodigy Holdings LLC’s failure to maintain the area or upon notice by the County to Prodigy Holdings LLC that the temporary license is being terminated with said agreement to be in a form to be approved by the County Attorney’s Office.

SO RESOLVED this ______ day of ________________, 2015.

By: __________________________
ROBERT A.B. REICHERT, Mayor

Attest: _________________________
JEAN S. HOWARD, Clerk of Commission
Acquisition Area – Front View of Subject Improvement
March 31, 2015

Macon-Bibb County Commission
700 Poplar Street
Macon, Ga 31201

Re: Sixth Street R/W Encroachment

Board of Commissioners:

On behalf of Prodigy Holdings, LLC. we are requesting the opportunity to purchase right-of-way property from Macon-Bibb County. Mr. Patterson, owner of Prodigy Woodworks, has maintained the right-of-way in front of his property at 454 Terminal Ave. for several years now. Maintenance tasks he has preformed include removal of discarded tires, trash, and cutting overgrown vegetation. Mr. Patterson wishes to acquire this additional property for better access to his adjacent business and residence. Please consider this an opportunity to add to the tax base for Macon-Bibb while removing maintenance from Public Works and allowing Mr. Patterson to continue the operations of his business.

Respectfully,

Matthew T. Widner, B.L.A.
PRODIGY WOODWORKS, LLC
484 TERMINAL AVENUE
MACON, GA 31202

PAY TO THE ORDER OF: Macon-Bibb County

Five Hundred and 00/100th

Macon-Bibb County

PRODIGY WOODWORKS, LLC

Macon-Bibb County

property assessment

4/1/2015
500.00

Capital City Bank

500.00

ATTACHMENT 2.A
SUMMARY APPRAISAL REPORT

Section 1 - Project Identification

File Number: 14047-R   County: Bibb

Section 2 - Parcel Identification

Improvement Address
Street Address: 454 Terminal Avenue
City/County: Macon / Bibb County
Tax Parcel ID: Map: R081; Parcel:0076
Fee Owner(s) Name: Prodigy Holdings LLC
Fee Owner(s) Telephone Number: NA
Fee Owner(s) Address: 454 Terminal Avenue
Macon, GA 31201

Appraised Site:
The site appraised is a 25' x 891' strip of land, that is currently part of the right of way located on 6th Street, Macon GA. This strip currently doesn't have its own address or parcel number.

The owner of the strip of land is the City of Macon.

Section 3 - Owner Contact/Ownership Interests

The owner of the strip of land is the City of Macon.

Contact
Person Contacted for assignment
Matt Widner (name)
Date/Method of Contact
In person as of 3/24/2015 (date)

Inspection Date of Inspection
March 29, 2015 (date)
Owner/representative on Inspection No.

Underground Items
Underground Storage Tanks N/A (in R/W, information)
Septic System/Wells N/A (in R/W, location)
Underground Sprinklers N/A (in R/W, information)
Other N/A (in R/W, location)

TITLE HISTORY

Transfers of title have occurred within the past five years (yes or no): Yes
If yes, five year censureation of title to real property, source of information, include all pertinent sales data if transaction occurred: NOTE The transfer of the improvements at 454 Terminal Avenue.

<table>
<thead>
<tr>
<th>Most Recent Sale</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grantor/Grantee:</strong></td>
<td><strong>U D C Realty LLC/Prodigy Holdings</strong></td>
</tr>
<tr>
<td><strong>Deed Book/Page:</strong></td>
<td><strong>9038/9</strong></td>
</tr>
<tr>
<td><strong>Sale Date:</strong></td>
<td><strong>June 25, 2013</strong></td>
</tr>
<tr>
<td><strong>Consideration:</strong></td>
<td><strong>$440,000</strong></td>
</tr>
<tr>
<td><strong>Financing:</strong></td>
<td><strong>Unknown</strong></td>
</tr>
<tr>
<td><strong>Zoning at Sale:</strong></td>
<td><strong>C-3</strong></td>
</tr>
<tr>
<td><strong>Verification:</strong></td>
<td><strong>Bibb County Tax and Superior Court Records</strong></td>
</tr>
<tr>
<td><strong>Conditions of Sale:</strong></td>
<td><strong>Unknown</strong></td>
</tr>
<tr>
<td><strong>Highest &amp; Best Use at sale:</strong></td>
<td><strong>Commercial Development</strong></td>
</tr>
<tr>
<td><strong>Use at Sale:</strong></td>
<td><strong>Commercial Building</strong></td>
</tr>
<tr>
<td><strong>Total Area (land/building):</strong></td>
<td><strong>2.46 +/- Acres</strong></td>
</tr>
<tr>
<td><strong>Remarks:</strong></td>
<td><strong>The subject of this report is a 25’ x 89’1” strip of land that is currently part of the right of way for 6th street. This strip of land is on the rear of the commercial building with the address of 454 Terminal Avenue, Macon GA 31201</strong></td>
</tr>
</tbody>
</table>

**PHYSICAL HISTORY**

<table>
<thead>
<tr>
<th>Current Use:</th>
<th>Part of 6th Street Right of Way.</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Years of Use:</td>
<td>NA</td>
</tr>
<tr>
<td>Previous Use (if current use less than 5 years):</td>
<td>NA</td>
</tr>
<tr>
<td>Anticipate Use (if change anticipated):</td>
<td>Would become part of the site known as 454 Terminal Avenue, Macon GA (Parcel R081-0070)</td>
</tr>
</tbody>
</table>
### OTHER PROPERTY INTERESTS

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessee</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sublessee</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade Fixtures</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Easements</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Estate</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This report is intended for use by the client only

**Purpose and Intended use of the appraisal:** To complete an appraisal and conform to the permanent addition to the site known as 454 Terminal Avenue, as shown in the addendum section of the report.

**Intended client and intended user of the appraisal:** Prodigy Holdings LLC of Macon Georgia.

**Property rights being appraised and property rights proposed for acquisition:** Fee simple

Refer to Addendum.

**State and reference a definition of the value to be estimated:**

**Exposure Time:**

Assumed to be adequate, sufficient, and reasonable. Effort for exposure is assumed to be adequate, sufficient and reasonable. Both items are assumed to precede the effective date of value. The time frame is an integral part of the appraisal analysis and is based on one or more of the following:

- Statistical information about days on the market
- Information gathered through sales verification; and
- Interviews of market participants

The permanent addition to parcel R081-0076 is a 25' x 891' strip of land located in the City of Macon. A limited number of vacant industrial sites have sold and of the limited number that have sold they were all larger. The marketing time for the properties were varied, with some having longer than usual marketing times. The information was gathered from Loopnet a commercial multi listing service and verified by public tax records and when possible conversations with the realtors involved.

**Easements (type, definitions):** Typical utility easements only.

**Appraisal Type:**

- **Total Acquisition**
  - x Vacant land (a 25' x 891' strip of land currently part of the 6th Street R/W)

- **Partial Acquisition**
  - Land (All Types) - No impact on remainder
  - With _____ Without _____ Site Improvements
Scope of Assignment - Extent and process of collecting, confirming and reporting all data, report:

Because the Cost and Income approaches are not relevant to the appraisal of the subject property, these approaches were omitted. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. The appraisers are not responsible for unauthorized use of this report.

Describe any special limitations: All Limiting Conditions and Assumptions which affect the analyses, opinions, and conclusions are included in the Addendum of this report. The appraiser has the knowledge and expertise to complete this assignment competently or has disclosed the lack of knowledge, taken any necessary or appropriate steps to complete this assignment, and described these steps herein.

Section 5 - Local Government Requirements
Zoning - Note this is for improved site and it is assumed that the zoning would remain the same for the additional strip of land.
Classification: M-2, Heavy Industrial District
Government Jurisdiction: City of Macon/Bibb County Planning and Zoning Office
Permitted and Conditional Uses: Permitted and conditional uses shall be as provided in Chapter 17 Sec. 17.02 (attached in addendum), “Permitted Uses in Zoning Districts.”

Remarks: Properties surrounding the subject are all like type properties.
Chapter 17 - M-2—HEAVY INDUSTRIAL DISTRICT
Section 17.01. - Intent.

The M-2 Heavy Industrial District is intended to provide appropriate locations for any use which may be obnoxious or offensive by reason of emission of odors, dust, smoke, gas, noise, or vibration. Residential uses are prohibited in this district.

Section 17.02. - Permitted uses.


[2] Theaters, including drive-in theaters, provided that for drive-in theaters acceleration and deceleration lanes of at least two hundred (200) feet in length are provided for the use of vehicles entering or leaving the theater and the volume or concentration of traffic will not constitute a safety hazard or unduly impede highway traffic movement, and provided that the screen is not visible from any expressway, freeway, or arterial or collector street located within two thousand (2,000) feet of such area.


[5] Commercial parking garages or lots, provided that no entrance or exit will be on the same side of the street and within the same block as a school and that curb breaks be limited to two (2) for each one hundred (100) feet of street frontage, each not to exceed thirty (30) feet in width and not located closer than twenty (20) feet to a street intersection.

[6] Truck terminals, provided that acceleration and deceleration lanes of at least two hundred (200) feet long are provided for trucks entering or leaving the site and that the truck traffic so generated will not create a safety hazard or unduly impede traffic movement.


[9] Development of natural resources, including the removal of minerals and natural materials together with necessary buildings, machinery, and appurtenances related thereto, provided the requirements of Section 23.17 are met.

[10] Trade shops, including sheet metal, roofing, upholstering, electrical, plumbing, venetian blind, cabinet making and carpentry, rug and carpet cleaning, and sign painting, provided operations are conducted entirely within a building.

[11] Agriculture, forestry, livestock and poultry production, provided that the operation is conducted on a tract of land not less than ten (10) acres in area and that no structure containing poultry or livestock and no storage of manure or odor- or dust-producing substance or use shall be located within two hundred (200) feet of a property line.

[12] Dwellings, excluding mobile homes, for the exclusive use of a watchman or caretaker when located on the same tract as the Industrial use, and subject to all dimensional and area requirements of R-3 Multifamily Residential District.

[13] Food processing plants, such as bakeries, meat packers, or fish and poultry houses.


[15]...
Manufacturing, processing, fabrication, repairing and servicing of any product except those conditional uses set forth in Section 17.03, or any other use that may endanger the public health, welfare, and safety.

[16] Accessory buildings and uses located either on the same lot or parcel of land as the main structure or an adjoining lot or parcel of land under the same ownership and customarily incidental to the permitted or conditional use, provided that the requirements of Section 4.07 are met. (Amended October 22, 1990, ZA90-10-01)

[17] Communication towers and antennas subject to the requirements of Section 23.22

(Aded October 12, 1997, ZA97-10-01)

Section 17.03 - Conditional uses.


[2] Reserved. (Deleted March 23, 2009, ZA09-03-01)

[3] Motels and hotels when located adjacent to a state or federal highway and containing a minimum lot area of forty thousand (40,000) square feet.

[4] Outside aboveground tanks for the storage of gasoline, liquefied petroleum gas, oil, or other inflammable liquids or gases, but not when located within five hundred (500) feet of any residential district.

[5] Junkyards (automobile wrecking yard), provided the following provisions are met:
   (a) No such operation shall be permitted to be located closer than three hundred (300) feet to a residential district and no closer than fifty (50) feet to any property line;
   (b) No such operation shall be permitted to be located on or facing a state or federal highway;
   (c) All such operations, except driveway areas, shall be completely enclosed by an opaque fence or wall, having a minimum height of six (6) feet, but in no case less than such a height as will effectively screen all operations from view; and
   (d) The number of vehicular driveways permitted on any single street frontage shall be limited to one (1) per five hundred (500) feet with a maximum of twenty (20) feet driveway width.

[6] Mobile home units for the exclusive use of a watchman or caretaker when located on the same tract as the industrial use and subject to all dimensional and area requirements of the R-3 district, provided the unit meets the requirements of mobile home units located in a mobile home park as specified by the Macon-Bibb County Bureau of Inspections and Fees.

[7] Manufacturing, processing, fabrication, repairing and servicing of any commodity or product such as the following:
   (a) Manufacturing of acetylene gas or storage thereof; acid, asbestos, ammonia, bleaching powder or chlorine, asphalt or products thereof; cement, lime gypsum or plaster of Paris, coal tar or derivatives thereof; creosote or creosote treatment, clay, tile or vitrified products, emery cloth or sand paper, explosives or fireworks or storage thereof; fertilizer, glue or gelatine, linoleum, matches, paint, oil, shellac, turpentine or varnish, rubber and soda compounds; and alcohol distillation; and
   (b)
Petroleum refining, toning, curing, storage of hides and skins, boiler works, foundry or forge operations, incineration, reduction or dumping of offal, dead animals, garbage or refuse, fat rendering, junk iron, rags, storage and baling, and distillation of bones, coal, or wood.

[8] Sanitary landfills, subject to the requirements of Section 23.14.

[9] Shopping centers, provided that the guidelines contained in Section 23.12 governing the construction of shopping centers are met.

[10] Any retail uses that are consistent with the heavy industrial character of the district, including products manufactured on the premises and the following:
   (a) Electrical supplies;
   (b) Heating and plumbing equipment;
   (c) Dairy products;
   (d) Bakeries;
   (e) Sporting goods and recreational equipment;
   (f) Farm and garden supplies;
   (g) Home building supplies;
   (h) Appliance stores including repairs and service;
   (i) Furniture and home furnishings stores;
   (j) Tires, batteries and other automotive accessories, including the installation of accessories sold; and
   (k) Clothing, shoe, millinery, dry good and notion stores.


[12] Resered. (Deleted March 29, 2009, ZA09-03-01)

[13] Trade or business schools, colleges and universities. (Added December 16, 1985, ZA85-12-01)

[14] Mini-warehouses, subject to the following conditions:
   (a) Shall be limited to storage only.
   (b) All storage shall be within the building area.
   (c) No auctions or commercial sales or uses shall be conducted on the site.
   (d) A landscaping and landscaping plan shall be approved by the commission. (Added February 13, 1989, ZA89-02-01)

[15] Kindergartens, playschools, and day care centers, provided the requirements in Section 23.13 are met. (Amended July 23, 2007, ZA07-07-03)

[16] Communication towers and antennas subject to the requirements of Section 23.22. (Added October 12, 1997, ZA97-10-01)

Section 17.03.0‘. - Special exceptions.

Adult entertainment establishments provided such establishment is in compliance with the performance standards set out in Section 23.25. (Added July 22, 2001, ZA01-07-03)

Section 17.04. - Lot and area requirements.

None, except that no development or construction shall be located on a tract containing less than
ten thousand (10,000) square feet.

Section 17.05 - Yard requirements (building setback distance).

The following minimum setback requirements shall be provided for all buildings or structures, as measured from:

<table>
<thead>
<tr>
<th>1</th>
<th>Arterial and collector right-of-way lines:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Front yard .....</td>
</tr>
<tr>
<td>(b)</td>
<td>Rear yard .....</td>
</tr>
<tr>
<td>(c)</td>
<td>Side yard .....</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Minor street right-of-way lines:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Front yard .....</td>
</tr>
<tr>
<td>(b)</td>
<td>Rear yard .....</td>
</tr>
<tr>
<td>(c)</td>
<td>Side yard .....</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Interior lot lines:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Front yard .....</td>
</tr>
<tr>
<td>(b)</td>
<td>Rear yard .....</td>
</tr>
<tr>
<td>(c)</td>
<td>Side yard .....</td>
</tr>
</tbody>
</table>

| 4 | Special setbacks ....... See Section 32.09 |

Section 17.06 - Building height requirements.
The maximum permitted height for buildings and structures shall be thirty-five (35) feet, except as allowed by Section 4.03. The commission may, however, allow construction and erection of buildings or structures exceeding thirty-five (35) feet in height, except that any application to exceed the maximum permitted height shall be treated as an application for a conditional use.

Section 17.07. - Off-street parking and loading space regulations.

Spaces for off-street parking and provisions for loading and unloading spaces shall be provided in accordance with the provisions of Chapter 25.

Section 17.08. - Signs.

Signs as allowed in this zoning district shall comply with the provisions of Chapter 25.
Section 6 - Property Description

Property Location: 25' x 891' Strip along 6th Street R/W, Macon Georgia

LAND
size: 25' x 891' = 22,275 square feet or 0.511 acres
shape: Rectangular
frontage: Site is part of the right of way along 6th Street.
grade: Site is near the grade with some below grade areas.
drainage: No drainage problems noted.
FEMA Map No./Date of Map: Panel No. 13021C0153F; effective date of April 2, 2007.
floodplain/wetlands: No flood hazard areas shown for subject property.
private utilities: None
public utilities: All Public Utilities
access/driveways: Average onto 6th Street.
exposure: Average exposure.
adjoining uses: Heavy Industrial

Section 7 - Description of the Part to be Acquired
Permanent addition to 454 Terminal Avenue (Parcel # R081-0076)

*The easement area was calculated by the appraiser using engineer drawings supplied by the client.

IMPROVEMENTS

No structural improvements are within the acquisition area.

size: Increased from 2.46 acres to 2.97 acres
shape: No changes
topography: No changes
grade: Site will be near the road grade or as before.
access/driveways: No change.
exposure: Unchanged
parking: Additional area for future parking.
describe cross sections: No significant changes.
other: N/A

How does the acquisition affect the value of the remainder? Allows for future addition such as parking or fencing.
Section 9 - Highest and Best Use

Assemblage with parcel R081-0076

Section 10 – Valuation Before Acquisition

APPRAISAL PROCEDURE

The three generally accepted methods of valuing real property are the Cost, Sales Comparison, and Income Capitalization Approaches. Each of these approaches are important and different in their technique in solving the valuation problem. In the appraisal of unimproved land it is generally agreed that the Sales Comparison Approach is the better guide. The Cost Approach and the Income Capitalization Approach will not be used in this analysis. Sufficient market transactions are available to analyze the competitive market position of the subject, and therefore, the Sales Comparison Approach is the only relevant method of valuation for the subject property.

MARKET/SALES COMPARISON APPROACH

1) Narrative Analysis

An explanation of adjustments will follow the grid.

2) Grid

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Sale Date</th>
<th>Sales Price</th>
<th>Site Size in Square Feet</th>
<th>Sales Price Per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>515 8th Street, Macon</td>
<td>9/15/2014</td>
<td>$35,000</td>
<td>41,618</td>
<td>$0.84</td>
</tr>
<tr>
<td>2</td>
<td>315 Broadway, Macon</td>
<td>5/30/2014</td>
<td>$25,000</td>
<td>43,560</td>
<td>$0.56</td>
</tr>
<tr>
<td>3</td>
<td>455 Debbie Court, Macon</td>
<td>6/18/2013</td>
<td>$45,000</td>
<td>132,335</td>
<td>$0.34</td>
</tr>
<tr>
<td></td>
<td><strong>MEAN</strong></td>
<td></td>
<td><strong>$35,000</strong></td>
<td><strong>43,839</strong></td>
<td><strong>$0.80</strong></td>
</tr>
</tbody>
</table>

The comparable sales indicate a value range from $0.21 to $0.84 per square foot with a mean of $0.50. Each sale is considered comparable to the subject in regard to use and zoning.

The subject is a long narrow strip of land that is currently part of the 6th Street right of way. It currently meets no other criteria to be developed. As per the zoning setbacks it is currently not wide enough to build. Therefore the value of this site other than that of a R/W is diminished. It however does carry value as assemblage with the current site address as 454 Terminal Avenue.
Based upon these sales, the market value of the subject site, as vacant, was estimated at $0.22 per square foot as of March 31, 2015, 2012, or

$0.22 \times 22,275 \text{ square feet} = $4,900.5 \text{ say } $4,900

Section 11 – Estimate of Value, Part to be Acquired

_Easement Valuation:_

Define Assemblage Type: The 22,275 strip of current right of way on 6th Street to be assembled with 454 Terminal Avenue.

Market Value of Site:

$0.22 \times 22,275 \text{ SF} = $4,900.50 \text{ say } $4,900.00

Section 12 – Cost to Cure

The subject property will not be adversely affected in any way that would require a cost to cure estimate.

Section 13 – Other Compensation

Damages to Trade Fixtures: None
RECONCILIATION

Considering all the pertinent facts and economic conditions of the subject property and the comparisons made of these sales, $0.22 per square foot best reflects the value of the subject via the Sales Comparison Approach. Accordingly, the market value of the subject property by the Sales Comparison Approach in "as is" condition as of March 28, 2015 was:

Indicated Market Value by Sales Comparison Approach

22,275 SF @ $0.22 PSF = $4,900.50

Rounded: $4,900.00

VALUE IN "AS IS" CONDITION
22,275 SQUARE FOOT SITE
VIA THE SALES COMPARISON APPROACH
AS OF MARCH 28, 2015
$4,900.00
FOUR THOUSAND NINE HUNDRED DOLLARS
CERTIFICATION OF APPRAISER

CITY OF FORSYTH  PROJECT NUMBER City -22 -8202
COUNTY OF MONROE

I Hereby Certify:
That I have personally inspected the property appraised herein and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal. That Michael K. Owens provided significant professional assistance to the appraiser in completion of this report.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true and correct, the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraiser is currently certified under the continuing education program of the State of Georgia through the date October 31, 2015.

That I understand that such appraisal may be used in connection with the acquisition of permanent strip of land for assemblage to the site currently addressed and known as 454 Terminal Avenue, Macon GA.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. That I have no personal interest in or bias with respect to the parties involved and that I have no present or prospective interest in the property that is the subject of this report.

That I have not revealed the findings and results of such appraisal to anyone other than the client or the clients representative and I will not do so until so authorized by said clients, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of just compensation for the acquisition as of the 28th day of March, 2015 was $4,800.00 based upon my independent appraisal and the exercise of my professional judgment.

Name: Michael K. Owens  Date: April 2, 2015

Telephone Number: 478-747-1673

Appraiser's Signature:  Address: 1351 Trails End Drive
                     Macon, GA 31220
LIMITING CONDITIONS

This appraisal is made subject to the following:

1. That the legal description is correct.

2. No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable. Any existing liens or encumbrances have been disregarded, and the property is appraised as free and clear and under competent management unless otherwise stipulated in this report.

3. Any sketches appearing in this report are for illustrative purposes only and do not carry any legal responsibility as to size, scale, or dimensions.

4. Information furnished by others is assumed to be correct and reliable but is not guaranteed by the appraisers, nor is responsibility for this data accepted.

5. Possession of this report does not carry with it the right to publication, nor may it be used for any purpose by anyone but the recipient without the written consent of the appraisers.

6. Furthermore, any representations contained herein are not made for the purpose of inducing reliance or actions there upon by third parties who are not a party to this agreement or who have requested this appraisal. Those not in privity with the undersigned rely upon any representations contained herein only at their own peril.

7. The appraisers are not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have previously been made. In the event prior arrangements have been made and accepted by the appraisers then the date of value used herein may possibly be the date of a hearing or trial; the appraisers reserve the right to consider and evaluate additional data that becomes available between the date of this report and the date of trial and to make any adjustments to the value opinions that may be required.

8. Distribution between land, buildings, and furniture, fixtures, and equipment as reported applies only under current utilization and must not be used in any other manner.

9. This valuation must not be used in conjunction with any other appraisal. Also, the valuation is predicated specifically on a certain date after which such valuation could change.

10. It is assumed there are no unapparent conditions of the property, subsoil, minerals, or structures which would render it more or less valuable than comparable properties.
LIMITING CONDITIONS

11. The appraisers are not qualified to detect such substances as asbestos, radon gas, PCB, ureaformaldehyde, foam insulation, or any other toxic, hazardous, or contaminated substances which may be considered hazardous or potentially hazardous. Unless otherwise stated in this report, the existence of such above mentioned materials was not observed by the appraisers or taken into consideration in this report. The appraisers have no knowledge of the existence of such material on the property to include land and all improvements. If such substances were present, it could affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. If concerned with the existence of such substances, the appraisers urge the client to retain the service of a qualified, independent engineer or contractor to determine the existence and the extent of any hazardous materials, as well as the cost associated with any required or desired treatment or removal thereof.

12. Financial projections are based on information and data as of the date of inspection. No guarantee as to future supply, demand or rental rates can be made as unforeseen events may occur.

13. That the appraisers have personally inspected the subject property and find no obvious evidence of structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements for hidden defects or conformity to earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.

14. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

15. Additional appraisals can be provided, including photographs, exhibits, and original signatures, for $100 per appraisal. Reproductions without photographs and original exhibits can be provided for $40.00 per copy.

16. Acceptance or use of this appraisal report denotes approval and acceptance of the limiting conditions.
ADDENDUM
LOCATION
WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF BIBB.

THIS INDENTURE, made this 29th day of June, 2013, between U D C REALTY, LLC, of the State of Georgia and County of Bibb, hereinafter called the "First Party," and PRODIGY HOLDINGS, LLC of the State of Georgia and County of Bibb, hereinafter called the "Second Party,"

WITNESSETH: That the First Party, for and in consideration of the sum of One Hundred Dollars ($100.00) and other valuable considerations, cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents, grant, sell, convey and confirm unto the Second Party, all of the following described property, to wit:

SEE ATTACHED EXHIBIT "A" FOR A COMPLETE DESCRIPTION OF THE PROPERTY KNOWN AS 454 TERMINAL AVENUE AND 340 SIXTH STREET, MACON, GEORGIA 31201.

TO HAVE AND TO HOLD the said bounded premises, together with all and singular the rights, easements and appurtenances thereto belonging or in any wise appertaining to every proper use, benefit and behalf of the Second Party, its heirs, executors, administrators and assigns in FEE SIMPLE.

And the First Party, its heirs, executors, and administrators, will warrant and forever defend the right and title to the above-described property unto the Second Party, its heirs, executors, administrators and assigns, against the lawful claims and demands of all persons whatsoever.
Additionally, pursuant to Section 19 of the Purchase and Sale Agreement dated May 15, 2013, the First Party shall have a right of first refusal for as long as there is an unpaid balance on the Promissory Note dated June 23, 2013 evidencing the Second Party's obligation to repay the loan from the First Party, which right of first refusal is further described in the attached Exhibit "B."

IN WITNESS WHEREOF, the First Party has signed, sealed and delivered these presents, the day and year first above written.

UDA REACT, LLC.

By:

[Signature]

Geil H. Mansfield, CFO

Signed, sealed and delivered in the presence of:

[Signature]

(UNOFFICIAL WITNESS)

[Signature]

NOTARY PUBLIC

My commission expires: June 20, 2011

[AFFIX NOTARY SEAL HERE]

Annexed to Page Intentionally Left Blank
EXHIBIT "A"

454 TERMINAL AVENUE

ALL THAT TRACT OR PARCEL OF LAND above, lying and being in Part of Lots One (1) and Eight (8), Square 36 and Part of Lots One (1) and Eight (8) of Square 35, City of Macon, and more particularly described according to a plat prepared by Engineer J. G. Owen, dated June 21, 1976, and recorded in Plat Book 36, Page 109 in the office of the Clerk of Superior Court of Bibb County, Georgia, as follows:

BEGINNING at a point marked by an iron pin, designated on said plat as "Dell Home" and located at the westerly corner of the intersection of Terminal Avenue and Poplar Street as shown on said plat; thence north 21° 57' east a distance of 196.5 feet to a point marked by an iron pin; thence north 33° 19' east a distance of 159.0 feet to a point marked by an iron pin; thence north 34° 13' east a distance of 186.5 feet to a point marked by an iron pin; thence north 33° 19' east a distance of 143.1 feet to a point marked by an iron pin; thence north 34° 15' east a distance of 239.8 feet to a point marked by an iron pin; thence north 35° 09' east a distance of 62.5 feet to a point marked by an iron pin; thence north 55° 54' east a distance of 56.2 feet to a point; thence north 34° 51' west a distance of 239.8 feet to a point; thence north 55° 09' west a distance of 52.5 feet to a point marked by an iron pin, which point is the point of beginning.

ALSO, all that tracts or parcel of land situate, lying and being in Part of Lots one (1) and Eight (8), Square 36, and Part of Lots One (1) and Eight (8), Square 35, City of Macon, Bibb County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the original northwesterly boundary of the right of way of Sixth Street and the northerly boundary of Poplar Street, as fixed by previously granted covenants into Poplar Street, run thence northwesterly 90 feet at right angles to the exterior northwesterly boundary of Sixth Street, a distance of 25.0 feet into Sixth Street; run thence northwesterly and parallel to the northwesterly boundary of Sixth Street for a distance of 891.0 feet, cut thence southerly and perpendicular to the said northwesterly boundary of Sixth Street for 25.0 feet to a point where said boundary of Sixth Street is intersected by the centerline of a wall; run thence southerly and along said
northwesterly boundary of Sixth Street 491.0 feet to the point of beginning.

The above-described properties are the same properties described in a Warranty Deed dated 1988, from Dixie Distributing Company to Straight Eight Corporation, recorded in Deed Book 1721, Page 443, Said Clerk's Office.
# PROPERTY RECORD CARD DATA
For 454 Terminal Avenue

<table>
<thead>
<tr>
<th>Macon/Bibb County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Tax Assessors</td>
</tr>
</tbody>
</table>

**Owner Name:**
- **Name:** [Redacted]
- **Address:** 454 TERMINAL AVE
  - **City:** MACON, **State:** GA, **Zip:** 31201

**Property Information:**
- **Use:** Industrial
- **Accrual Date:** April 1, 2015
- **Assessor:** RCO-5079
- **City:** MACON
- **County:** Bibb
- **Exempt:** No

**Tax Year Value Information:**
- **Land Value:** $84,000
- **Improvement Value:** $165,817
- **Total Value:** $250,317

### Land Information

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Acres</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oth</td>
<td>3139</td>
<td>2.46</td>
<td>RA</td>
</tr>
</tbody>
</table>

### Improvement Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
<th>Actual Year Built</th>
<th>Effective Year Built</th>
<th>Footage of Building</th>
<th>Wall</th>
<th>FF</th>
<th>Finish</th>
<th>Heating</th>
<th>Exterior</th>
<th>Sketch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse - Storage Cover</td>
<td>$11,965</td>
<td>1984</td>
<td>1984</td>
<td>Floor</td>
<td>Roof</td>
<td>Finish</td>
<td>Lighting</td>
<td>Exterior</td>
<td>Sketch</td>
<td></td>
</tr>
<tr>
<td>Office Buildings Cover</td>
<td>$24,070</td>
<td>1984</td>
<td>1984</td>
<td>Floor</td>
<td>Wall</td>
<td>Finish</td>
<td>Heating</td>
<td>Exterior</td>
<td>Sketch</td>
<td></td>
</tr>
<tr>
<td>Warehouse - Showroom Cover</td>
<td>$24,110</td>
<td>1984</td>
<td>1984</td>
<td>Floor</td>
<td>Wall</td>
<td>Finish</td>
<td>Lighting</td>
<td>Exterior</td>
<td>Sketch</td>
<td></td>
</tr>
<tr>
<td>Warehouse - Showroom Cover</td>
<td>$11,311</td>
<td>1999</td>
<td>1999</td>
<td>Floor</td>
<td>Wall</td>
<td>Finish</td>
<td>Lighting</td>
<td>Exterior</td>
<td>Sketch</td>
<td></td>
</tr>
<tr>
<td>Warehouse - Showroom Cover</td>
<td>$40,261</td>
<td>1995</td>
<td>1995</td>
<td>Floor</td>
<td>Wall</td>
<td>Finish</td>
<td>Lighting</td>
<td>Exterior</td>
<td>Sketch</td>
<td></td>
</tr>
</tbody>
</table>

**Page 32 of 35**
APPRAISER’S LICENSE and E & O
STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

MICHAEL K. OWENS
264623
IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED RESIDENTIAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG
AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE
OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 12-3P-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE
PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

RONALD M. HECKMAN
JEFF A. LAWSON
KEITH STONE
Vice Chairperson

Marilyn R. Watts

30

Page 34 of 35
REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY

DECLARATIONS PAGE

This is a claims made and reported policy. Please read this policy and all endorsements and attachments carefully.

Policy Number: NUA909557
Renewal of Number:

1. NAMED INSURED: Michael K. Owans
   STREET ADDRESS: 1361 Trade End Drive
   Macon, GA 31220

2. POLICY PERIOD: Inception Date: 07/15/2014   Expiration Date: 07/15/2015
   Effective 12:01 a.m. Standard Time at the address of the Named Insured.

3. LIMITS OF LIABILITY:
   Each Claim: $500,000
   Aggregate: $1,000,000
   Claim Expenses have a separate Limit of Liability:
   Each Claim: $500,000
   Aggregate: $1,000,000

4. DEDUCTIBLE: Each Claim: $0
               Aggregate: $0

5. RETROACTIVE DATE: 07/15/2014
   If a date is indicated, this policy will not provide coverage for any claim arising out of any act, error, omission or personal injury which occurred before such date.

6. ANNUAL PREMIUM:
   $817.00

7. ENDORSEMENTS:
   This policy is made and accepted subject to the printed policy form together with the following form(s) or endorsement(s):
   AP 01 0022 05071, AP 01 0023 05071, AP 01 0024 05071, AP 01 0025 05071
   AP 10 0100 05071, AP 10 0110 05071

8. PRODUCER NAME: Mercer Consumer
   STREET ADDRESS: P. O. Box 8146
   Des Moines, IA 50306-8146

Authorized Representative

Producer Code: 20400
Class Code: 73128
Date: 07/17/2014
AP 100001 08 11 © Copyright 2011, General Star Management Company, Stamford, CT
Page 1 of 1
Tuesday, June 9, 2015
MACON - BIBB COUNTY COMMISSION WORK SESSION

LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. LAND BANK AUTHORITY
2. CHAPTER 24 OF THE CODE, STREETS AND SIDEWALKS
Tuesday, June 9, 2015
MACON - BIBB COUNTY COMMISSION PUBLIC HEARING FOR FY16 BUDGET

6:00 P.M.
COMMISSION CHAMBERS
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS
Tuesday, June 9, 2015
MACON - BIBB COUNTY COMMISSION PUBLIC HEARING FOR MIDDLE GEORGIA
EDUCATION CORRIDOR BUSINESS IMPROVEMENT DISTRICT

6:30 P.M. OR IMMEDIATELY FOLLOWING BUDGET HEARING
COMMISSION CHAMBERS
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLEINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS