

MINUTES
REGULAR MEETING OF THE MONTEZUMA
CITY COUNCIL

October 13, 2009

CALL TO ORDER: Mayor Willie J. Larry called the meeting to order at 6:00 P.M.

INVOCATION: The invocation was given by Council Member Ivey.

PRESENT: Mayor Willie J. Larry; Council Members; Charles Glover, Roy Barker, James Trask, Charles Ivey, Frank Lester and Norman Carter; Clerk/Administrator, Joyce Hardy; Police Captain, Charley Cannon; Fire Chief, David Trussell; Downtown Manager, Camille Bielby and City Attorney, Jon Coogle.

ACTIONS

MOTION #1 TO ACCEPT MINUTES OF REGULAR COUNCIL MEETING OF SEPTEMBER 8, 2009 AND SPECIAL CALLED COUNCIL MEETING OF SEPTEMBER 29, 2009 AS RECEIVED BY ALL MEMBERS.

MOTION BY: Mr. Glover
SECOND BY: Mr. Lester
VOTE: Unanimous in Favor Of

MOTION #2 TO APPROVE ALL ISSUES ON THE CONSENT AGENDA, AS FOLLOWS:

ADOPT RESOLUTION #520 TO ACCEPT 2009 CDBG STIMULUS GRANT FOR DRAINAGE IMPROVEMENT IN THE DOWNTOWN AREA (GRANT #09-cr-5112) AND ALL CONDITIONS ASSOCIATED WITH THIS GRANT. A copy of Resolution #520 is attached to and made a part of these Minutes. Attachment #1.

AWARD CONTRACT FOR ENGINEERING SERVICES FOR CDBG #09-cr-2009 TO OCMULGEE ENGINEERING AT A COST NOT TO EXCEED \$43,165. Total cost of this contract will be paid from grant proceeds. A copy of this contract is attached to and made a part of these Minutes. Attachment #2.

AWARD CONTRACT FOR ADMINISTERING CDBG #09-cr-2009 TO RIVER VALLEY REGIONAL COMMISSION AT A TOTAL COST OF \$24,743. A copy of this contract is attached to and made a part of these Minutes. Attachment #3.

AUTHORIZE PAYMENT OF \$14,500 TO ALBANY TRACTOR CO. FOR PURCHASE OF A BUSH HOG MOWER FOR THE STREET DEPARTMENT. This is a budgeted expense in the General Fund Budget. Amount budgeted - \$14,500.

ADOPT RESOLUTION 521 PROCLAIMING OCTOBER 23 TO 31ST, 2009 AS "RED RIBBON WEEK" IN MONTEZUMA. A copy of Resolution #521 is attached to and made a part of these Minutes. Attachment #4

MOTION BY: Mr. Lester
SECOND BY: Mr. Barker
VOTE: All in Favor

COMMITTEE REPORTS

MAYOR'S REPORT

Mayor Larry cleared up misinformation regarding Council Member Frank Lester and his wife, Assistant City Clerk, Angela Lester by stating: Council Member Frank Lester was duly elected in November 2005 and took office in January, 2006. Angela Lester was employed by the City by former City Manager, David Peaster, under Mayor Preston Williams on April 13, 1999.

FIRE & EMERGENCY SERVICES COMMITTEE – COUNCIL MEMBER CARTER

Reiterated the importance of using local labor on the downtown drainage project as much as possible.

POLICE COMMITTEE – COUNCIL MEMBER IVEY

Downtown Manager, Camille Bielby, brought back new contract wording so that extra measures are taken to assure local labor is hired for the CDBG project. She also informed that the administrative contract will not be signed until the wording is satisfactory.

WATER & SEWER UTILITIES COMMITTEE – COUNCIL MEMBER TRASK

No Further Report

STREETS, SANITATION CEMETERY & PARKS COMMITTEE – COUNCIL MEMBER GLOVER

No Further Report

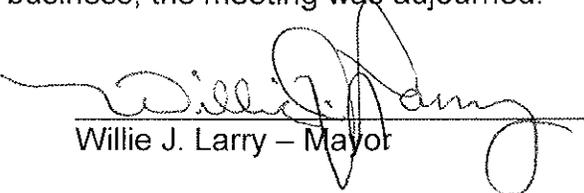
FINANCE, PERSONNEL & BUDGET COMMITTEE – COUNCIL MEMBER LESTER

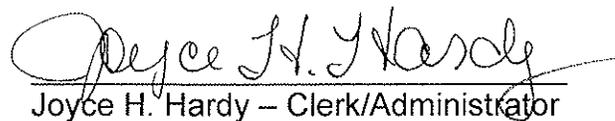
City Administrator, Joyce Hardy read aloud a letter thanking Chief Trussell for he & his department's response to a recent tragic auto accident. Mayor Larry announced that commendation letters will be prepared for all Montezuma fire personnel who responded.

PUBLIC PROPERTIES COMMITTEE – COUNCIL MEMBER BARKER

Council Member Barker requested that the City look into allowing yard sales & used item flea markets anywhere in the City Limits.

ADJOURN: With no further business, the meeting was adjourned.


Willie J. Larry – Mayor


Joyce H. Hardy – Clerk/Administrator

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
\$499,602.00 FEDERAL FISCAL YEAR 2009 SMALL CITIES,
COMMUNITY DEVELOPMENT BLOCK STIMULUS GRANT
FROM THE GEORGIA DEPARTMENT OF COMMUNITY
AFFAIRS**

WHEREAS, the Montezuma City Council possesses full legal authority to accept the Federal Fiscal Year 2009, Small Cities Community Development Block Grant funds incorporated in the Housing and Community Development Act of 1974, as Amended, from the Georgia Department of Community Affairs; and

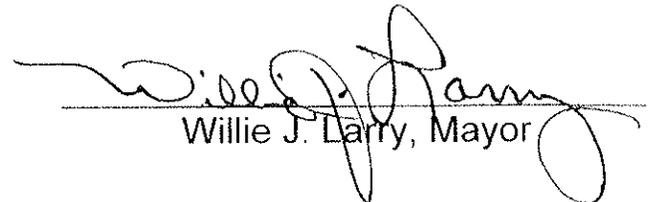
WHEREAS, the Montezuma City Council has found it needful and necessary to accept the grant of Community Development Block Grant funds;

NOW THEREFORE BE IT RESOLVED and it is hereby resolved that the Montezuma City Council approves and authorizes the signing of the Statement of CDBG Award, the Statement of General and Special Conditions, and the Civil Rights Certification; and

BE IT FURTHER RESOLVED that the Montezuma City Council directs the Mayor of the City of Montezuma to execute said Statement of CDBG Award, Statement of General and Special Conditions, and the Civil Rights Certification on behalf of the City, to furnish additional information as required by the Department of Community Affairs, and to do all those acts which are needful and necessary to expedite the undertaking of the CDBG project for which the grant will be utilized.

Approved this 13 th Day of October, 2009.

City of Montezuma, Georgia


Willie J. Larry, Mayor

ATTEST:


Joyce M. Hardy -Clerk/Administrator

CONTRACT FOR SERVICES
PROJECT NO. 09097
October 23, 2009

The following Contract for Services is an agreement between Ocmulgee Site & Environmental Services, Inc. (Ocmulgee) and The City of Montezuma, Georgia (Client) with the terms specified herein. Ocmulgee agrees to perform the following tasks for the associated fee.

Project Name: Montezuma Levee Pump Station and Drainage Improvement Project
Project Location: Montezuma, GA

Background

From my understanding, the City of Montezuma is in need of improvements and upgrade of an existing pump station and storm drainage system in the Beaver Street area of Downtown Montezuma. Listed below are the expected improvements required to complete the desired work.

- 1) Upgrade of Existing Pump Station
 - Replace existing three (3) pumps with larger more efficient pumps
 - Replacement of existing piping in pump station
 - Refurbish gate at outlet end of culvert at Beaver Creek
 - Install actuator to mechanize operation of gate valve at outlet end of culvert at Beaver Creek
 - Clean out the headwall at Beaver Creek
 - Install back-up generator for stormwater pump station with potentially utilizing generator to serve sanitary sewer lift station adjacent to the site
 - Install SCADA system at lift station

- 2) Install Pipe System to Divert Stormwater from NAPA Parts Store Parking Lot
 - Install trench drain at entrances of church and at the NAPA store along Beaver Street
 - Install storm drain pipe and inlet in NAPA store to drain parking lot
 - Install outfall pipe to existing drainage ditch to drain the area

Schedule of Services

Surveying

Ocmulgee will perform a topographical survey of the proposed project locating all known improvements within the project limits. Property corners will be located and necessary research will be conducted to ensure construction is limited to public property.

Engineering

Design

Ocmulgee will provide the applicable engineering services required to provide construction plans and specifications for the above referenced project. Ocmulgee will coordinate with local, state, and federal agencies to obtain applicable permits for construction.

Contract Management

Pre-Award

For this project, Ocmulgee will prepare a bid package, which will contain the following: 1) construction plans, 2) specifications, and 3) contract documents. Ocmulgee will provide the Client with necessary information to advertise the project in the local newspaper. Ocmulgee will provide a full bid package to any and all interested parties for a nominal price to cover printing expenses. Plans and specifications will be available at Ocmulgee's office. Once the bids are collected, Ocmulgee will attend the bid opening, if requested. Ocmulgee will review the bids and recommend a contractor.

Post-Award

Ocmulgee will attend the pre-construction meeting at City Hall to answer any questions that may arise from the Contractor or Client.

During Construction

Ocmulgee will visit the site at least once per week to ensure the construction practices are being adhered to in accordance with the specifications, but more visits may be required. Ocmulgee will depend on local city inspectors/officials (Inspector) to inspect the work on a day-to-day basis. Ocmulgee will be made readily available to answer any questions that may arise during the construction of the project.

With the Inspector, Ocmulgee will review the invoices submitted by the Contractor to ensure proper payment is made. In some instances, Ocmulgee will measure various items to double-check the quantities to ensure overpayment is not being made.

After Construction

Ocmulgee will visit the site with the Inspector to prepare a punchlist. This will be a list to be delivered to the Contractor of the deficiencies of the work. Once the punchlist items have been completed, Ocmulgee will revisit the site with the Inspector to sign-off on all construction activities.

Upon completion of the construction of the project, the contractor will be required to provide as-built plans to the Client, as well as the Operations & Maintenance Manuals for the future use of the Client. Also, as-built plans will be provided by the contractor after completion but before final payment is made. The approved construction plans will be modified accordingly to produce clean, clear as-built plans to the Client.

Ocmulgee will work with River Valley Regional Commission (RVRC) to ensure final close-out of project is complete.

Items not covered in this contract include: 1) construction surveying, 2) stormwater monitoring/sampling/reporting, 3) redesign (other than the fault/oversight of Ocmulgee or failure to design improvements within budget), 4) construction material testing, 5) as-built surveying, or 6) flood plan amendments. These items can be provided at an additional charge once the task can be quantified.

Ocmulgee will provide all engineering services needed that are typical to Community Development Block Grant projects.

Fee Schedule

Ocmulgee will perform the tasks described above for the lump sum fee of \$43,165.00. Ocmulgee will invoice \$15,000 upon award of the grant, \$15,000 upon award of construction contract, and \$13,165.00 after the project has closed out.

Ocmulgee understands that all payments are contingent upon project deadlines being met, as set by the Department of Community Affairs. Should the project fail to reach appropriate deadlines, the State could seek repayment of all grant funds, expended or otherwise.

Additional Requirements

Ocmulgee will comply with requirements set forth in Exhibits "A", "B", "C", and "D". Additional exhibits may be added as required by the Department of Community Affairs. These requirements are mandatory for all federally funded projects.

Terms and Conditions:

- Ocmulgee will complete the work described above in a timely manner unless delayed by client's request, lack of information, or intervening factors beyond our control.
- Client assures Ocmulgee that it has permission to work on the subject property and will advise Ocmulgee of proper procedures for accessing subject property.
- Client agrees to submit for engineering payment immediately to DCA. Client shall provide Ocmulgee with any special billing formats or considerations with the signed contract.
- Failure to pay within 60 days from the date of invoice will be considered by Ocmulgee to be a breach of contract and Ocmulgee may cease work and withhold all work-product immediately without penalty from the client.
- Any disputes regarding payment for services shall be resolved in the appropriate Court. If found in guilty, Client agrees to pay all legal fees and other collection costs incurred by Ocmulgee to collect unpaid invoices, if deemed necessary by the Court.

Terms and Conditions Acceptance:

Ocmulgee Site & Environmental Services, Inc.

SIGNATURE: Lance Woods

NAME (print): LANCE Woods

TITLE: President

DATE: 10-28-09

Client:

SIGNATURE: Willie J. Larry

NAME (print): Willie J. Larry

FIRM: City of Montezuma

TITLE: Mayor

DATE: October 23, 2009

Billing address and contact if different from above:

P.O. Box 388

Montezuma, GA 31063

EXHIBIT A

Section 3 Clause of the Urban Development Act of 1968

- 1.) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- 2.) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3.) The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 4.) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 5.) Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

EXHIBIT B

"Provision for Remedies" Clause

1.) **Termination:** Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the contractor shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/County may terminate this contract by giving written notice to the contractor and surety of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the City/County for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

2.) **Liquidated Damages for Delays.** If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed and agreed liquidated damages (it being impossible to determine the damages occasioned by the delay) for each working day of delay, until the work is completed, the amount as set forth in the Contract and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

3.) **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(b) To any acts of the Owner;

(c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

(d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

EXHIBIT C

Termination

Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner any material obligations under this Contract, or if the consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation, or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the opinion of the Client, become its property and the Consultant be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Termination by Mutual Consent

This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.

Termination for Convenience Clause

The Client may terminate this Contract at any time for any reason by giving at least thirty (30) days notice in writing to the Consultant. If the Consultant is terminated by the Client as provided herein, the Consultant will be paid a fair payment as negotiated with the Client for the work completed as of the date of termination.

Changes

The Client may, from time to time, request changes in the scope for the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

EXHIBIT D

Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

- 1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing

such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF GEORGIA

THIS AGREEMENT made and entered into this 13th day of October, 2009 between the River Valley Regional Commission (RVRC) of the First Party, and the City of Montezuma of the Second Party.

WITNESSETH THAT:

WHEREAS, the First Party is officially administering the 2009 Community Development Block Grant (CDBG) awarded by the Georgia Department of Community Affairs (DCA) to Montezuma, Georgia (CDBG Grant No. 09-cr-5112) on behalf of the Second Party.

WHEREAS, the First Party is desirous of providing Administrative Services to the Second Party during the Contract on a percentage based arrangement; and

WHEREAS, the First Party is providing Administrative Assistance during the project period from September 25th, 2009 to the final close-out of the project.

NOW THEREFORE, it is agreed and understood as follows:

I. Administrative Duties

A. FIRST PARTY shall provide the following administrative services to the Second Party during the contract period and will receive a percentage of project completion of such items:

Start-Up Activities

- a. Open Bank Accounts
- b. Authorize Signature Cards
- c. Certification Statement
- d. Civil Rights Compliance Certification
- e. Set-Up Files
- f. Advertise and Attend Public Hearings; Minutes/Documentation

Bid Process

- a. Assist with Construction Contract Documents
- b. Advertise Bids
- c. Attend Bid Opening/ Minutes/Documentation
- d. Clearance of Prime Contractor
- e. Contract Award

Environmental Compliance

- a. Environmental Review
- b. Advertise Finding of No Significant Impact (FONSI)
- c. Notice of Intent to Apply for Release of Funds (NOI/RROF)

Construction

- a. Attend Pre-Construction Meeting
- b. Assist with Construction Contract Document
- c. Labor Reports
- d. Labor Interview
- e. Release Weekly-Payrolls

Monthly/Quarterly Activities

- a. Clearance of Special Conditions
- b. Book-Keeping of Project
- c. Drawdown of Funds
- d. Quarterly Reports

Close-Out

- a. Advertise and Attend Final Public Hearing;
- b. Minutes/Documentation
- c. Close-Out Reports

B. Implementation Schedule for the Project:

<u>Activity</u>	<u>Initiation</u>	<u>Completion Date</u>
Award	September 09	October 09
Clear all General and Special Conditions	October 09	November 09
Design and engineering	October 09	October 09
Design approvals	November 09	November 09
Bidding and Negotiating	November 09	November 09
Construction Award	December 09	December 09
Construction and Inspection	December 09	September 11
Initiate and complete close out	September 11	September 11

In consideration for the above services rendered in normal and prescribed administration of the grant, Second Party agrees to compensate First Party for the amount of \$24,743 for approved services rendered within the scope of administrative services and the Contract period. Second Party agrees to compensate First Party on a cost incurred basis.

C. The First Party shall allow inspection of records as follows:

The Grantee (the Second Party), the Georgia Department of Community Affairs, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor (First Party) which are directly pertinent to this Community Development Block Grant Program for the purpose of making audits, examinations, excerpts, and transcriptions, and shall until the expiration of three (3) years after final payment under this agreement have access as stated above.

D. Requisition of administration funds under this Contract will be generated on a monthly basis and reported on Payment Request Memorandums in order that the Second Party may keep up with specific administrative progress for that month.

E. In addition the River Valley Regional Commission staff will meet required dates, deadlines, and references as specified by 2009 CDBG Applicant's manual and the 2009 CDBG recipients Manual, Chapter 1, Section 18 as well as other directives specified by the Georgia Department of Community Affairs.

II. Section 3 Clause of the Urban Development Act of 1968

During the performance of this contract, the Contractor (First Party) and the Owner (Second Party) agree as follows:

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Federal financial assistance from the Department of Housing and Urban Development Act of 1968, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are residents of the project area. Furthermore, Contracts for work in connection with the project shall be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
- B. The Parties to this Contract agree to comply with the provisions of said Section 3 and the regulations of the Secretary of Housing and Urban Development set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. As evidenced by their execution of this Contract, the Parties to this Contract agree that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of works with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 Clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contracts and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to which sanctions as are specified by 24 CFR part 135.

III. Provisions for Remedies/Termination

During the performance of this contract, the Contractor (First Party) and the Owner (Second Party) agree as follows:

- A. **Termination:** Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the contractor shall violate any of the covenants, agreements, conditions or obligations of the Contract documents; the City/County may terminate this Contract by giving written notice to the contractor and surety of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contractor or otherwise, and the Contractor and his sureties shall be liable to the City/County for any additional cost incurred

by the Owner in its completion of the work. Furthermore, the Contractor will be paid an amount which bears to the total work and services required. Provided, however, that if less than sixty percent (60%) of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

- B. **Termination for Convenience of the City/County:** The City/County may terminate this Contract at any time for any reason by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City/County as provided herein, the Contractor will be paid a fair payment as negotiated with the City/County for the work completed as of the date of termination.

IV. Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor (First Party) agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their age, race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, age, handicap, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part of the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

WITNESS, our hands and seals on the day and year first above written.

Patricia P. Cullen, Executive Director
RIVER VALLEY REGIONAL
COMMISSION

WITNESS

BY: _____
FIRST PARTY (SEAL)

Wayne Anthony, Chair
RIVER VALLEY REGIONAL
COMMISSION

WITNESS

BY _____
FIRST PARTY (SEAL)

Willie J. Larry, Mayor
City of Montezuma

WITNESS

BY: _____
SECOND PARTY (SEAL)



RED RIBBON WEEK OCTOBER 23-31

Real Life is Drug Free

Whereas, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

Whereas, in Georgia, meth-related admissions to drug treatment programs have more than tripled from 451 in 1997 to 2,793 in 2003; and

Whereas, an estimated 57,000 Georgia youth ages 12-17 are current users of illicit drugs; and

Whereas, Georgia youth experienced 5,489 drug or alcohol related arrests; and

Whereas, alcohol consumption begins at an average age of 13.5 years, while marijuana use begins at an average age of 14.1 years; and

Whereas, alcohol and cigarette use increase dramatically between the ages of 15 and 18, with a third of 18 year olds in Georgia reporting alcohol use within the past 30 days; and

Whereas, there is hope in winning the War on Drugs, and the hope in the hard work and determination of our communities to create a drug free environment; and

Whereas, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco and other drugs by Macon Countians, and

Whereas, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

Whereas, the red ribbon was chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and;

Whereas, October 23-31, 2009, has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free state wearing a red ribbon and participating in drug-free activities during that week;

Now, Therefore, Be Resolved that the CITY OF MONTEZUMA MAYOR AND COUNCIL do hereby proclaim October 23-31, 2009, as Red Ribbon Week in Macon County and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display red ribbons and participate in drug-free activities throughout that week, joining the rest of the state in promoting the Red Ribbon Celebration and a drug-free America.

Whereas, the CITY OF MONTEZUMA values the health and safety of all our citizens; and;

Whereas, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers-accidents, homicides and suicides; and;

Whereas; it is the goal of Red Ribbon Week and the Board of Commissioners to involve families, schools, business, churches, law enforcements agencies and service organizations in all

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aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use, and;

Whereas, the Red Ribbon Week Campaign theme promotes family and individuals responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the use of legal drugs, and;

Whereas, there are many activities planned during the Red Ribbon Week Campaign in Macon County,

NOW, THEREFORE, BE IT RESOLVED That we, THE CITY OF MONTEZUMA MAYOR AND COUNCIL, do hereby proclaim October 23rd to 31st 2009 as “Red Ribbon Week” and encourage all citizens, churches, civic clubs, businesses and schools to observe the week with appropriate activities.

Willie J. Larry, Mayor

Frank Lester, Mayor Pro-tem

Roy L. Barker, Council Member

Norman Carter, Council Member

Charles Glover, Council Member

Charles Ivey, Council Member

Jim Trask, Council Member
