Tuesday, October 21, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

4:00 P.M. Special Commission Meeting RE: Macon-Bibb County Retirement System (Large Conference Room)
5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
@Government Center - 700 Poplar St. Macon, GA

DIVIDER PAGE

Tuesday, October 21, 2014
MACON-BIBB COUNTY COMMISSION (Convening as the Board of Directors of the Bibb County Retirement Plan)

4:00 P.M.
Large Conference Room
@Government Center - 700 Poplar St. Macon, GA
RE: Presentation and Recommendations of Independent Portfolio Consultants (IPC) on Asset Allocation

DIVIDER PAGE

Tuesday, October 21, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Large Conference Room
@Government Center
700 Poplar St. Macon, GA

1. CALL TO ORDER

2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

3. NEW BUSINESS

Subject	**A. Resolution authorizing the Mayor to execute an Agreement with Womack Paving, Inc. to perform Patchwork, Repair, and Resurfacing of various streets and roads in Macon-Bibb County**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category	3. NEW BUSINESS
:ess	Public
Type	Action
Recommended Action	Approval of the Committee of the Whole

4. ADJOURNMENT

DIVIDER PAGE

Tuesday, October 21, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Commission Chamber
@Government Center
700 Poplar St. Macon, GA

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES

Subject	**A. Pre-Commission Meeting on October 7, 2014**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	4. APPROVAL OF MINUTES
Access	Public
Type	Minutes

File Attachments
10-7-2014 Pre Commission Meeting.pdf (351 KB)

Subject	**B. Regular Commission Meeting on October 7, 2014**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	4. APPROVAL OF MINUTES
Access	Public
Type	Minutes

File Attachments
10-7-2014 Regular Commission Meeting.pdf (380 KB)

5. INVITED GUESTS

Subject	**A. Presentation of Proclamation to Dr. Linda Bivins, President, Bibb Retired Educators Association**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	5. INVITED GUESTS

Access	Public
Type	Recognition

PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

Subject	**A. Operations and Finance**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	7. REPORTS FROM COMMITTEES
Access	Public
Type	Report

Subject	**B. Economic and Community Development**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	7. REPORTS FROM COMMITTEES
Access	Public
Type	Report

Subject	**C. Public Safety**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
:egory	7. REPORTS FROM COMMITTEES
Access	Public
Type	Report

Subject	**D. Facilities and Engineering**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	7. REPORTS FROM COMMITTEES
Access	Public
Type	Report

8. CONSENT AGENDA

9. OLD BUSINESS

Subject	**A. Resolution authorizing the Mayor to execute a Lease Agreement with the State Government of Georgia on behalf of the Division of Family and Children Services for 175 Emery Highway in the amount of $62,200**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
:ess	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Lease Agrmt 175 Emery Hwy DFACS.pdf (3,573 KB)

Subject	**B. Resolution authorizing the Mayor to execute an Agreement with the Macon-Bibb County Transit Authority for the lease of office space at the Terminal Station building for use by the Macon-Bibb County Information Technology Staff; to authorize the Mayor to execute a Memorandum of Understanding with the Transit Authority for Information Technology Staff to provide Information Technology Services to the Transit Authority**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Lease Terminal Station for IT MOA.pdf (1,773 KB)

Subject	**C. Resolution to authorize the Mayor to execute a Contract with the Georgia Department of Corrections for the use of Prison Labor to supplement the Public Works Department's Workforce (8 Offender Work Details from McEver Probation Detention Center at $39,000 per detail for one year, for a total of $316,000)**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Contract for PW Prison Labor.pdf (1,236 KB)

Subject	**D. Resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Conditioned Air, Inc. for $161,105 for the Installation and Replacement of HVAC Systems at various Recreation Centers**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
2014 Conditioned Air Inc HVAC for recreation centers (Amendment).pdf (135 KB)

Subject	**E. Resolution authorizing the Mayor to execute an Agreement with AERO ART, LLC for a Ground Lease Agreement at Macon Downtown Airport; to authorize the termination of all previous agreements at Macon Downtown Airport with Lloyd "Bo" George and any company corporation, or agent of Lloyd "Bo" George; to approve the acceptance of a quitclaim deed from Lloyd "Bo" George for any and all remaining interest in all other property at Macon Downtown Airport**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Agrmt Areo Art Termination.pdf (549 KB)

Subject	**F. Resolution to establish and provide a summary of the Health and Life Insurance Retirement Benefits currently available to former Bibb County employees, former City of Macon employees, and Macon-Bibb County employees hired on or after January 1, 2014, and to adopt an Amendment to the Macon-Bibb County Other Post Employment Benefits Trust Agreement providing that these Retirement Benefits may be funded by Macon-Bibb County under the Trust Agreement**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
Res Amendment Health Life Insurnace.pdf (662 KB)

Subject	**G. Resolution approving Changes in Macon-Bibb County's Group Health Plan, including Design, Eligibility and Premium Contribution Changes**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments
Res Amendment Group Health Plan.pdf (388 KB)

Subject **H. Resolution adopting the United States Conference of Mayors' 457 Deferred Compensation Retirement Program administered through Great-West Financial to be made available to all eligible Macon-Bibb County employees and elected officials**

Meeting: Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Adopting 457 Deferred Compensation Retirement Plan.pdf (824 KB)

bject **I. Resolution to adopt the Fourth Amendment to the Bibb County Pension Plan of 1968 so as to establish the Macon-Bibb County General Employees Pension Trustee Board, to designate the composition of the Board and to grant the newly designated Board those powers formerly granted to the Macon-Bibb County Board of Commissioners under Article 13.03**

Meeting: Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res 4th Amendment 1968 Pension Plan.pdf (893 KB)

Subject **J. Resolution to amend the Financial Policies to reflect duties assigned by the Organizational Chart**

Meeting: Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Amend Financial Policies.pdf (8,436 KB)

Subject	**K. Ordinance to adjust FY14 January - June Budget to reflect Administrative Supplemental and Transfer exceeding $10,000**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

Subject	**L. Ordinance to adjust FY14 January - June Budget to reflect organizational changes where departmental expenditures were impacted and other Administrative Adjustments**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

Subject	**M. Resolution authorizing the acceptance of an Emergency Management Performance Grant Performance Partnership Award in the amount of $55,752 from the United States Department of Homeland Security awarded to the Macon-Bibb County Emergency Management Agency**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Grant for EMA $55,752. 00 Performance Award.pdf (3,338 KB)

Subject	**N. Resolution authorizing the acceptance of a Community Grant in the amount of $10,000 from the Community Foundation of Central Georgia, Inc. awarded to the Macon Circuit Public Defender's Office**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Grant for Foundation of Central GA $10,000.00.pdf (2,129 KB)

Subject	**O. Resolution authorizing the acceptance of the FY14 Edward Byrne Memorial Justice Assistance Grant in the amount of $78,254 awarded to the Sheriff's Department**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Accepting Edward Byrne Grant - Sheriff - 78,254.pdf (829 KB)

Subject	**P. Resolution authorizing the acceptance of the FY14 GEMA/Homeland Security Grant in the amount of $100,000 awarded to the Sheriff's Department**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Accepting GEMA Homeland Security - Sheriff - 100,000.pdf (1,323 KB)

Subject	**Q. Resolution authorizing the acceptance of the FY14 GEMA/Homeland Security Grant in the amount of $3,000 awarded to the Sheriff's Department**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Accepting GEMA Homeland Security Sheriff Department - 3,000..pdf (953 KB)

Subject **R. Resolution authorizing the acceptance of the FY14 GEMA/Homeland Security Grant in the amount of $57,227 awarded to the Fire Department**

Meeting: Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Accepting GEMA Homeland Security - 57,227 - Fire Department.pdf (1,310 KB)

Subject **S. Resolution authorizing the acceptance of the FY14 GEMA/Homeland Security Grant in the amount of $20,000 awarded to the Fire Department**

Meeting: Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Accepting GEMA Homeland Security - 20,000 to Fire Department.pdf (1,317 KB)

Subject **T. Resolution authorizing the acceptance of the FY14 GEMA/Homeland Security Grant in the amount of $20,000 awarded to the Fire Department**

Meeting: Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval

File Attachments
10-14-2014 - Res Accepting GEMA $20,000 Fire Department.pdf (958 KB)

Subject	**U. Resolution confirming Mayor Robert Reichert's appointment of Jackie Harper to fill a vacant Citizen-at-large position on the Tree Commission**
eting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Economic and Community Development Committee recommends approval

File Attachments
10-14-2014 - Res Appointment Tree Commission.pdf (1,375 KB)

Subject	**V. Resolution appointing Susan Middleton to the Board of Directors of the Bibb County Department of Family and Children Services**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended ion	Economic and Community Development Committee recommends approval

File Attachments
10-14-2014 - Res Appointment DFACS.pdf (581 KB)

Subject	**W. Resolution authorizing the Mayor to execute a Letter of Agreement between Macon-Bibb County and the Department of Homeland Security for the Federal Emergency Management Agency to conduct an Integrated Emergency Management Course on July 20-23, 2015**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Public Safety Committee recommends approval

File Attachments
10-14-2014 - Res Letter of Agrmt Homeland Macon-Bibb EMA.pdf (2,459 KB)

Subject	**X. Resolution to authorize and approve the section of Donaldson Garrett & Associates, Inc. to perform Professional Topographic Survey Services on 22.45 acres, being the Durr's Lake Property (Filmore Thomas) at a cost of $15,440 to be paid from SPLOST funds**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Facilities and Engineering Committee recommends approval

File Attachments
10-14-2014 - Res Approve Topographic Survey Services $15440.pdf (587 KB)

Subject	**Y. Resolution to erect a Memorial Sign in honor of Reverend Dr. Marshell Stenson, Jr. to be located on Haywood Road**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	The Facilities and Engineering Committee recommends approval

File Attachments
Res Committee Amendment Marshall Stenson Memorial Sign.pdf (304 KB)

Subject	**Z. Resolution authorizing the Mayor to execute an Agreement with Womack Paving, Inc. to perform Patchwork, Repair, and Resurfacing of various streets and roads in Macon-Bibb County**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	9. OLD BUSINESS
Access	Public
Type	Action
Recommended Action	Ratify action of the Committee of the Whole

File Attachments
Res Agrmt Womack patchwork resurfacing.pdf (3,039 KB)

10. NEW BUSINESS

Subject	**A. Resolution to authorize the acquisition and expenditure of Revenue Bond Allocations in the amount of $10,000,000.00 for the purpose of Vacant Lot Maintenance, Blighted Housing Demolition, and other Infrastructure Beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	10. NEW BUSINESS
Access	Public
Type	Action
Recommended Action	Refer to the Economic and Community Development Committee

File Attachments
Res Bond Allocations $10,000,000.00.pdf (117 KB)

Subject	**B. Resolution requesting that the Macon-Bibb County Facilities Management Department review Street Lighting and Safety Precautions currently in place for intersections where pedestrian accidents have occurred and other high volume traffic areas**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	10. NEW BUSINESS
:ess	Public
Type	Action
Recommended Action	Refer to the Facilities and Engineering Committee

File Attachments
Res Review Street Lighting and Safety.pdf (629 KB)

Subject	**C. Resolution amending the Department of Business and Development Services Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	10. NEW BUSINESS
Access	Public
Type	Action
Recommended Action	Refer to the Operations and Finance Committee

le Attachments
Res Amending Business Development Admin Procedures.pdf (3,776 KB)

Subject	**D. Resolution confirming Mayor Robert Reichert's Appointment of Louie Hargrove, Rick Hutto, Cliffard Rushin, Walter Timley, and Linda Holland to the Fire Civil Service Board**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	10. NEW BUSINESS
Access	Public
Type	Action
Recommended Action	Refer to the Public Safety Committee

File Attachments

Res Appointments to Fire Civil Service Board.pdf (472 KB)

Subject	**E. Resolution to authorize the Mayor to Transfer a Portion of the Parcel of Property at 485 Coliseum Drive to the Macon-Bibb County Urban Development Authority to be marketed and sold for the benefit of the County**
Meeting	Oct 21, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category	10. NEW BUSINESS
Access	Public
Type	Action
Recommended Action	Refer to the Economic and Community Development Committee

File Attachments

Res Transfer parcel 485 Coliseum Drive.pdf (584 KB)

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT

DIVIDER PAGE

4 A

MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
October 7, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on October 7, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine H. Lucas
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present

Judd Drake –County Attorney
Crystal Jones – Sr. Assistant County Attorney
Opie Bowen – Assistant County Attorney
Shelia Thurmond – Clerk of Commission
Charles Coney – Assistant County Manager (Operations)
Steve Layson – Assistant County Manager (Infrastructure)
Julie Moore – Assistant to County Manager for Budget & Strategic Planning
Dave Fortson – County Engineer
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator
Chris Floore – Assistant to Co. Manager for Public Affairs
Dr. James Bumpus – Director of Small Business Affairs

News Media Present

Jim Gaines – The Telegraph
Karli Barnett – 13 WMAZ
Ron Wildman – 58 WPGA

Visitors Present

Judge William Adams – State Court
Rebecca Grist – State Court Solicitor
Amy Hartley – State Court Probation Office
Meredith Howell – Victim/Witness Coordinator, District Attorney's Office
Brittney Childs - Industrial Authority
Adah Roberts
Bud Fletcher

Adah Roberts
Bud Fletcher

The Pre-Commission meeting was called to order by Mayor Robert A. B. Reichert.
The Mayor stated the meeting was being convened as a Committee of the Whole to take action on three New Business items on the Agenda that are time sensitive.

Mayor Reichert reviewed the Agenda items for tonight's Regular Commission Meeting.

AGENDA ITEMS

PRAYER

A. Pastor Jarred Hammet – Northminster Presbyterian Church

APPROVAL OF MINUTES

A. Pre-Commission Meeting on September 16, 2014
B. Regular Commission Meeting on September 16, 2014

PLEDGE OF ALLEGIANCE

To be led by Carolyn Anderson and Marquis Chester, Macon-Bibb County GCAPS Students

INVITED GUESTS

Chatham County Youth Commission
GCAPS Students
Van Johnson
Corliss Bates

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert reminded Committee Chairs to give their Committee reports.

A. Operations and Finance Committee
B. Economic and Community Development Committee
C. Public Safety Committee
D. Facilities and Engineering Committee

CONSENT AGENDA

A. New Alcoholic Beverage License for Market Place located at 2006 Vineville Avenue

B. New Alcoholic Beverage License for Market Place located at 1091 Clinton Road

C. New Alcoholic Beverage License for Red Lobster #48 – located at 2077 Riverside Drive

D. New Alcoholic Beverage License for Welcome – located at 815 Shurling Drive

E. New Alcoholic Beverage License for Welcome – located at 6440 Houston Road

F. New Alcoholic Beverage License for Family Corner located at 4933 Sardis Church Road

G. New Alcoholic Beverage License for Lizella Super Market – located at 3309 Holley Road

H. New Alcoholic Beverage License for Star Food Mart - Located at 4739 Houston Road

I. New Alcoholic Beverage License for Pinebrook Package Store located at 4448 Forsyth Road

J. New Alcoholic Beverage License for Hooters of Macon – located at 112 Riverside Parkway

OLD BUSINESS

A. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Hybrid Vehicle and 2015 15-passenger Van for use by the Fire Department in the amount of $53,493.12 to be paid from SPLOST Funds

B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00 to be paid from SPLOST Funds

C. Ordinance to appropriate additional funds for the Board of Elections to implement Sunday voting, contingent upon the Board of Elections approving said Sunday voting for citizens

D. Resolution to adopt the Third Amendment to the Macon-Bibb County Pension Plan of 1968 to comply with IRS Notice 2014-19 relating to the Supreme Court decision in the Windsor Case overturning the Defense of Marriage Act (DOMA)

E. Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive for the purpose of construction projects

F. Resolution proclaiming Saturday, November 15, 2014 as "America Recycles Day" in Macon-Bibb County, Georgia

G. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $54,049.00 from the Prosecuting Attorneys Council of Georgia awarded to the Macon Judicial Circuit District Attorney's Office

H. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $39,004.00 from the Prosecuting Attorneys Council of Georgia awarded to the Bibb County Solicitor General's Office

I. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Magistrate Court

The Mayor stated all New Business items would be referred to Committee for action.

NEW BUSINESS – PRE-COMMISSION AGENDA

A. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $54,049.00 from the prosecuting Attorneys Council of Georgia awarded to the Macon Judicial Circuit District Attorney's Office

ACTION:

- *On motion of Commissioner Bechtel, seconded by Commissioner Shepherd, and carried unanimously, the Resolution was approved for consideration at tonight's Regular Commission meeting as item G.*

- *Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman. Commissioner Virgil Watkins, Jr. was absent during the vote.*

B. Resolution authorizing the acceptance of a Victims Crime Act Assistance Grant in the amount of $39,004.00 from the Prosecuting Attorneys Council of Georgia awarded to the Bibb County Solicitor General's Office

ACTION:

- *On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved for consideration at tonight's Regular Commission meeting as item H.*

- *Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman. Commissioner Virgil Watkins, Jr. was absent during the vote.*

C. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Magistrate Court

ACTION:

- *On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved for consideration at tonight's Regular Commission meeting as item I.*

- ***Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman. Commissioner Virgil Watkins, Jr. was absent during the vote.***

ANNOUNCEMENT

Mayor Reichert announced flu shots would be administered by the Macon-Bibb County Health Department at 6:00 p.m., prior to the start of the Regular Commission meeting, to all Commissioners who desired to get one.

Steve Layson announced a self-imposed quarantine at Animal Welfare due to two dogs suspected of having Distemper, which is highly contagious/dying.

EXECUTIVE SESSION

The Mayor asked for a motion to go into Executive Session for the purpose of discussing or voting on: Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E).

On motion of Commissioner Tillman, seconded by Commissioner Jones and carried unanimously, the Commissioners went into Executive Session at 5:35 p.m.

Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger,, Elaine Lucas,, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman. Commissioner Virgil Watkins, Jr., was absent during the vote.

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

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

ADJOURNMENT

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

_____

Shelia Thurmond, CCC
Clerk of Commission

4 B

MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
October 7, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on October 7, 2014 at 6:26 P.M. in the Commission Chamber at Government Center. Mayor Reichert stated the meeting began late due to the Mayor and Commissioners getting flu shots administered by the Macon-Bibb County Health Department. The Mayor stated this action by the Commission, hopefully, would encourage others to get their flu shots.

Commission Members Present:

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present:

Julie Moore – Asst. to County Manager
Judd Drake – County Attorney
Crystal Jones, Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Chris Floore – Asst. to County Manager
Kevin Barrere – Public Affairs
Shelia Thurmond – Clerk of Commission
Steve Layson – Asst. Co. Mgr – Infrastructure
Charles Coney – Asst. Co. Mgr. - Operations
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Trae McCombs – Public Affairs

Guests in Attendance

Attorney Kevin Brown
Brittney Childs – Industrial Authority
Sheriff David Davis
Nancy White
Bud Fletcher
Macon-Bibb County GCAPS Students
Chatham County Youth Commission
Students

News Media Present

Jim Gaines – The Telegraph
Ron Wildman – 58 WPGA

CALLED TO ORDER

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

PRAYER

The prayer was rendered by Pastor Jarred Hammet of Northminster Presbyterian Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by GCAPS students Caroline Anderson and Marquis Chester.

APPROVAL OF MINUTES

A. Pre-Commission Meeting on September 16, 2014
B. Regular Commission Meeting on September 16, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Mallory Jones, III, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on September 16, 2014 were approved as presented.

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

Mayor Reichert stated on the advice of County Attorney, Judd Drake, tonight's agenda needed to be amended to add an action item (*approved in the Executive Session during today's Pre-Commission meeting*) which is a Memorandum of Understanding (MOU) concerning the lease of property which will be Item J under Old Business.

ACTION:

On motion of Commissioner Gary Bechtel, seconded by Commissioner Larry Schlesinger, and carried unanimously, the agenda was amended to add Item J to tonight's agenda for action.

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

INVITED GUESTS

Pastor Jarred Hammet of Northminster Presbyterian Church was invited to render the prayer for tonight's Regular Commission Meeting.

Chatham County Youth Commission of Savannah, Georgia, along with Savannah Commission Chairman Al Scott, Mayor Pro Tem and Alderman Van Johnson, the Chatham County Youth Commission Director Dr. Priscilla Thomas, and Corliss Bates, City of Savannah Citizen Engagement Coordinator, who was representing Mayor Edna Jackson.

Mayor Reichert presented a Proclamation to Mayor Pro Tem and Alderman Van

Johnson declaring October 7, 2014 as "GCAPS Day in Macon-Bibb County, Georgia". Framed copies of the 2013 Cherry Blossom print, along with gift bags, were presented in recognition of the group's visit to Macon and their many accomplishments in motivating and recognizing students in the Chatman County area since its 22-year inception.

Mayor Pro Tem and Alderman Van Johnson thanked the Mayor, Commissioners, Charles Coney, and Kevin Barrere for the hospitality and welcome extended by Macon-Bibb County to his group. He gave an overview of Chatham County's GCAPS program and its 22 years of service and accomplishments of the youth of Chatham County.

PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chair Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, September 23, 2014 and considered the following:

- The Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Hybrid Vehicle and a 2015 15-Passenger Van for use by the Fire Department in the amount of $53,493.12 to be paid from SPLOST Funds.

- The Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00 to be paid from SPLOST Funds.

- The Committee approved the Ordinance to appropriate additional funds for the Board of Elections to implement Sunday voting, contingent upon the Board of Elections approving said Sunday voting for citizens.

- A Resolution to adopt the Third Amendment to the Macon-Bibb County Pension Plan of 1968 to comply with IRS Notice 2014-19 relating to the Supreme Court decision in the Windsor Case overturning the Defense of Marriage Act ("DOMA").

Economic and Community Development Committee

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, September 23, 2014 and considered the following:

- The Mayor was authorized to execute an agreement with the Macon-Bibb County Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive for the purpose of construction projects in order to add sidewalks, construct a pedestrian bridge over Rocky Creek, to repair the existing bridge located near Rocky

Creek, and to realign the intersection of Hollingsworth Road and Log Cabin Drive to provide a safer intersection.

- A Resolution of the Macon-Bibb County Commission to proclaim Saturday, November 15, 2014 as "America Recycles Day". The Work Session on October 14, 2014 will be on the topic, "Recycling in Macon-Bibb County - What We Are Doing - What Can You Do To Help!"

Public Safety Committee

Committee Chairman Scotty Shepherd stated the Public Safety Committee met on September 23, 2014 and considered the following:

- Commissioners are seeking nominations for appointments to the Fire Civil Service Board. This matter will be heard at the October 14, 2014 Public Safety Committee meeting.

- At the request of several bar owners, an Ordinance change was drafted to raise the age to enter a bar to 21 which they believe would help save lives and stop injuries. The Ordinance would forbid persons under the age of 21 from entering, remaining in or loitering at certain licensed premises. The Public Safety Committee voted to hold two public forums to get input from anyone interested in the Ordinance. The first Public Forum was held today at 4:00 P.M. and the next Public Forum will be held on October 14th at 2:15 P.M.

- The Committee reviewed the report on Taxi Cab complaints. Although there were few complaints, the ones that did exist dealt with the fees charged. The matter of fees will be heard at the October 14, 2014 meeting of the Public Safety Committee.

Facilities and Engineering Committee

Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on September 23, 2014 and considered the following:

- The Resolution to erect a memorial sign in honor of Reverend Marshell Stenson, Jr. to be located on Haywood Road was approved, contingent upon the approval of Mrs. Stenson.

- Consideration of an Ordinance to allow golf carts to be used in certain areas of the city. Drivers of golf carts must be 16 years of age, 18 years old to register a motorized cart, must use headlights, blinkers, and the application for registering the cart must be on file in the Sheriff's Office. This Ordinance will be considered again at the October 14, 2014 meeting of the Facilities and Engineering Committee.

CONSENT AGENDA

New Alcoholic Beverage License Applications for the following establishments:

1. Market Place – located at 2006 Vineville Avenue
2. Market Place – located at 1091 Clinton Road
3. Red Lobster # 48 – located at 2077 Riverside Drive
4. Welcome – located at 815 Shurling Drive
5. Welcome – located at 6440 Houston Road
6. Family Corner – located 4933 Sardis Church Road
7. Lizella Super Market – 3309 Holley Road
8. Star Food Mart – located at 4739 Houston Road
9. Pinebrook Package Store – 4448 Forsyth Road
10. Hooters of Macon – Located at 112 Riverside Parkway

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Larry Schlesinger, and carried unanimously, the Alcoholic Beverage License Applications were approved as presented.

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

OLD BUSINESS

A. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Hybrid Vehicle and 2015 15-passenger Van for use by the Fire Department in the amount of $53,493.12 to be paid from SPLOST Funds

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor execute an agreement for the purchase of a 2015 Hybrid Vehicle and a 2015 Passenger Van for use by the Fire Department in the amount of $53,493.12, to be paid from SPLOST Funds, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.***

ACTION:

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

B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00 to be paid from SPLOST Funds

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00, to be paid from SPLOST Funds, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.***

ACTION:

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

C. Ordinance to appropriate additional funds for the Board of Elections to implement Sunday voting, contingent upon the Board of Elections approving said Sunday voting for citizens

- ***Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to appropriate additional funds for the Board of Elections to implement Sunday voting, contingent upon the Board of Elections approving said Sunday voting for citizens; and for other purposes.***

ACTION:

- ***Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.***
  Commissioners Mallory Jones and Ed DeFore voted No.

D. Resolution to adopt the Third Amendment to the Macon-Bibb County Pension Plan of 1968 to comply with IRS Notice 2014-19 relating to the Supreme Court decision in the Windsor Case overturning the Defense of Marriage Act (DOMA)

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission to adopt the Third Amendment to the Macon-Bibb County Pension Plan of 1968 to comply with the IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor Case overturning the Defense of Marriage Act ("DOMA"); and for other lawful purposes.***

ACTION:

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

E. Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive for the purpose of construction projects

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Macon-Bibb County Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive for the purpose of construction projects; and for other purposes.***

Discussion: Commissioner Tillman stated he recently met with the Bellevue Concerned Citizens group, whose members stated they were very pleased with the plans to begin work in their area and wanted to be given updates and progress reports as the work continued. Mayor Reichert stated this was a SPLOST project and it could possibly be 9-12 months before any work was

done due to the acquisition of easements and right-of-ways. Commissioner DeFore state this has been a much needed project for a long time.

ACTION:

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

F. Resolution proclaiming Saturday, November 15, 2014 as "America Recycles Day" in Macon-Bibb County, Georgia

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission to proclaim Saturday, November 15, 2014 as "America Recycles Day" in Macon-Bibb County, Georgia; and for other lawful purposes.***

ACTION:

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

G. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $54,049.00 from the Prosecuting Attorneys Council of Georgia awarded to the Macon Judicial Circuit District Attorney's Office

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $54,049.00 from the Prosecuting Attorneys Council of Georgia awarded to the Macon Judicial Circuit District Attorney's Office; and for other purposes.***

ACTION:

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

H. Resolution authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $39,004.00 from the Prosecuting Attorney's Council of Georgia awarded to the Bibb County Solicitor General's Office

- ***Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of a Victims of Crime Act Assistance Grant in the amount of $39,004.00 from the Prosecuting Attorney's Council of Georgia awarded to the Bibb County Solicitor General's Office; and for other purposes.***

ACTION:

- ***Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry***

Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.

I. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Magistrate Court

- ***Clerk read by caption:*** **A Resolution of the Macon-Bibb County Commission to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Magistrate Court; and for other purposes.**

Discussion: Commissioner Tillman stated going forward contact information for probation officers needed to be provided. Mayor Reichert stated the Chief Probation Officer was the contact person and he would be glad to make that information available.

ACTION:

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

J. Resolution to authorize and approve a Memorandum of Understanding with Spirit of America Theme Park and Development, LLC

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize and approve a Memorandum of Understanding between Macon-Bibb County and Spirit of America Theme Park and Development, LLC providing for the investment by developer of not less than $2,700,000 for development of a recreational water park attraction with attendant facilities at Sandy Beach Park at the Lake Tobesofkee Recreation Area and providing for the investment by Macon-Bibb County of up to $248,000 for site improvements at Lake Tobesofkee; to authorize and approve the use of the Series 2013A and Series 2013B Urban Development Authority Bond proceeds designated for Lake Tobesofkee for funding said site improvements; and for other purposes.**

ACTION:

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

NEW BUSINESS

A. Resolution authorizing the Mayor to execute a Letter of Agreement between Macon-Bibb County and the Department of Homeland Security for the Federal Emergency Management Agency to conduct an Integrated Emergency Management Course July 20-23, 2015

Referred To: **Public Safety Committee**

B. Resolution to authorize the Mayor to execute a contract with the Georgia Department of Corrections for the use of prison labor to supplement the Public Works Department workforce at $39,500 per detail for one year, for a total of $316,000.00 for FY 2015

***Referred To*: Operations and Finance Committee**

C. Resolution authorizing the Mayor to execute a lease agreement with State Government of Georgia on behalf of the Division of Family and Children Services for 175 Emery Highway in the amount of $62,200.00

***Referred To*: Operations and Finance Committee**

D. Resolution to adopt the Fourth Amendment to the Bibb County Pension Plan of 1968 so as to establish the Macon-Bibb County General Employees Pension Trustee Board, to designate the composition of the Board and to grant the newly designated Board those powers formerly granted to the Macon-Bibb County Board of Commissioners

***Referred To*: Operations and Finance Committee**

E. Resolution authorizing the acceptance of a Community Foundation Program Grant in the amount of $10,000.00 from the Community Foundation of Central Georgia, Inc. awarded to the Macon Circuit Public Defender's Office

***Referred To*: Operations and Finance Committee**

F. Resolution authorizing the acceptance of an Emergency Management Performance Grant Performance Partnership Award in the amount of $55,752.00 from the United States Department of Homeland Security awarded to the Macon-Bibb County Emergency Management Agency

***Referred To*: Operations and Finance Committee**

G. Resolution approving changes in Macon-Bibb County's Group and Health Reimbursement Arrangement (HRA) Health Plans, including design, eligibility and premium contribution changes

***Referred To*: Operations and Finance Committee**

H. Resolution authorizing the Mayor to execute an agreement between Macon-Bibb County Transit Authority for the lease of office space at the Terminal Station Building for use by the Macon-Bibb County Information Technology Staff; to authorize the Mayor to execute a Memorandum of Understanding with the Transit Authority for the Information Technology Staff to provide information technology services to the Transit Authority

***Referred To*: Operations and Finance Committee**

I. Resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Conditioned Air, Inc. for $161,105.00 for the installation and replacement of HVAC Systems at various recreation centers in Macon-Bibb County

***Referred To*: Operations and Finance Committee**

J. Resolution authorizing the Mayor to execute an agreement with Aero Art, LLC for a Ground Lease Agreement at Macon Downtown Airport; to authorize the termination of all previous agreements at Macon Downtown Airport with Lloyd "Bo" George and any company, corporation, or agent of Lloyd "Bo" George; to approve the acceptance of a quitclaim deed from Lloyd "Bo" George for any and all remaining interest in all other property at Macon Downtown Airport

***Referred To*: Facilities and Engineering Committee**

K. Resolution to consider a petition submitted on behalf of Richard S. George requesting that Macon-Bibb County construct and maintain additional right-of-way on Crawford Road

***Referred To*: Facilities and Engineering Committee**

L. Resolution to establish and provide a summary of the Health and Life Insurance Retirement Benefits currently available to former Bibb County employees, former City of Macon employees, and Macon-Bibb County employees hired on or after January 1, 2014, and to adopt an Amendment to the Macon-Bibb County Other Post Employment Benefits (OPEB) Trust Agreement providing that these retirement benefits may be funded by Macon-Bibb County under the Trust Agreement

***Referred To*: Operations and Finance Committee**

M. Resolution adopting the United States Conference of Mayors' 457 Deferred Compensation Retirement Program administered through Great-West Financial to be made available to all eligible Macon-Bibb County Employees and Elected Officials

***Referred To*: Operations and Finance Committee**

GENERAL PUBLIC COMMENTS

Willie J. Smith stated the property cleared for the Filmore Thomas Park on Log Cabin Drive now has trees growing on the cleared area and expressed concern for the neglect of the property by the City. Mayor Reichert responded to Mr. Smith that improvements are in the works for the property.

Theresa Hugley, President of the Kings Park Development Association, stated things were going on in her neighborhood and nothing has happened and that she has been unable to get in touch with her Commission representative to find out why things have not happened. She added Sheriff David Davis, who was in attendance, had delivered on his promises.

Patricia Fay Brown spoke on freedom.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 7:17 P.M.

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

_____

Shelia Thurmond, CCC
Clerk of Commission

OLD BUSINESS

9 A

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE STATE GOVERNMENT OF GEORGIA ON BEHALF OF THE DIVISION OF FAMILY AND CHILDREN SERVICES FOR 175 EMERY HIGHWAY, IN THE AMOUNT OF $62,200.00, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the State of Georgia wishes to renegotiate its lease for 175 Emery Highway for use by the Division of Family and Children Services (River Edge); and

WHEREAS, the State has requested to continue the same terms as the previously entered into lease agreement which includes their payment of $62,220.00 annually, to be paid monthly; and

WHEREAS, the lease agreement also include an annual renewal option for two (2) additional periods of one (1) year at the same annual rate; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement, along with any necessary amendments or additional documentation, with the State of Georgia on behalf of the Division of Family and Children Services for 175 Emery Highway, commencing July 1, 2014 and ending on June 30, 2015, in the annual amount of $62,200.00 which will be paid by the State of Georgia in monthly installment, and includes an annual renewal option for two (2) additional periods of one (1) year, in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]

STATE OF GEORGIA, ANNUAL LEASE AGREEMENT# 4690

COUNTY OF FULTON

LEASE AGREEMENT

This **LEASE AGREEMENT,** hereinafter referred to as this "Agreement", is made and entered into this __ day of _____, 2014, by and between **MACON-BIBB COUNTY** whose business address for purpose of this Agreement is P.O. Box 247, Macon, Georgia 31202-0247 , Party of the First Part, hereinafter referred to as "Landlord," and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 47 Trinity Avenue, Suite G02, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant" ["Landlord" or "Tenant" may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

Definitions. The following words as used in this Agreement shall be defined as follows:

A. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.

B. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.

C. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

D. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.

E. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "regulated substance", "medical waste", "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.

F. "Janitorial Services" if the responsibility of the Landlord shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles

and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

G. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.

H. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.

I. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

J. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage".

K. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.

L. "Premises" shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

M. Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

WITNESSETH THAT:

ARTICLE I PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an estate for years to Tenant those certain premises situated in Macon-Bibb County, Georgia, and being more particularly described as follows, to wit:

Approximately 6,222 square feet of office
space located at 175 Emery Highway
in Macon, Georgia 31201-3698.

The above-described Premises being shown and delineated on a floor plan, drawing prepared for the Landlord and Tenant and entitled Exhibit A (Floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

ARTICLE II TERM

This Agreement shall be for a term of one (1) year, commencing on the 1st day of July, 2014 (the **"Commencement Date"**), and ending at 12:00 midnight on the 30th day of June, 2015 (the **"Expiration Date"**) (collectively the **"Term"**) unless this Agreement shall be sooner terminated as hereinafter provided. This Agreement shall end at 12:00 midnight on the 30th of June, 2015 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and lease expiration date. Such letter shall substantively conform to that template letter attached hereto as Exhibit "B" and incorporated herein by reference.

The Commencement Date and the Expiration Date are, hereinafter collectively referred to as the "Term".

ARTICLE III OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for two (2) additional periods of one (1) year (s) each (hereinafter referred to as "Renewal Option(s)"). Said effective Renewal Option(s) shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and the monthly rental rate for said Renewal Option shall be as provided in paragraph Article IV, Paragraph 2 herein below; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord either forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later, but in no case shall Tenant's written notice be provided to Landlord later than June 30, 2015, of Tenant's intent to exercise the Renewal Option. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant. Unless otherwise specified, the initial Term as provided in Article II and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term".

ARTICLE IV FIXED RENTAL

1. For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of $5,185.00 dollars, beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term, being at the rate of $62,220.00 Dollars per annum; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of rent payable for the period from the Commencement Date through the end of the

calendar month during which the Commencement Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis, and shall be payable, together with the monthly installment of rent for the first full calendar month of the Term of this Agreement, on the first day of the first calendar month following the Commencement Date; provided further, however, that, if the Expiration Date is a day other than the last day of a calendar month, the monthly installment of rent payable for the month during which the Expiration Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis.

2. Renewal Rental Rate.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2016 (beginning July 1, 2015 and ending June 30, 2016) the rental rate shall be $62,220.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2017 (beginning July 1, 2016 and ending June 30, 2017) the rental rate shall be $62,220.00 per year.

ARTICLE V COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

2. Riders. Riders, if any, attached hereto set forth certain original, additional or substitute provisions and are incorporated herein by reference. In the event of any conflict between this Agreement and any Riders, the terms of this Agreement shall control.

3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended

to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

5. Covenant of Title and Quiet Enjoyment. Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy

the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

6. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

(vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the **"Drainage Facilities"**) are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the **"Paved Areas"**) comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.

8. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises.

9. Binding Effect On Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

10. Landlord's Failure To Deliver The Premises At The Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.

11. Destruction of or Damage to the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If

there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. This does not absolve Tenant of liability where said destruction or damage to the premises arises through the fault or actions of Tenant.

12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than $1,000,000 each occurrence for injury, death, or damage to property and $3,000,000 in the aggregate; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a

provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

13. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the **"Remediation"**), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the **"Restoration"**). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any

Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

14. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

15. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

16. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be

paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a **"Tenant Election"**). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. Rubbish Removal. Landlord shall keep the Common Area clean, both inside and outside, at Landlord's sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.

18. Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the

Common Area well lit and change light bulbs in all Areas as necessary; (ii) perform the Janitorial Services; (iii) maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done

by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry For Inspection And Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days' prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises.

20. Janitorial Services. Landlord shall use care to select honest and efficient employees for provision of the Janitorial Services. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.

21. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.

22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to

pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.

25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.

26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

28. Entry For Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period

preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale", "For Rent" or "For Lease". Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.

30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

31. Assignment and Subletting of Premises by the Tenant. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT (I) TENANT IS PUBLIC BODY CORPORATE AND POLITIC CREATED WITHIN THE EXECUTIVE BRANCH OF THE STATE GOVERNMENT OF GEORGIA BY O.C.G.A. § 50-16-32; (II) TENANT'S DUTIES INCLUDE THE MANAGEMENT OF THE UTILIZATION OF ADMINISTRATIVE SPACE [AS DEFINED BY O.C.G.A. § 50-16-31(1.1)] IN THE MANNERS PERMITTED BY O.C.G.A. § 50-16-31 ET SEQ.; (III) PURSUANT TO O.C.G.A. § 50-16-41, THE MANAGEMENT OF THE UTILIZATION OF ADMINISTRATIVE SPACE BY TENANT SHALL INCLUDE TENANT ENTERING INTO ANY NECESSARY AGREEMENTS TO RENT OR LEASE ADMINISTRATIVE SPACE AND THEN SUBSEQUENTLY SUBLETTING SUCH SPACE TO A USER AGENCY (AS HEREINAFTER DEFINED) REQUIRING THE SPACE. ACCORDINGLY, LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES, AND DOES HEREBY CONSENT TO TENANT'S SUBLET OF THE PREMISES, OR ANY PORTION THEREOF, AS WELL AS THE ASSIGNMENT OF THIS AGREEMENT, TO A USER AGENCY WITHOUT OBTAINING LANDLORD'S CONSENT, SO LONG AS TENANT GIVES LANDLORD PRIOR WRITTEN NOTICE THEREOF. FOR PURPOSES HEREOF, A "USER AGENCY" MEANS: (I) AN AGENCY, DEPARTMENT, COMMISSION, BOARD, PUBLIC BODY CORPORATE AND

POLITIC, OR BUREAU OF THE STATE OF GEORGIA, AND (II) ANY OTHER ENTITY AS PERMITTED BY STATE LAW. ANY USER AGENCY SHALL HAVE THE RIGHT, AT ITS ELECTION, TO CURE ANY DEFAULT BY TENANT UNDER THIS AGREEMENT. LANDLORD SHALL IMMEDIATELY PROVIDE TENANT WITH COPIES OF ALL CORRESPONDENCE SENT BY LANDLORD TO A USER AGENCY (OR TO ANY OTHER SUBTENANT) AND COPIES OF ALL CORRESPONDENCE RECEIVED BY LANDLORD FROM A USER AGENCY (OR FROM ANY OTHER SUBTENANT). NOTWITHSTANDING THE FOREGOING, LANDLORD ACKNOWLEDGES AND AGREES THAT THE USER AGENCY SHALL NOT BE AN AGENT OF TENANT AND SHALL NOT HAVE ACTUAL, CONSTRUCTIVE OR APPARENT AUTHORITY TO AMEND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT OR TO OTHERWISE BIND TENANT.

32. Surrender Of The Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

33. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an **"SNDA"**) in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

34. Miscellaneous.

A. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the

State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.

B. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the State Properties Commission. Under no circumstances should there be any expectation of the Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one year term. Any such reliance beyond the current one year term is at the sole risk of such party and the Tenant shall have no obligation (legal or moral) with respect to any losses suffered by such party. The express intent of this Section 35(B) is to put the Landlord and all third parties (including rating agencies, investors, underwriters, issuers and counsel) on express notice, that neither the Tenant, the State Properties Commission, the State of Georgia nor any of its departments or agencies shall have any obligation (legal or moral) with respect to any financing for the Premises

C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit "A" are subject to final approval by the State Fire Marshall's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshall's Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshall's Office to aid the Landlord in this approval process.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the

Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED
As to Landlord, in the presence of:

_____
Witness

_____
Notary Public

My Commission Expires:

LANDLORD

COPY

_____ (L.S.)
Robert A.B. Reichert, Mayor

ATTEST: _____ (L.S.)
Shelia Thurmond, Clerk of Commission

_____

By_____(L.S.)
(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

SIGNED, SEALED AND DELIVERED
As to Tenant, in presence of:

_____
Witness

_____
Notary Public
My Commission Expires:

_____
(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

TENANT

_____(L.S.)

_____(L.S.)

By_____(L.S.)

Title_____

Exhibit A

[Floor Plans to Be Attached]

9 B

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY TRANSIT AUTHORITY FOR THE LEASE OF OFFICE SPACE AT THE TERMINAL STATION BUILDING FOR USE BY THE MACON-BIBB COUNTY INFORMATION TECHNOLOGY STAFF; TO AUTHORIZE THE MAYOR TO EXECUTE A MEMO OF UNDERSTANDING WITH THE MACON-BIBB COUNTY TRANSIT AUTHORITY FOR THE MACON-BIBB COUNTY INFORMATION TECHNOLOGY STAFF TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE MACON-BIBB COUNTY TRANSIT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Information Technology staff currently occupies office space at the Terminal Station building in four (4) separate areas of the building; and

WHEREAS, updated lease agreements are needed for the Macon-Bibb Information Technology staff to continue occupying said space; and

WHEREAS, the proposed lease agreements will be for a period of one (1) year, from November 1st, 2014 to October 31st, 2015, with successive one (1) year renewals, unless either party gives notice of termination, and each lease will be in substantially the same form as the proposed lease attached hereto as Exhibit A; and

WHEREAS, the total square footage of space leased will be nine thousand six hundred eighty-one (9,681) square feet at a monthly lease rate of eight thousand sixty-seven dollars and fifty cents ($8,067.50) per month, which is equivalent to approximately ten dollars ($10.00) per square foot; and

WHEREAS, in addition, the Macon-Bibb County Transit Authority wishes to have the Macon-Bibb County Information Technology staff provide technical support, including maintenance, repairs, troubleshooting, and other additional technology services, for the computer infrastructure utilized by the Macon-Bibb County Transit Authority; and

WHEREAS, the Macon-Bibb County Transit Authority wishes to enter into a Memo of Understanding with Macon-Bibb County to allow the Information Technology staff to perform these services based upon an hourly rate to be negotiated by the parties; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute

an agreement with the Macon-Bibb County Transit Authority for the lease of office space at the Terminal Station building for use by the Macon-Bibb County Information Technology staff; and

NOW, THEREFORE, BE IT FURTHERE 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 memo of understanding with the Macon-Bibb County Transit Authority for the Macon-Bibb County Information Technology staff to provide technical support, including maintenance, repairs, troubleshooting, and other additional technology services, for the computer infrastructure utilized by the Macon-Bibb County Transit Authority.

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

EXHIBIT A

Proposed Lease Agreement at Terminal Station for IT Office Space

GEORGIA, BIBB COUNTY
LEASE OF SPACE IN TERMINAL STATION

This INDENTURE OF LEASE made and entered this ____ day of October, 2014 by and between

The Macon-Bibb County Transit Authority, a public corporation of the State of Georgia, hereinafter called "Lessor" and Macon-Bibb County, a political subdivision organized and existing under the laws of the State of Georgia, hereinafter called "Lessee".

WITNESSETH: That Lessee has this day rented from Lessor and Lessor has rented to Lessee the following described premises in Macon, Bibb County, Georgia, pursuant to the following terms, mutually agreed upon by the parties:

Premises

1. That space, commonly known as Suite 202 of the Terminal Station Building (hereafter, the "Terminal Station") comprising of approximately 3460 square feet on the 2nd floor of the Terminal Station located at 200 Cherry Street, said Terminal Station being more particularly described on Exhibit A which is attached and made a part hereof.

Term Use

2. For a term of one (1) year commencing November 1, 2014 and ending October 31, 2015 to be used for no other purpose than general office and administrative support. Upon the expiration of the original term, or any subsequent term, this lease agreement shall automatically renew for successive one year terms unless the Lessee provides Lessor with notice of its intent not to have the Agreement automatically renewed at lease sixty days prior to the last day of the then current term. Provided further, Lessor shall also be entitled to terminate this Lease Agreement if it provides Lessee at least sixty day notice of its intent to terminate prior to the last day of the then current term.

Rental

3.Lessee agrees to pay Monthly Rent to Lessor on the first day of each month beginning November 1, 2014 in the amount of $2,883.33 provided, however, that the rent payable after the second anniversary of the date of this lease may be increased by written notice from Lessor to Lessee at least thirty (30) days prior to the effective date of such increase. Lessee understands and agrees that if Lessor does not actually receive payment of such rental on or before the due date set forth in Lessor's notice to Lessee, Lessor shall be entitled to immediately exercise any and all remedies under Paragraph 21 of this lease without Lessor being required to give Lessee any notice of or opportunity to cure such default. If Lessee shall fail to pay any amounts due hereunder within five (5) days from and after the same shall become due and payable, then, (a) interest shall accrue thereon from the fifth day after said due date, to be paid by Lessee, at the lesser of either the "prime rate" (as from time to time set forth in the Money Rates column of the Wall Street Journal) plus five percent (5%) per annum, or the rate which is the highest legal limit

enforceable under applicable law for such interest, and (b) a late charge shall be imposed with respect to such late payment, which late charge shall be $100.00.

Services

Lessor shall provide:

4. A. If elevators exist, reasonable elevator service if applicable on Mondays through Fridays from 8:00 A.M. to 5:00 P.M., and on Saturdays from 8:00 A.M. to 1:00 P.M., legal holidays by Lessor excepted, with at least one elevator operating at all times.

B. Reasonable heating and air conditioning on Mondays through Fridays from 8:00 A.M. to 5:00 P.M., and on Saturdays from 8:00 A.M. to 1:00 P.M., legal holidays excepted. Lessor reserves the right to prohibit the installation, use, or continued use by Lessee of any machines or equipment which generate heat, unless and until arrangements are made by Lessee, acceptable to Lessor, to install supplementary air conditioning equipment in the demised premises, the installation, maintenance, and operation of which shall be at the sole expense of Lessee.

C. General cleaning and janitorial service for common areas of building. Lessor shall not be obligated to remove unreasonable amounts of rubbish or trash resulting from activities of Lessee.

D. Electricity and water, but only in such amounts as are reasonable for the use for which the demised premises are leased.

Utility Bills

5. Lessor shall pay water, sewer, gas, electricity, fuel light, heat and power bills for leased premises, or used by Lessee in connection therewith.

Garbage

6. Lessor shall pay fees for the collection of garbage or shall otherwise arrange for such collection.

Telecommunication Services

7. Telecommunication services (voice, data, internet) will be provided by Macon-Bibb County (Lessee) at competitive market rates. Cost of services will be in addition to the Monthly Rental.

Maintenance and Repairs

8. A. Lessor agrees to keep in good repair the heating and air conditioning systems, the roof, foundations, load bearing walls, structural walls and exterior walls of the premises, the building parking areas, the public areas, the landscaped areas, and underground utility and sewer pipes outside the exterior walls of the Building, except repairs rendered necessary by the negligence of Lessee, its agents, employees, or invitees. Lessor gives to Lessee exclusive control of premises and shall be under no obligation to inspect said premises. Lessee shall promptly report in writing to Lessor any defective condition known to it, which Lessor is required to repair, and failure to report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defects.

B. Lessee accepts the leased premises in their present condition and as suited for the uses intended by Lessee. Lessee shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair, the leased premises, except those repair expressly required to be made by Lessor. Lessee agrees to return said premises to Lessor at the expiration, or prior termination, of this lease in good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Alterations and Additions

9. Lessee shall make no alterations or additions in or to the demised Premises without first obtaining Lessor's written consent. All alterations or additions, excluding the movable office furniture and equipment of Lessee, but specifically including all carpeting and paneling, shall become the property of Lessor and shall remain upon or in said premises at the termination or expiration of this lease in any manner, all without payment of compensation to Lessee. However, Lessor may, at Lessor's option, at any time while this lease is in force or within 15 days thereafter, notify Lessee in writing to restore the premises in any respect to the same condition that they were in the beginning of this lease, whereupon Lessee shall be obligated to so restore the premises before the expiration of this lease, within a reasonable time after such notice is given, whichever is later.

Any alterations desired to be made by Lessee or required to be made pursuant to any local, city, county, state or federal laws, rules,

ordinance, statutes or regulations will be done at Lessee's sole costs and expense. All alterations will be aesthetically and structurally compatible with the original building construction and be done in a good and workmanlike manner and in compliance with all applicable laws.

Acceptance of Premises – Repairs by Lessor

10. Lessee hereby accepts the demised premises in their present condition and acknowledges that no representation or warranty as to the condition of the premises has been made to it. Lessor shall have no obligations to make repairs to the demised premises or the building in which it is located except to keep the roof of the building in good repair, to make structural repairs to the building, to keep in good repair the common hallways and other common facilities and areas provided in the building, the elevators and the plumbing and the wiring and air conditioning systems.

Termites, Rodents, and Pests

11. Lessor shall at its expense keep the demised premises free from termites, powder post beetles and similar wood destroying insects. Lessee shall at its expense keep the demised premises free from all other insects, rodents and pests.

Release and Indemnity

12. Lessee hereby releases Lessor and the officers, agents, employees of either from any and all liability for injury or damage to persons or property arising from any cause whatsoever on or about the demised premises or on or about the Lessor's property of which the demised premises are a part. Lessee hereby agrees to indemnify and hold harmless Lessor and its officers, agents and employees of either, from and against any and all liability and costs including, but not limited to, reasonable attorney fees caused by or related to damage to person or property of any person whatsoever arising on the demised premises or from Lessee's use of the premises or caused by the negligence or intentional fault of Lessee, its officers, agents, servants, customers or invitees. Anything to the contrary herein notwithstanding, this paragraph shall not indemnify or hold harmless the promisee or indemnitee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the promisee, his agents, or employees or indemnitee. This paragraph shall also be inapplicable to the extent any injury or damage is caused by the intentional fault of the promisee or indemnitee. The provisions of this paragraph shall control any provision in this lease that would otherwise require Lessor to repair any damage.

Lessee's Liability Insurance

13. Lessee agrees to maintain public liability insurance with a single limit of not less than $2,000,000.00 with a company approved by Lessor. Such insurance shall be written in such form as to protect Lessor, Lessee, and their officers, agents and employees, from liability and as to require ten days written notice to Lessor before cancellation, change of any party protected therein, or non-renewal. Lessee shall furnish to Lessor upon demand, and from time to

certificates evidencing the existence of such insurance and/or copies of the policies.

All of the aforementioned insurance shall be placed with an insurance company whose financial condition and policy forms are acceptable to Lessor and shall be endorsed to cover the liability assumed by Lessee under the provisions of this lease.

Lessee shall further carry, at Lessee's sole cost and expense, all- risk hazard insurance for the full replacement value of all Lessee's improvements located on the premises. Such insurance shall be in the name of Lessor and Lessee as their interests may appear, and shall name Lessor as loss payee.

Surrender of Premises

14. At the end of the term, Lessee shall surrender the demised premises in as good condition as they are now in, excepting only fair wear and tear, and such defects as Lessor is expressly obligated hereinunder to repair. All alterations and improvements, except trade fixtures put in at Lessee's expense, shall be surrendered with the premises, subject to the provisions of paragraph 4-B hereof.

Casualty, Causes Beyond Lessor's Control and Eminent Domain

15. In the event that the demised premises or the building in which they are located are damaged, or destroyed; or Lessor is prevented by any cause beyond his control not specifically mentioned herein from giving possession of all or a portion of the demised premises for all or any portion of the term, this lease shall remain in full force and effect. In such event the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby, but Lessor shall not be liable for any damages occasioned thereby. In the event of any damage or destruction, Lessor shall restore the premises and/or the building within a reasonable time or may, at its option cancel this lease if in Lessor's reasonable estimation the results of such damage or destruction cannot be materially restored within 90 days of the occurrence of the same. Lessor must exercise its option to cancel by written notice to Lessee given within 90 days of the occurrence of such damage or destruction. In the event that all of the demised premises or the building or such portion thereof as renders them worthless or substantially worthless for the uses permitted hereunder, is taken through exercise of the power of eminent domain or sold to the possessor of such power under threat of its exercise, this lease shall terminate. If any lesser portion is so taken or sold, the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby.

Compliance with Law and Insurance

16. Lessee shall comply with all laws, ordinances, rules, and regulations of all governmental agencies. Lessee agrees not to have

the premises unoccupied nor commit nor permit any act which will vitiate fire and/or other casualty insurance on the premises or increase the rate.

Entry by Lessor

17. Lessee shall have full control and possession of the demised premises; however, Lessor shall have the right to enter at reasonable times to inspect the premises and make repairs including the right to make repairs and replacements which the Lessee is obligated to make and charge the cost to the Lessee.

Signs

18. Lessor hereby reserves all advertising and sign privileges on all or any portion of the demised premises and on the building and adjacent property of which the demised premises is a part. Lessee shall have no right to install any sign on any portion of the demised premises, unless the written approval of Lessor be first obtained. Any sign installed by Lessee must be maintained in good condition throughout the term of this lease. Lessee shall have the right to be identified on any directory or monument sign provided by Lessor for the purpose of identifying all occupants of the building on the demised premises. Lessor shall have the privilege of carding the premises "For Lease" or "For Sale" at any time within 90 days previous to the expiration of this lease and the right during said time to exhibit and show the premises during reasonable hours or upon six hours notice to Lessee.

Nature of Lease

19. Regardless of the length of the term hereof, this agreement shall create the relationship of Landlord and Tenant; no estate shall pass out of Lessor; Lessee has only a usufruct, which is not subject to levy and sale and is not assignable by Lessee, except as expressly set forth in the next paragraph hereof.

Lease Non-Assignable

20. Lessee has no right or power to assign, mortgage, or pledge this lease, or to sublet the whole or any part of the premises for all or any part of the term hereof or to place any tenant, sub-tenant, or licensee upon said premises without first obtaining the written consent of Lessor. However, Lessor shall have the right to assign the Lease at its sole discretion.

Lessee Holding Over

21. If Lessee remains in possession of the demised premises after the expiration of the term hereof with the acquiescence of Lessor and without any distinct agreement between the parties, Lessee shall be a tenant at sufferance and there shall be no renewal of this lease by operation of law.

Waiver of Homestead

22. Lessee hereby waives all right to the benefit of any and all homestead or exemption laws and conveys and assigns to Lessor or his assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and

damages owed hereunder by Lessee to Lessor, and Lessee hereby directs the trustee in bankruptcy to deliver to Lessor a sufficient amount of any property or money claimed as exempt to pay such amounts and damages in full.

Default and Remedies

23.A. If Lessee:

1. shall fail to pay any remit on or before the due date (specifically including any additional rentals specified herein) or
2. shall make an assignment for the benefit of his creditors, or shall make an assignment for the benefit of his creditors, or
3. shall be adjudged a bankrupt by any court, voluntarily, or involuntarily, or
4. have a receiver or trustee appointed to take charge of custody of all or any portion of Lessee's property, voluntarily, or involuntarily, or
5. shall assign, mortgage or encumber this lease or sublet the whole or any part of the demised premises in violation of the terms of this lease, or
6. shall vacate or fail to occupy time premises for more than thirty (30) days, or
7. shall fail to perform or observe any other covenant, agreement, or requirement of this lease not previously mentioned in this paragraph and such failure continue for 20 days after written notice is given by Lessor to Lessee;

Lessor shall have the right, at its option, to declare the rental payments (including any additional rentals) for the entire term of this lease to be immediately due and payable and/or immediately repossess the premises and remove therefrom Lessee, his agents, employees, servants, licensees, and other persons and any and all property, with or without legal process, and/or to relet the premises for the account of Lessee, charging the Lessee for the difference between the rent specified in this lease over the amount of rental that can be obtained through reasonable diligence by such reletting and/or declare this lease void. No action taken by Lessor in the event of default shall relieve Lessee from his obligation to pay rent as specified in this lease agreement.

B. In the event of any default by Lessee, calculations of the damages payable to Lessor shall not be limited to the fixed rental specified herein but shall be calculated on the amount of any additional rental specified herein that would have been payable to Lessor if any business permitted under the terms of this lease had been operated with reasonable diligence from the premises.

C. In the event of any default by the Lessee, Lessee shall pay to Lessor, in addition to all other damages, a sum equal to 15% of the rent, late fees and such other damages as a reasonable attorney's fee.

D. All remedies specified herein are in addition to any and all others authorized by law or in equity.

Notices

24. Whenever any notice, request, or demand is required or permitted under this lease, the same shall be in writing and may be served by depositing the same postpaid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail,

If addressed to the Lessor:

Macon-Bibb County Transit Authority
200 Cherry Street
Macon, GA 31201

If addressed to the Lessee:

Macon-Bibb County
Chief Administrative Officer
City Hall, 700 Poplar Street
Macon, Georgia 31201

or at such other address that either party may hereafter furnish to the other in writing as the address under this section.

Effect of Titles

25. The titles placed on this lease are for convenience only and shall be disregarded in construing this lease.

Successors

26. The agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, devise, legatees, next-of-kin, successors and assigns.

Inability to Deliver Possession

27. If for any reason whatsoever, whether or not attributable to the fault of the Lessor, Lessor is unable to deliver possession of the demised premises to the Lessee at the commencement term of this lease, Lessor shall not be liable to Lessee in any way for damages and this lease shall not terminate; however, Lessee shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Lessee, and the term of this lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession .

Security Deposit	28. No security deposit is required.
Rules and Regulations	29. Lessee, its employees, contractors, agents, invitees and visitors shall observe faithfully and comply strictly with the Rules and Regulations Lessor may from time to time reasonably adopt for the safety, care and cleanliness of the Office Building and for the preservation of good order and health therein, including but not limited to any regulations regarding smoking. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building or Office Building.
Late Charges	30. If the rent payable for any month is paid and accepted after the tenth day of the month, a late charge fee equal to five percent (5%) of all monthly rents owed will be due.
Subordination	31. Lessee agrees to subordinate this lease to the operation and effect of any security deed or similar instrument which may now or hereafter exist on all or any portion of the Office Building provided that any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Lessee as its tenant and not disturb tenant's quiet possession of the premises. Lessee further agrees to execute such certificates relating to the form or status of the lease as any such holder may reasonably request.
Attornment	32. In the event that title to the Office Building and/or the demised premises is acquired by any other person Lessee agrees to attorn to, and recognizes Lessor, any such successor in title and to execute any document that may be proper to evidence the same.
Limitation on Lessor's Liability	33. It is understood and agreed that Lessor shall have no personal liability in respect to any of the covenants, conditions or provisions of this lease; in the event of a breach or default by Lessor of any of its obligations under this lease. Lessee shall look solely to the equity of the Lessor in the Office Building.
Improvements by Lessor	None.

IN WITNESS WHERE the parties hereto have set their hands and affixed their seals the day first above written.

MACON –BIBB COUNTY TRANSIT AUTHORITY

By: _____
Richard L. Jones, Gen. Mgr/CEO

MACON-BIBB COUNTY

By: _____
Mayor Robert Reichert

Attest: _____
Shelia Thurmond, Clerk
of Commission

Sworn to and subscribe before me
this ____ day of _____, 2014.

_____
Notary Public, State of Georgia
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that parcel of land in the City of Macon, Bibb County, Georgia, composed of parts of Squares Nos. 35 and 25, part of the "Old Courthouse Square", and parts of what were laid out originally as public alleys within said squares and as public streets adjacent to said squares, being all of the property designated as PARCEL "A", PARCEL "C" PARCEL "D-1A", and PARCEL "D-18" upon a plat prepared by S. J. Gostin Co., Inc. dated March 9, 1982, last revised June 7, 1984, and being described according to said plat as follows:

Beginning at a stud marking the point where the original southwest line of Cherry Street is intersected by the southeast line of Fifth Street as relocated by the grants of encroachments aggregating 50 feet into Fifth Street and from this point extending along Fifth Street and from this point extending along Fifth Street N 35'10'29' E311.17 feet to a stud; thence S 54'55'33' E 4.78 feet to a stud; thence N 35'04' 16 E 54.29 feet to a stud; thence following the area to the left in the right of way of Fifth Street 251.77 feet to an iron pipe which is located 246.18 feet N 15'02'26; E of the last mentioned stud; thence following the area to the right in the right of way of Fifth Street 115.77 feet to an iron pipe located 107.95 feet N 31'51'21 E of the last mentioned iron pipe; thence following the area to the left in the right of way of Fifth Street 264.17 feet to an iron pipe located 261.62 feet N 54'55'02' E of the iron pipe marking the last point of departure; thence S 35'11'22 W 39.12 feet to an iron pipe; thence @ 54'48'38 E 203.37 feet to an iron pipe; thence S 32'17'46 W 121.87 feet to an iron pipe; thence continuing S 39;17'46; W 122.27 feet to an iron pipe; thence 5 35'09'47 W 785,13 feet to an iron pipe; thence N 54'40'54' W 138,51 feet to an iron pin; thence S 68'07'19' W 48.62 feet to an iron pin; thence N 54'40'12 W 15.76 feet to a stud on the present south line of Fifth Street; thence along Fifth Street N 35'10'25' E 487.46 feet to a stud; and thence N 54'49'31' W 10.00 feet to the stud marking the point of beginning.

9 C

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH THE GEORGIA DEPARTMENT OF CORRECTIONS FOR THE USE OF PRISON LABOR TO SUPPLEMENT THE PUBLIC WORKS DEPARTMENT'S WORK FORCE (8 OFFENDER WORK DETAILS FROM MCEVER PROBATION DETENTION CENTER AT $39,500 PER DETAIL FOR ONE YEAR, FOR A TOTAL OF $316,000.00 FOR FY 2015); AND FOR OTHER PURPOSES.

WHEREAS, the Public Works Department (Public Works) has the responsibility of maintaining the aesthetic value of public property; and

WHEREAS, Public Works has a shortage of employees available for the purpose of maintaining that aesthetic value; and

WHEREAS, the Georgia Department of Corrections desires to provide inmates the opportunity to work in various communities to supplement shortages in governmental employees; and

WHEREAS, it is in Macon-Bibb County's best interest to enter into this contract with the Department of Corrections for the use of its inmate labor, as this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute a contract with the Georgia Department of Corrections for eight (8) offender work details provided by Dooly State Prison to supplement Public Works' work force at a cost of $316,000.00, said contract to be in substantially the same form as Exhibit "A" attached hereto.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2014, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Macon-Bibb County, a department, agency or political subdivision of the State of Georgia ("Governmental Entity"),

WITNESSETH:

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

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

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

1. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until 11:59 p.m. on June 30, 2015 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with eight (8) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

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

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

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

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

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

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

6. Compensation. Governmental Entity agrees to pay Department the sum of Three Hundred Sixteen Thousand Dollars ($316,000.00) per year calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for nay overtime provided by Correctional Officer at an overtime rate of one and one half (1 ½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week, for up to ten (10) hours each day for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice.

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

8. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the

address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:	Macon-Bibb County Attn: Mayor P.O. Box 247 Macon, GA 31202-0247
If to Department:	Robert E. Jones General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, GA 31029
With a copy to:	McEver Probation Detention Center Superintendent P.O. Box 1430 Perry, GA 31069

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

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

11. Drug-Free Workplace Act. Governmental Entity hereby certifies that:

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

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

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

        1) Governmental Entity has made false certification hereinabove; or
        2) Governmental Entity has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act."

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

the laws of the State of Georgia.

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

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

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

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Robert E. Jones, General Counsel

GOVERNMENTAL ENTITY:

By: _____
Robert A.B. Reichert, Mayor

Attest: _____
Shelia Thurmond, Clerk of Commission

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

9 D

COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND CONDITIONED AIR, INC. FOR ($161,105.00) FOR THE INSTALLATION AND REPLACEMENT OF HVAC SYSTEMS AT VARIOUS RECREATION CENTERS IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Recreation Department is responsible for the operation, maintenance, and capital improvements to the various public parks and recreation areas in and around Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Parks and Recreation Department operates the Rosa Jackson Center, the East Macon Center, and the Bloomfield Gym; and

WHEREAS, the Rosa Jackson Center's various facilities require improvements to their HVAC systems including but not limited to new furnaces and new condensing units, new heat pumps, and new cooling units; and

WHEREAS, the East Macon Center requires improvements to its HVAC systems including but not limited to new gas furnaces and new condensing units; and

WHEREAS, Bloomfield Gym requires improvements to its HVAC systems including but not limited to new heat pumps and caging units, new wiring, and a new service attachment point for electrical service; and

WHEREAS, Conditioned Air, Inc. is already providing services to Macon-Bibb County under a previous service agreement with the former Bibb County to upgrade and improve HVAC systems at other recreation facilities within Macon-Bibb County; and

WHEREAS, based on the existing contract and Macon-Bibb County's preference to maintain continuity of services throughout the various recreation centers, this contract is deemed to be a continuation of services; and

WHEREAS, Conditioned Air, Inc. has estimated the costs for the HVAC improvements to the named recreation centers will be $161,105.00; and

WHEREAS, the funding source for these HVAC improvements will be SPLOST funds earmarked for parks and recreation.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with Conditioned Air, Inc. in the amount of one hundred sixty one thousand one hundred five dollars and No/100s ($161,105.00) to provide HVAC improvements to the Rosa Jackson Center, East Macon Center, and Bloomfield Gym recreation facilities in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

9 E

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AERO ART, LLC FOR A GROUND LEASE AGREEMENT AT MACON DOWNTOWN AIRPORT; TO AUTHORIZE THE TERMINATION OF ALL PREVIOUS AGREEMENTS AT MACON DOWNTOWN AIRPORT WITH LLOYD "BO" GEORGE AND ANY COMPANY, CORPORATION, OR AGENT OF LLOYD "BO" GEORGE; TO APPROVE THE ACCEPTANCE OF A QUITCLAIM DEED FROM LLOYD "BO" GEORGE FOR ANY AND ALL REMAINING INTEREST IN ALL OTHER PROPERTY AT MACON DOWNTOWN AIRPORT; FOR OTHER PURPOSES.

WHEREAS, Lloyd "Bo" George is the owner of Aero Art, LLC; and

WHEREAS, Lloyd "Bo" George previously had an agreement in place to operate a fixed based operator fuel delivery mechanism at Macon Downtown Airport, and also leased other buildings at Macon Downtown Airport; and

WHEREAS, Lloyd "Bo" George now wishes to terminate the leases in place and only have a ground lease for one (1) hangar at Macon Downtown Airport, which is commonly referred to as the "Brown Hangar"; and

WHEREAS, the County will terminate all previous lease agreements with Lloyd "Bo" George, with the exception of the lease agreement for T-Hangars located on Parcel U080-0183, and Lloyd "Bo" George will execute a quitclaim deed in favor of Macon-Bibb County to relinquish all interest and rights in said property at Macon Downtown Airport; and

WHEREAS, upon the execution of the quitclaim deed, Macon-Bibb County will execute a Ground Lease Agreement with Aero Art, LLC (which is owned solely by Lloyd "Bo" George) for the Brown Hangar area; and

WHEREAS, this hangar will be used as an aircraft paint facility and the lease payment will be in the amount of three thousand three hundred dollars ($3,300) annually; and

WHEREAS, the Ground Lease Agreement will be for an initial term of twenty (20) years, with one (1) option for a five (5) year renewal period at the request of the Tenant; and

WHEREAS, upon the expiration of the Ground Lease Agreement, the building and subsequent improvements will become the property of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Aero Art, LLC for a Ground Lease Agreement of what is commonly referred to as the "Brown Hangar" at Macon Downtown Airport; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon Bibb County Commission, and it is hereby resolved by authority of the same, that the County is authorized to terminate all previous lease agreements in place in whatever form that Lloyd "Bo" George, and any company, corporation, or agent of Lloyd "Bo" George, may have at Macon Downtown Airport; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon Bibb County Commission, and it is hereby resolved by authority of the same, that the County is authorized to accept a Quitclaim Deed in favor of Macon-Bibb County to accept all interest in whatever form that Lloyd "Bo" George, and any company, corporation, or agent of Lloyd "Bo" George, has in the remaining property located at Macon Downtown Airport; and

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

9 F

Sponsor: Robert A.B. Reichert

COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ESTABLISH AND PROVIDE A SUMMARY OF THE HEALTH AND LIFE INSURANCE RETIREMENT BENEFITS CURRENTLY AVAILABLE TO FORMER BIBB COUNTY EMPLOYEES, FORMER CITY OF MACON EMPLOYEES, AND MACON-BIBB COUNTY EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2014, AND TO ADOPT AN AMENDMENT TO THE MACON-BIBB COUNTY OTHER POST EMPLOYMENT BENEFITS TRUST AGREEMENT PROVIDING THAT THESE RETIREMENT BENEFITS MAY BE FUNDED BY MACON-BIBB COUNTY UNDER THE TRUST AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, Bibb County, Georgia established the Bibb County Other Post-Employment Benefits Trust (hereinafter the "County Plan") on or about January 1, 2008; and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Commission amended the County Plan to provide for the consolidation of the City of Macon and Bibb County (hereinafter the "Macon-Bibb County Other Post Employment Benefits Trust ") on or about April 16, 2014; and

WHEREAS, the Macon-Bibb County Commission wishes to establish and provide a summary of the health and life insurance retirement benefits which are currently available to former Bibb County employees, former City of Macon employees, and Macon-Bibb County employees hired on or after January 1, 2014, and to adopt an amendment to the Macon-Bibb County Other Post Employment Benefits Trust Agreement providing that these retirement benefits may be funded by Macon-Bibb County under the Trust;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by authority of the same that the Commission does hereby establish and provide a summary of the health and life insurance retirement benefits which are currently

available to former Bibb County employees, former City of Macon employees, and Macon-Bibb County employees hired on or after January 1, 2014, a copy of which is attached hereto and a part hereof.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission does hereby amend the Macon-Bibb County Other Post Employment Benefits Trust Agreement to provide that these retirement benefits may be funded by Macon-Bibb County under the Trust by replacing Exhibit "A" to the Macon-Bibb County Other Post Employment Benefits Trust Agreement in its entirety with the attachment hereto.

BE IT FURTHER RESOLVED that Macon-Bibb County reserves the right to modify, revise, amend, or discontinue health and life insurance retirement benefits for its employees and retirees at any time.

BE IT FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

EXHIBIT A

SUMMARY OF EACH OF THE PLANS' BENEFITS
FUNDED UNDER TRUST
(RESTATED EFFECTIVE JANUARY 1, 2014)

HEALTH

Former Bibb County Employees:

- An employee who was hired by Bibb County, Georgia on or after May 1, 2011, shall not be eligible for any retiree health care benefits upon his or her retirement from Macon-Bibb County.

- An employee who was hired by Bibb County, Georgia, prior to May 1, 2011, (a "Pre-May 2011 Employee"), and has coverage under the Group Health Benefit Plan of either Bibb County or Macon-Bibb County on the day he/she becomes an eligible retiree is qualified to continue individual group retiree health care coverage at the premium rate to be determined by the Macon-Bibb County Commission, subject to applicable health plan document restrictions and/or conditions as may be amended from time to time. For all purposes of this summary related to former Bibb County employees, "eligible retiree" shall mean termination of employment after an employee has fulfilled all the requirements to receive a normal, early, or disability retirement under the Macon-Bibb County Pension Plan. Family coverage for health benefits, and vision and dental coverage may also be available to such eligible retirees at the premium rate established by Macon-Bibb County, Georgia each year.

- In no event shall any Pre-May 2011 Employee be eligible for retiree health care coverage if he/she terminates employment before becoming an eligible retiree or before the tenth anniversary of employment with Bibb County (10 Years of Service). An employee who is terminated or who resigns from employment after 10 Years of Service, but prior to becoming an eligible retiree, is not eligible for retiree health benefits, but shall only receive his or her pension benefits.

- A Pre-May 2011 Employee shall cease to be eligible to receive retiree health care benefits upon becoming Medicare eligible, except as provided below:

    - A Pre-May 2011 Employee who becomes an eligible retiree of either Bibb County or Macon-Bibb and enrolls in a medical plan through Extend Health, a Towers Watson Company, shall be eligible to participate in a Health Reimbursement Arrangement (HRA) with a $388.00 per month subsidy. Macon-Bibb County reserves the right to change, modify, revise, amend, or terminate the $388.00 Health Reimbursement Arrangement (HRA) plan benefit.

- For purposes of eligibility for retiree health coverage, Years of Service with Macon-Bibb County, Georgia are counted as Years of Service with Bibb County, Georgia.

Former City of Macon Employees:

- An employee who was hired by the City of Macon, Georgia, prior to January 1, 2014, and is covered under the Group Health Benefit Plan of either the City of Macon or Macon-Bibb County on the date of he/she becomes an eligible retiree is qualified to continue individual group retiree health care coverage at the premium rate to be determined by the Macon-Bibb County Commission, subject to applicable health plan document restrictions and/or conditions as may be amended from time to time. For all purposes of this summary related to former City of Macon employees, "eligible retiree" shall mean termination of employment after an employee has fulfilled all the requirements to receive a normal, early, or disability retirement under either Division A of the Macon-Bibb County Pensions and Retirement System or the Macon-Bibb County Fire & Police Department Employees' Retirement System. Family coverage for health benefits, and vision and dental coverage may also be available to such eligible retirees at the premium rate established by Macon-Bibb County, Georgia each year.

- In no event shall any employee be eligible for retiree health care coverage if he/she terminates employment before becoming an eligible retiree.

- An eligible retiree shall cease to be eligible to receive retiree health care benefits upon becoming Medicare eligible.

- For purposes of eligibility for retiree health coverage, Years of Service with Macon-Bibb County, Georgia are counted as Years of Service with the City of Macon, Georgia.

Macon-Bibb County Employees Hired on or after January 1, 2014:

- An employee who was hired by Macon-Bibb County, Georgia on or after January 1, 2014, shall not be eligible for any retiree health care benefits upon his or her retirement from Macon-Bibb County.

The Following Provisions Apply to All Former Bibb County and City of Macon Employees as well as Current Macon-Bibb County Employees:

- Macon-Bibb County, Georgia reserves the right to modify, revise, amend or discontinue any retiree health care benefits, (including but not limited to vision, dental, health, and HRA benefits), in its sole discretion at any time.

- See the Group Health Plan Document(s) and Summary Plan Description(s) for active employees for the health benefits provided to retirees, a copy of which is on file with the Macon-Bibb County-Human Resources Department and incorporated herein by reference, and subject to amendment by the Macon-Bibb County Commission.

- See the Health Reimbursement Arrangement (HRA) Plan Document and Summary Plan Description, a copy of which is on file with the Macon-Bibb County-Human Resources Department and incorporated herein by reference, and subject to amendment by the Macon-Bibb County Commission.

- The OPEB Trust funds may be used to pay any retiree health benefits including supplemental payments or benefits, including but not limited to vision, dental, health, and HRA benefits.

- The following classifications shall be ineligible for health benefits:
  - Retirees who are working elsewhere and have group health benefits available to them.
  - Spouses of retirees who are working elsewhere and have group health benefits available to them.

Life Insurance

Macon-Bibb County government will continue current retiree coverage at the same levels as pre-consolidation and the benefit amount depends on the employee's date of retirement, provided, however, that Macon-Bibb County reserves the right to modify, revise, amend or discontinue any retiree life insurance benefits in its sole discretion at any time.

- For former Bibb County Employees who retired prior to October 1, 1983, the life insurance benefit is $2,000 with no reduction.

- For former Bibb County Employees who retired on or after October 1, 1983, but prior to November 1, 1998, the life insurance benefit is an amount equal to 200% of pre-retirement earnings (rounded to the next higher $1,000) to a maximum benefit of $100,000. Insurance is reduced to a percentage of the original retiree benefit as follows:

  Age 65, reduces to 65%
  Age 70 reduces to 42.25%

- For former Bibb County Employees who retired on or after November 1, 1998, but prior to January 1, 2003, the life insurance benefit is an amount equal to 200% of pre-retirement earnings (rounded to the next higher $1,000) with a minimum benefit of $8,000 and a maximum benefit of $100,000. Insurance is reduced to a percentage of the original retiree benefit as follows:

  Age 65, reduces to 65%
  Age 70 reduces to 45%
  Age 75 reduces to 30%
  Age 80 reduces to 20%

- For former Bibb County Employees Hired Prior To Mayl, 2011

  For former Bibb County employees hired prior to May 1, 2011, who retired after January 1, 2003, the life insurance benefit is an amount equal to 100% of their pre-retirement earnings (rounded to the next higher $1,000.00) with a minimum benefit of $8,000.00 and a maximum benefit of $50,000.00. Insurance is reduced to a percentage of the original retiree benefit as follows:

  Age 65, reduces to 65%
  Age 70, reduces to 45%
  Age 75, reduces to 30%
  Age 80, reduces to 20%

For future Bibb County retirees hired prior to May 1, 2011, the benefit will be 100% of pre-retirement earnings (rounded to the next higher $1,000.00) with a minimum benefit of $8,000.00 and a maximum benefit of $50,000.00. Insurance is reduced to a percentage of the original retiree benefit as follows:

Age 65, reduces to 65%
Age 70, reduces to 45%
Age 75, reduces to 30%
Age 80, reduces to 20%

- For former City of Macon Employees Hired Prior to May 1, 2011
  For former City of Macon employees hired prior to May 1, 2011, who retired prior to January 1, 2014, the life insurance benefit is $5,000.00. There is no reduction.

  For former City of Macon employees hired prior to May 1, 2011, who retire on or after January 1, 2014, the life insurance benefit is an amount equal to 100% of pre-retirement earnings (rounded to the next higher $1,000.00) with a minimum benefit of $8,000.00 and a maximum benefit of $50,000.00. Insurance is reduced to a percentage of the original retiree benefits as follows:

  Age 65, reduces to 65%
  Age 70, reduces to 45%
  Age 75, reduces to 30%
  Age 80, reduces to 20%

- Former Bibb County and City of Macon Employees Hired On Or After May 1, 2011
  For former Bibb County and former City of Macon employees hired on or after May 1, 2011, who retire on or after January 1, 2014, there are no retiree life insurance benefits.

- Macon-Bibb County Employees Hired On Or After January 1, 2014
  Macon-Bibb County employees hired on or after January 1, 2014 have no retiree life insurance benefits.

- The OPEB Trust funds may be used to pay any retiree life insurance premiums.

- See life insurance policies, copies of which are on file with the Macon-Bibb County-Human Resources Department and incorporated herein by reference, and subject to amendment by the Macon-Bibb County Commission.

This Summary of Each of the Plans' Benefits Funded Under Trust is only intended to offer an outline of benefits. All details and contract obligations of plans are stated in the plan documents, group contracts, and/or insurance documents. In the event of conflicts between this Summary and the plan documents, group contracts, and/or insurance documents, the plan documents, group contracts, and/or insurance documents shall control.

9 G

SPONSOR: MAYOR ROBERT A.B. REICHERT

COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPROVING CHANGES IN MACON-BIBB COUNTY'S GROUP HEALTH PLAN, INCLUDING DESIGN, ELIGIBILITY AND PREMIUM CONTRIBUTION CHANGES, ATTACHED AS EXHIBIT A; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County currently provides health benefits to its employees and retirees to help protect their health and wellbeing; and

WHEREAS, the increasing costs of such health benefits, coupled with the mandatory budget reductions set forth in the Charter, have the potential to adversely impact the overall financial condition of Macon-Bibb County if such costs are not controlled; and

WHEREAS, changes are required in Macon-Bibb County's group health plan in order to protect the financial viability of Macon-Bibb County while still providing needed health benefits to Macon-Bibb County's employees and retirees.

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 proposed changes in Macon-Bibb County's group health plan described in Exhibit A, attached hereto, including design, eligibility and premium contribution changes, are hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is authorized to amend and/or adopt such health plan documents and summary plan descriptions for the group health plan, and to execute any other documents, as necessary in order to effectuate the changes authorized herein.

BE IT FURTHER RESOLVED that it is Macon-Bibb County's intent to comply with all provisions of the Affordable Care Act.

BE IT FURTHER RESOLVED that Macon-Bibb County reserves the right to modify, revise, amend, or discontinue group and/or (Health Reimbursement Arrangement) HRA health benefits for its employees and retirees at any time.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

EXHIBIT "A"

This is an overview of the changes to the health plans that we are recommending. This includes changes in the following areas:

- Required contractual changes under the Affordable Care Act (ACA) and the Mental Health Parity and Addiction Equity Act (MHPAEA)
- Recommended contractual changes proposed by Macon-Bibb County
- Pricing of employee and retiree premium contributions
- Eligibility for coverage
- ~~Phasing out Health Reimbursement Arrangement (HRA) Benefits~~ *(Item deleted by Committee Amendment made by Operations and Finance Committee on 10-14-14.)*

Only the first item is required; the others are recommendations that will control costs under the Plans and promote equity among all employees.

REQUIRED REGULATORY ACTIONS

Under the ACA, all member cost shares for In-Network Essential Health Benefits services, including plan deductibles, fixed copayments and coinsurance percentages, must be applied to the out-of-pocket maximum, which cannot exceed $6,600 for single coverage and $13,200 for other than single. While this was accomplished for medical services effective 1/1/14, beginning 1/1/15, the out of pocket limits will include prescription drug member liabilities as well

Macon-Bibb County is already in compliance with the requirements set forth by the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 but the Final Rule includes specific additional consumer protections to include:

- Clarifying the scope of transparency required by health plans, including the disclosure rights of plan participants to ensure compliance with the law.
- Clarifying that parity applies to all plan standards, including geographic limits, facility-type limits and network adequacy.
- Eliminating an exception to the parity rule that was determined to be confusing, unnecessary and open to abuse.
- Ensuring that parity applies to intermediate levels of care received in residential treatment or intensive outpatient settings. This is an area where Macon-Bibb plans will see a plan change to introduce covered service for intermediate levels of care (residential treatment). As reference, if a plan classifies care in skilled nursing facilities or rehabilitation hospitals as inpatient benefits, then the plan must likewise treat any covered care in residential treatment facilities for mental health or substance user disorders as an inpatient benefit. In addition, if a plan treats home health care as an outpatient benefit, then any covered intensive outpatient mental health or substance use disorder services and partial hospitalization must be considered outpatient benefits as well.

RECOMMENDED CONTRACTUAL CHANGES: NON-MANDATORY

The following changes help to decrease costs through higher cost sharing, pharmacy controls and new technology.

- Increase Out of Pocket limits by $500 per individual member not to exceed $1,000 per family unit. Again, this serves to offset the addition of Rx co-pays towards the Out of Pocket maximum accumulation.

- Add the following prescription drug formulary edits that will apply to some drugs:
  - ***Prior Authorization***-assures proper use and guidelines are followed
  - ***Step Therapy***-a process calling for the use of one type of drug before another type is covered.
  - ***Quantity Limits***-restricts over-utilization of a medication and unnecessary re-fills
  - ***Dose Optimization***-encourages double strength dosage once a day instead of half doses twice daily. Results in lower cost and greater likelihood of remembering to take the dose.
- Add "***Pay the Difference***" logic to further encourage generic drug utilization. When a generic medication is available it will automatically be substituted for the brand prescription unless the doctor indicates "Dispense as Written' (DAW). If there is no DAW indication and the member still insists upon brand medication, the member will pay the applicable co-pay plus the difference in the brand and generic medication.
- Add Blue Cross' ***Live Health Online***. This provides online access to a physician 24/7/365 for non-emergency care. Cost to the member is the primary care physician co-pay currently in place. Cost to the plan will be $49 per encounter less the member's co-pay. This is significantly lower than emergency room, urgent care and even primary care office visit charges. We believe this will bring convenience, better productivity, and lower costs to our employees and their families.

EMPLOYEE AND RETIREE PREMIUM CONTRIBUTION

Our proposal is to hold the premium per pay period unchanged for Active Employees. However, we plan to make withholdings on a 24 pay period basis instead of the current 26. This will result in per pay period costs going up but the annual costs remaining the same.

Claim costs to the Plan are higher for Retirees than for Active Employees by 50% through the first 8 months of 2014. The monthly cost per employee was $557.69 while the cost per retiree per month was $840.13. Given the need to control costs and the experience that supports it, we are proposing an increase for Retirees of ~~25%~~ 10 % to the net monthly cost after tobacco and wellness discounts. ~~Based on the current participation this would result in annual savings to the Plan of $121,764. The changes are shown on the attached spreadsheet.~~ *(Amount reduced from 25% to 10% by Committee Amendment made by Operations and Finance Committee on 10-14-14.)*

ELIGIBILITY FOR COVERAGE

As a risk reducing strategy we propose to modify the eligibility rules to be covered under the plan. Specifically we would make the following classifications ineligible for health benefits:

- Retirees who are working elsewhere and have group health benefits available to them.
- Spouses of Active Employees or of Retirees who are working elsewhere and have group health benefits available to them.

~~**PHASING OUT RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) BENEFITS**~~

- ~~As method of helping to reduce future OPEB liabilities and promoting equity among all employees, we propose that former Bibb County employees who become eligible to retire from Macon-Bibb County after December 31, 2014, shall be treated the same as all other Macon-Bibb County employees and receive no HRA benefits upon becoming Medicare eligible retirees.~~ *(Item deleted by Committee Amendment made by Operations and Finance Committee on 10-14-14.)*

9 H

ATTACHMENT 8.A

SPONSORED BY: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ADOPTING THE UNITED STATES CONFERENCE OF MAYOR'S 457 DEFERRED COMPENSATION RETIREMENT PROGRAM ADMINISTERED THROUGH GREAT-WEST FINANCIAL TO BE MADE AVAILABLE TO ALL ELIGIBLE MACON-BIBB COUNTY EMPLOYEES AND ELECTED OFFICIALS ; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission wishes to offer and establish a 457 Deferred Compensation Retirement Program with the United States Conference of Mayors to be made available to all eligible Macon-Bibb County employees and elected officials; and

WHEREAS, the 457 retirement plan will allow Macon-Bibb County employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement and Social Security income (if applicable), at no cost to Macon-Bibb County

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by authority of the same that the Commission hereby adopts the new United States Conference of Mayors 457 Deferred Compensation Retirement Program administered through Great-West Financial and hereby establishes said Macon-Bibb County Retirement Program for the voluntary participation of all eligible county employees and elected officials.

BE IT FURTHER RESOLVED that the Director of Human Resources or his/her designee is hereby authorized to execute for Macon-Bibb County, individual participation agreements with each employee requesting the same, and to act as the "Administrator" of the Plan representing Macon-Bibb County, and to execute such agreements and contracts as are necessary to implement the United States Conference of Mayors 457 Deferred Compensation Retirement Program. It is implicitly understood that other than that there is to be no cost to Macon-Bibb County for the Program.

SO RESOLVED this _____ day of _____, 2014.

_____

ROBERT A.B. REICHERT, MAYOR

ATTEST: _____

SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

91

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN OF 1968 SO AS TO ESTABLISH THE MACON-BIBB COUNTY GENERAL EMPLOYEES PENSION TRUSTEE BOARD, TO DESIGNATE THE COMPOSITION OF THE BOARD AND TO GRANT THE NEWLY DESIGNATED BOARD THOSE POWERS FORMERLY GRANTED TO THE MACON-BIBB COUNTY BOARD OF COMMISSION UNDER ARTICLE 13.03; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Bibb County, Georgia (the "County") established the Bibb County Pension Plan of 1968, first effective December 17, 1968, which was recently amended and restated effective January 1, 2011 (the "Plan"); and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia; and

WHEREAS, the Plan was amended by the Board of Commissioners of the County effective January 1, 2014, to reflect the restructuring of governments by transferring sponsorship of the Plan to Macon-Bibb County (the "Employer") (and to exclude new employees of the restructured government who are hired on and after January 1, 2014, from participating in the Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective February 18, 2014, by amending various definitions under Article I of the Plan regarding "Eligible Employee" and Section 2.01 of the Plan regarding "Eligibility", and Section 2.07 regarding "Restructured Government" with the addition of subsection (d); and

WHEREAS, Article XI of the Plan allows the Plan to be amended by the Employer at any time by a written instrument authorized by the Macon-Bibb County Commission.

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority of the same that the Fourth Amendment to the Bibb County Pension Plan of 1968, a copy of which is hereto and a part hereof, is hereby adopted by the Macon-Bibb County Commission.

BE IT FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

FOURTH AMENDEMENT TO THE BIBB COUNTY PENSION PLAN OF 1968

WHEREAS, Bibb County, Georgia (the "County") established the Bibb County Pension Plan of 1968, first effective December 17, 1968, which was recently amended and restated effective January 1, 2011 (the "Plan"); and

WHEREAS, effective January 1, 2014, Bibb County, Georgia and the City of Macon, Georgia governments were restructured into a new political body corporate known as Macon-Bibb County, Georgia; and

WHEREAS, the Plan was amended by the Board of Commissioners of the County effective January 1, 2014, to reflect the restructuring of governments by transferring sponsorship of the Plan to Macon-Bibb County (the "Employer") (and to exclude new employees of the restructured government who are hired on and after January 1, 2014, from participating in the Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective February 18, 2014, by amending various definitions under Article I of the Plan regarding "Eligible Employee" and Section 2.01 of the Plan regarding "Eligibility", and Section 2.07 regarding "Restructured Government" with the addition of subsection (d); and

WHEREAS, Article XI of the Plan allows the Plan to be amended by the Employer at any time by a written instrument authorized by the Macon-Bibb County Commission.

NOW, THEREFORE, the Plan is hereby amended as indicated herein:

1. Article 13 of the Plan, 13.03 Board of Commissioners is hereby amended as follows:

13.03 Pension Trustee Board.

The Pension Trustee Board will consist of a seven (7) member board comprised as follows: one active Macon-Bibb County employee that is a member of this plan, one Macon-Bibb County retiree that is a member of this plan, one active employee of the Macon-Bibb County Fire Department that is a member of this plan, one active employee of the Macon-Bibb County Sheriff's Office that is a member of this plan, one Macon-Bibb County citizen at large (said citizen at large is required to have a background in finance or retirement administration) and two Macon-Bibb County Commissioners; where said members shall be appointed by the Mayor, subject to approval of the majority of the Macon-Bibb County Commission, and serve at the pleasure of the Mayor. All Pension Trustee Board members shall serve a two-year term beginning November 1,

2014, and ending December 31, 2016. Each successor thereafter will serve a two year term which shall begin January 1 of the respective year.

2. Article 13 of the Plan, 13.03 Board of Commissioners is hereby amended as follows:

(a) The Pension Trustee Board shall administer the Plan and act as trustee, and shall have full power and authority to pass all reasonable rules and regulations of the administration of the Plan.

(b) All rules and decisions of the Pension Trustee Board shall be uniformly and consistently applied to all Employees in similar circumstances. Any rule or decision that is not inconsistent with this Plan shall be conclusive and binding upon all persons affected by it.

(c) The Pension Trustee Board shall have complete control of the administration of the Plan with all powers necessary to enable it to properly carry out the provisions of the Plan. In addition to all implied powers and responsibilities necessary to carry out the objectives of the Plan, the Pension Trustee Board shall have the following specific powers and responsibilities:

(i) To construe the Plan and any agreement with a Fund Administrator and to determine all questions arising in the administration, interpretation and operation of the Plan;

(ii) To decide all questions relating to the eligibility of Employees to participate in the benefits of the Plan;

(iii) To determine the amount, manner and time of payment of any benefits of the Plan to which any Participant, Beneficiary or other person may be entitled, and to afford any person dissatisfied with such determination the right to a hearing thereon;

(iv) To keep records of all acts and determinations of the Pension Trustee Board, and to keep all such records, books of accounts, data and other documents as may be necessary for the proper administration of the Plan;

(v) To prepare and distribute to all Plan Participants and Beneficiaries information concerning the Plan and their rights under the Plan,

including, but not limited to, all information that is required to be distributed by any applicable law:

(vi) To prescribe procedures to be followed by Participants in filing applications for benefits;

(vii) To file with the state of Georgia and/or the Secretary of the Treasury all reports and information required to be filed by the state, the Internal Revenue Service or other applicable law:

(viii) To receive and review the annual valuation of the Plan made by an actuary;

(ix) To receive and review reports of the financial condition of the Plan, and of the receipts and disbursements of the Plan assets;

(x) To appoint or employ an administrator for the Plan and any other agents it deems advisable, including actuarial and legal counsel;

(xi) To do all things necessary to operate and administer the Plan in accordance with its provisions and in compliance with applicable provisions of federal law;

(xii) To authorize payment of benefits from the Fund; shall keep on file, in such manner as it may deem convenient or proper, all reports of the Fund; and

(xiii) To authorize the payment from the Fund of the reasonable expenses of administrating the Plan and the Trust.

(d) To enable the Pension Trustee Board to perform its functions, the County shall supply full and timely information of all matters relating to the compensation and length of service of all Participants, their retirement, death or other cause of termination of employment, and such other pertinent facts as the Pension Trustee Board may require. The Pension Trustee Board shall advise the Fund Administrator of such facts and issue to the Fund Administrator such instructions as may be required by the Fund Administrator in the administration of the Plan. The Pension Trustee Board and the County shall be entitled to rely upon all certificates and reports made by a Certified Public Accountant, actuary or legal counsel selected or approved by the County. The Pension Trustee Board, the County and its officers shall be fully protected in respect of any action

suffered by them in good faith in reliance upon the advice or opinion of any accountant, actuary or attorney, and all action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

3. Article 13 of the Plan, 13.04 Pension Advisory Committee is hereby amended as follows:

The repealing of 13.04 in its entirety, thereby eliminating said Committee.

4. The effective date of this Amendment shall be November 1, 2014.

IN WITNESS WHEREOF, Macon-Bibb County, Georgia has caused this Fourth Amendment be effective as stated herein, executed as of this _____ day of _____, 2014, in its name, by and through the Macon-Bibb County Commission.

MACON-BIBB COUNTY, GEORGIA

By: _____
ROBERT A.B. REICHERT, MAYOR

By: _____
SHELIA THURMOND, CLERK OF COMMISSION

9 J

SPONSOR: FINANCE COMMITTEE

AN RESOLUTION OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO AMEND THE FINANCIAL POLICIES TO REFLECT DUTIES ASSIGNED BY THE ORGANIZATIONAL CHART.

Purpose: Amendment to financial policies.

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

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

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

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

SO ORDAINED this _____ day of _____, 2014.

_____
Mayor

Financial Policies
Macon-Bibb County Consolidated Government

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Financial Policies
Macon-Bibb County Consolidated Government

Financial Recordkeeping

Financial Accounting

Scope
This policy applies to all financial records of the consolidated government and its operations unless specifically excluded by law.

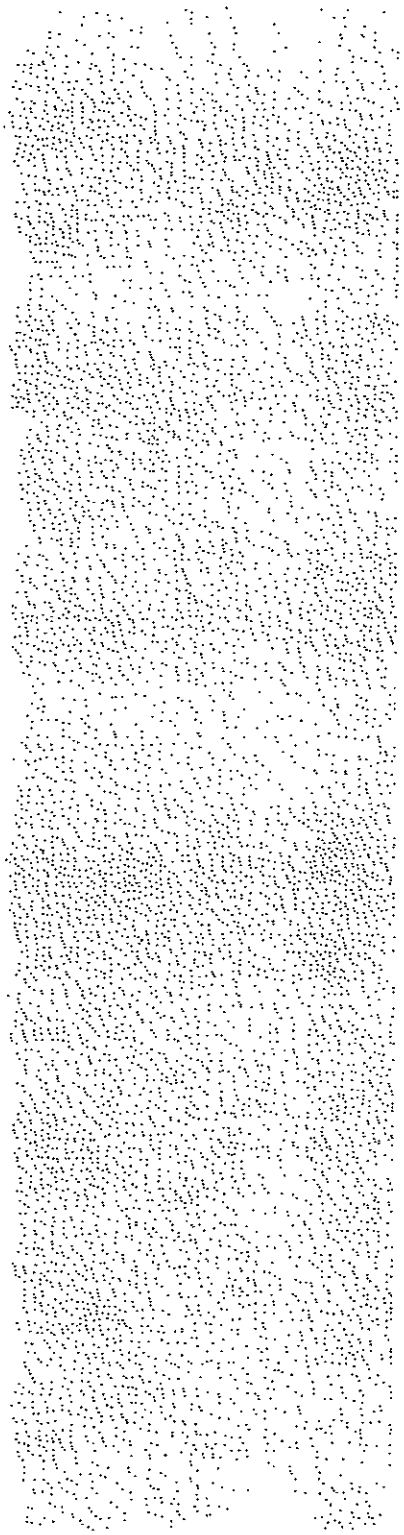
Purpose
The financial accounting policies of the consolidated government are designed to help ensure that the processes and procedures used shall meet all state and federal requirements for financial accounting and reporting. The Finance Department will strive for excellence in its adherence to standards defined by the Governmental Accounting Standards Board.

Generally Accepted Accounting Principles (GAAP)
The consolidated government will establish a high standard of practice in its accounting operations and will conform to the generally accepted accounting principles as established by the Governmental Accounting Standards Board including pronouncements that are applicable to the consolidated government.

Fund Structure
The consolidated government will maintain the minimum number of funds needed to meet the requirements of state and federal law, and sound financial practice. The purpose of a fund is to enable separation of financial activities associated with specific operations, revenues, or both. All funds shall be classified according to GAAP and will be reported in the consolidated government's annual financial statements.

Governmental Funds
The consolidated government will adopt one general fund and other Governmental Funds as appropriate with the following types:

- General Fund - The General Fund is the general operating fund of the consolidated government and is used to account for all financial resources except those required to be accounted for in another fund.
- Special Revenue Funds - The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted by law for a particular purpose or purposes other than debt service or capital projects.



• Debt Service Funds - The Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.
• Capital Project Funds - The Capital Project Funds are used to account for financial resources that are restricted, committed or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities or other capital assets.

Proprietary Funds
Proprietary Funds are used to account for the financial resources and operations of activities that provide services for which a fee is assessed to recover the cost of service provision. The intent of separating these activities for financial reporting is to provide information to help guide decisions regarding continued operation and/or the fees imposed for services.

• Enterprise Funds - The Enterprise Funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprise, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

• Internal Service Funds - The Internal Service Funds are used to account for the financing of goods or services provided by one department or department/office to other departments or departments/offices of the County, or other governments, on a cost-reimbursement basis.

Fiduciary Funds
Fiduciary Funds are used to account for assets held by the government in a trustee capacity, or as an agent for individuals, private organizations, other governmental units, and/or other funds. The consolidated government will establish fiduciary funds as appropriate within the following types:

• Employee Benefit Trust Funds - The Pension Trust Funds and Other Employee Benefit Trust Fund are accounted for in the same manner as Proprietary Funds.
• Private Purpose Trust Funds - The Private Purpose Trust Funds are accounted for in the same manner as Proprietary Funds.
• Agency Funds - The Agency Funds are used to account for assets held by the consolidated government as custodian or agent for individuals, other governmental units, and nonpublic organizations. Agency funds are custodial in nature (assets equal liabilities) and do not include the measurement of results of operations.

Chart of Accounts
The consolidated government will adopt the standard chart of accounts as prescribed by the Georgia Department of Community Affairs, and will seek to limit the number of accounts created to supplement the standard chart of accounts.

Delegation of Authority to Finance Director

Pursuant to [cite new ordinance County Attorney to insert Ordinance], the Finance Director of the consolidated government is assigned the duty and responsibility to account for all funds of the government, and is hereby granted the authority to determine and enforce the standards and procedures for financial accounting and reporting for all funds of the consolidated government. All systems for managing the financial resources of the consolidated government and to account for same shall be under the Finance Director unless the Finance Director determines otherwise.

Financial Auditing

Scope

This policy applies to all funds that are the responsibility of the consolidated government and reported in the annual financial statements.

Purpose

The audit policies are adopted to help ensure compliance with all state laws, promote transparency in financial operations, and to safeguard the financial resources of the consolidated government.

External Audit

Audit Firm Qualifications

A properly licensed Georgia independent public accounting firm with a demonstrated expertise in generally accepted government auditing standards (Yellow Book) shall conduct the audit. As provided in [cite new ordinance County Attorney to insert new Ordinance], the selected firm shall not have any direct or indirect interest in the fiscal affairs of the consolidated government.

Selecting an Outside Audit Firm

The governing body of the consolidated government will receive recommendations for audit services from the Finance Director and will select an audit firm for a contract period not to exceed three years. Upon recommendation by the Finance Director and approval of the Commission, the contract may be renewed for one additional three-year period. The Finance Director will follow all purchasing procedures of the Macon-Bibb County Consolidated Government in obtaining outside auditing services.

Audit Services Agreement

The consolidated government shall enter into an agreement with the selected audit firm by written contract or letter of agreement that stipulates the scope of services to be performed, the standards for performance, a description of the deliverables with delivery dates, and the fee to be paid for those services and deliverables. The written proposal upon which the selection was based may be used for this purpose if noted in the agreement. If so used, the proposal should be attached with any changes or amendments clearly marked and approved by both the Finance Director and the audit firm designee.

Internal Audit

The internal audit function operates as a staff office of the governing body and is intended to inform the governing body concerning day-to-day operations of the Finance Department and the departments/offices of the consolidated government that are responsible to managing or protecting financial resources. It is also intended to assist those departments/offices with meeting the requirements for protection of financial resources. All internal audits will adhere to generally accepted government auditing standards as promulgated in *International Professional Practices Framework (IPPF), 2013 Edition* (Red Book).

Auditors

Internal auditors must possess the skills, knowledge, and competence to perform audit functions. The governing body will select auditors who meet the necessary requirements following all human resource guidelines and practices of the consolidated government.

Audit Functions

Internal auditors will conduct the audit function at the direction of the County Manager or governing body. Responsibilities include:

- assessing institutional risks;
- evaluating the effectiveness of controls and procedures;
- assessing the flow of financial information through the government;
- determining the timeliness and reliability of financial records and reports;
- determining the level of compliance with policies and procedures including state and federal laws and regulations; and
- assisting the external auditors with the collection of information needed to perform the audit.

Financial Reporting

Scope

The Finance Director will establish and maintain a system of financial reporting that meets the needs of the consolidated government's governing body and agencies, regulatory entities, and the citizens of the Macon-Bibb County Consolidated Government.

Purpose

The objectives of financial reporting are to meet legal requirements, to provide information in a timely manner to users, and to establish transparency in the management and use of financial resources by the consolidated government.

Pursuant to the objective stated in *GASB Concept Statement 4, Objectives of Financial Reporting*, the information provided through the reporting documents should provide information that demonstrates the consolidated government's duty to be accountable; provide information that demonstrates whether

current-year revenues were sufficient to fund the servicesd provided by the consolidated government; that all legal requirements for the use of resources were met during the fiscal year; and provide information needed to assist users in assessing the service efforts, costs, and accomplishments of the consolidated government. The information included in the financial reporting documents should provide complete information about how services are funded and the financial position and condition of the consolidated government.

Comprehensive Annual Financial Report

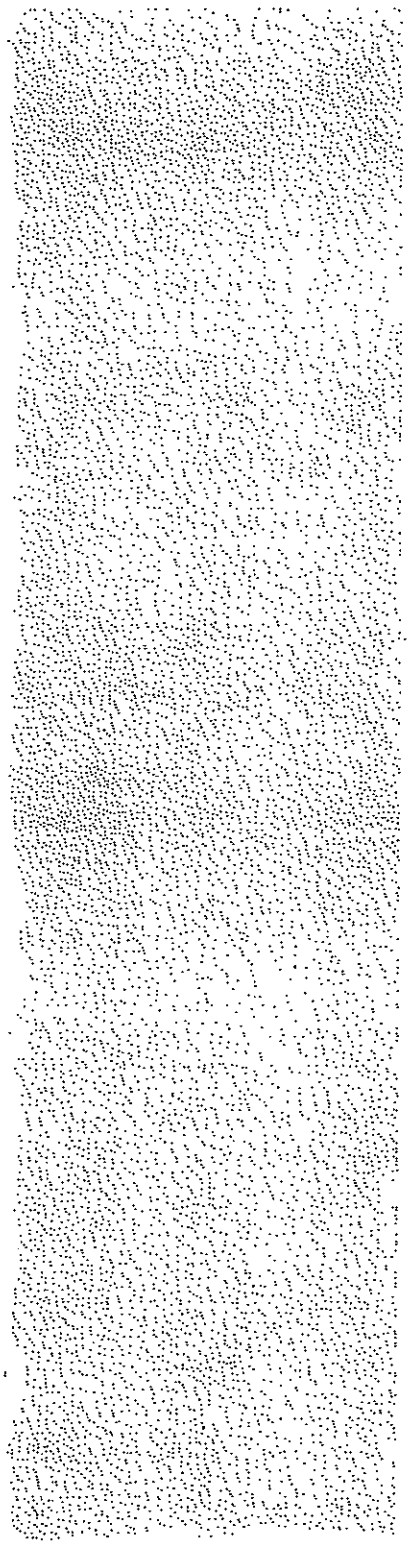
The consolidated government shall produce an annual financial report within six (6) months of the end of the fiscal year as required by Georgia law. The consolidated government will seek to produce a Comprehensive Annual Financial Report (CAFR) in conformity with GAAP and the requirements and recommendations of the Government Finance Officers Association's award for excellence in financial reporting. The Finance Director will seek to submit the consolidated government's CAFR each year for consideration of the Government Finance Officers Association award, "Certificate of Achievement for Excellence in Financial Reporting," and will insert a facsimile of certificates awarded at or near the front of a subsequent CAFR.

The Finance Director will submit the document to any regulatory agencies and repositories to comply with disclosure requirements related to municipal bond issues.

The CAFR or annual financial report will be posted and available for download as a PDF document from the consolidated government's web site as soon as practical following its completion. The Finance Director will also submit the same PDF document to the Carl Vinson Institute of Government's web site established for the collection of local government budget and financial statements.

Annual Citizen's Report

The Finance Director will provide information to the public information officer for use in publications or documents for general distribution to citizens that contain basic financial information and other information as appropriate. All financial information contained in such documents shall be in conformance with GAAP and reconcilable to the annual financial report or CAFR. If appropriate, the Finance Director shall submit the document each year to the GFOA's Popular Annual Financial Report program for consideration of the award given for outstanding reporting.



Budget Policies

Budget Process

Scope

This policy applies to all funds of the consolidated government for which an annual budget is adopted by ordinance or resolution by the governing body, or for projects of a specific duration that are designated as capital projects and approved through the Capital Improvement Plan.

Purpose

The following budget objectives are established for the different funds the consolidated government uses:

General Fund – The annual budget for the General Fund shall provide for general government operations of the consolidated government and maintain working capital necessary for the consolidated government's financial health and stability.

Special Revenue Fund(s) – The consolidated government adopts annual budgets for each special revenue fund in existence for the purpose of demonstrating that legally restricted revenue sources are used in compliance with the applicable laws and/or regulations.

Capital Project Fund(s) – The consolidated government shall establish a separate division within the Capital Projects Fund for each major capital project. The governing body shall adopt a project budget with appropriated funds for each major capital project. These adopted appropriations do not lapse at the end of a fiscal year; rather they remain in effect until project completion or re-appropriation by the governing body. Nothing in this policy prevents the Finance Department from using a year-to-year planning process for multi-year projects.

Debt Service Fund(s) – The consolidated government adopts annual budgets for its debt service funds. Any remaining fund balances from prior years plus the current year's projected revenues shall be sufficient to meet all annual debt service requirements.

Proprietary Fund(s) – The consolidated government will employ a business approach when budgeting enterprise and internal service funds. These funds shall realize revenue sufficient to cover their operating costs and capital renewal or replacement whenever possible; subsidized losses will be minimized and evaluated when a financial breakeven is not possible. The Finance Director shall evaluate budget performance in order to monitor revenues and control expenses.

Fiduciary Fund(s) – The governing body does not approve a budget for fiduciary funds.

Additionally, the consolidated government classifies funds as either operating funds or capital funds. Operating funds are those funds that provide appropriations covering the daily operations of the

consolidated government and that are structured primarily for ongoing operations and maintenance purposes. The General Fund will always be an operating fund. Capital funds are those funds that provide funding for capital projects, as defined elsewhere in this Policy. The time horizon of capital funds typically exceeds any specific fiscal year and is focused on project periods rather than an annual period.

Balanced Budget

By Georgia law, the General Fund, Special Revenue Funds, and Debt Service Funds require an annual balanced budget. The governing body of the consolidated government shall adopt a budget for the General Fund, Special Revenue Funds, and Debt Service Funds where unallocated fund balance and projected revenues equal or exceed appropriations.

As required by Georgia law, a budget for each project within the Capital Project Fund will be adopted for the duration of the project and will require that anticipated resources equal planned expenditures.

Although neither GAAP nor Georgia law require an adopted budget for proprietary funds, the governing body of the consolidated government will adopt a budget for each fund that calls for net position plus anticipated revenues to equal or exceed anticipated expenses.

Budget Calendar

The ~~Finance Office~~Budget and Strategic Planning Office shall prepare a budget calendar each year that outlines essential deadlines of the budget process in order to meet all the requirements of state law and to facilitate community input as part of the budget development process.

Budget Format

Each department/office of the consolidated government shall submit a budget request to the ~~Finance Director~~Budget and Strategic Planning Office for the operation of the department or office at current service levels. If required by the ~~Finance Director~~Budget and Strategic Planning Office, the budget request should reflect amounts for each program or major activity of the department or office at a current services level. The request shall show all categories of planned spending including personal services at current staffing levels and benefits, and operating expenses for each program at current service levels. Any requests for program expansion or enhancement should be made separately from the current services budget request and include a justification for the expansion or enhancement.

Department/Office Allocations

Upon adoption of the annual operating budget by the governing body of the consolidated government, the ~~Finance Department~~Budget and Strategic Planning Office will provide each department/office with an operating budget ~~for its programs or units that includes monthly allocations based on the historical spending patterns of the department/office.~~ The ~~Finance Director~~Budget and Strategic Planning Office is authorized to develop the operating budgets ~~these allocations~~ in consultation with department/office heads and to make adjustments ~~to the historical patterns~~ as appropriate. In cases of new, modified, expanded, or enhanced programs, or in instances where insufficient history is available, the ~~Finance~~

~~Director~~Budget and Strategic Planning Office is authorized to develop the operating budget ~~allocations~~ by any reasonable means until such time that a historical pattern is established.

Budget Amendment

Scope

The budget amendment policies apply to all budgets adopted by the governing body of the consolidated government.

Purpose

By law, departments of the consolidated government may not exceed their department's budget as adopted by the governing body. In the event of an unforeseen or emergency need that would cause a department to exceed its budget, a budget amendment shall be requested for the governing body to consider.

The ~~Finance Director~~Budget and Strategic Planning Office is authorized to move amounts up to $10,000 between non-personal service budget line items within a department/office of the consolidated government. Transfers exceeding $10,000 require approval via the budget amendment process outlined in this policy section.

The ~~Finance Director~~Budget and Strategic Planning Office may authorize transfers up to $10,000 between budget lines within any one of the three major components.

Departmental budgets are divided into three major components:

- personal services (wages, salary, and benefits);
- operating expenses; and
- capital expenditure.

Transfers from one major component to another require approval of the governing body via the budget amendment process outlined in this policy section.

Process

Requests for amendments to adopted budgets will originate from department heads and will be presented by the ~~Finance Director~~Budget and Strategic Planning Office /~~or~~ County Manager to the governing body with a recommendation either that the request be approved or denied.

Budget Increases

No increase in the overall budget can be made without the approval of the governing body and adoption of amendment to the budget. An increase in the overall budget is referred to as a supplemental appropriation.

Fund Balance and Contingency Planning

Scope

This policy applies to all governmental and proprietary funds of the consolidated government.

Purpose

The objectives of fund balance and contingency planning policies are to provide adequate liquid resources for short-term cash flow needs and to promote long-range financial stability.

Fund Balance Categories

GASB Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* requires fund balance to be separated into the following categories:

- Nonspendable – amounts not in spendable form such as inventories, prepaid items, and long-term loans receivable.
- Restricted – amounts subject to externally enforceable limitations on use.
- Committed (Unrestricted) – amounts whose use is constrained by limitations that the government imposes upon itself.
- Assigned (Unrestricted) – intended use of resources by the governing body or by a body or official delegated by the governing body.
- Unassigned (Unrestricted).

General Fund

The consolidated government will establish and use non-spendable, restricted, committed, and assigned fund balances as appropriate, adhering to the definitions and recommendations in GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.*

Special Revenue Funds

The fund balance of special revenue funds shall be equal to total resources received less amounts used for the legal intended purposes of the revenue.

Capital Projects Funds

The fund balance of capital projects funds shall be equal to resources received from all sources less amounts expended for the legal intended purpose of the resources.

Debt Service Fund

The consolidated government shall maintain sufficient reserves in its debt service funds to equal or exceed the reserve fund balances required by bond ordinance.

Enterprise Funds

Enterprise funds shall seek to maintain a level of working capital equal to 45 days of operating needs as established by the fund operating budget or expenditure plan.

Internal Service Funds

The self-insurance fund and Workers Compensation funds shall establish by actuarial method, or other method as approved by the Finance Director, the amount it charges other funds of the consolidated government. The fund balance in the self-insurance fund and Workers Compensation funds will be determined by that process.

The Vehicle Maintenance Fund shall maintain a level of working capital necessary for operating needs as established by the current budget or plan of expenditure.

The Capital Replacement Fund shall seek to maintain a fund balance based on the age of capital items where cost is recovered over the life of the item. This will include all vehicles owned by the consolidated government and other items so designated when acquired. The consolidated government will maintain a balance in the fund adequate to spread the anticipated cost of replacement evenly over the lives of all assets in the fund.

Committed Assets Balance for Stabilization

- The consolidated government will establish an amount designated as committed fund balance within the fund balance of the General Fund to accumulate resources to mitigate the impact of significant economic downturns, emergencies or other exigent circumstances that are not expected to occur routinely. This amount will be called the Stabilization Fund.
- Use of the Stabilization Fund is at the discretion of the governing body of the consolidated government.

The use of Stabilization Funds must meet certain circumstances:

- The governing body must pass a resolution authorizing the use of Stabilization Funds and noting the circumstances requiring the use of such funds.
- Fiscal year reductions in the Stabilization Fund may not exceed one-half of the fiscal year's beginning balance of the fund.
- Stabilization Funds may be used for critical disbursements of a catastrophic, emergency nature with projected expenditures of more than 1.5% of the fiscal year's original budget.
- Stabilization Funds may be used to offset revenue shortfalls during a significant economic downturn if projected revenues reflect a decrease of more than 2.5% from the fiscal year's original budget.
- The consolidated government will seek to maintain the equivalent to 45 days of normal operating expenditures and other financing uses, based on the current fiscal year's budget in the Stabilization Fund

Budget Implementation and Control

Expenditure

Scope

Expenditure policies apply to all operations where the governing body of the consolidated government has adopted an annual budget or multi-year plan of spending.

Purpose

The consolidated government's expenditure policies are designed to ensure fiscal stability and the effective and efficient delivery of services, through the identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.

Expenditure Approval

All expenditures relating to operations of the consolidated government shall be processed consistent with expenditure policies and procurement/purchasing guidelines. Once the Finance Department receives the proper documentation from the incurring departments, the execution of payment shall occur. The Finance Department shall only process transactions for payment based upon the proper approval for the dollar amount of the expenditure, including adequate documentation, received either electronically or in writing.

In accordance with [~~cite new code section~~County Attorney to insert Code Section], the governing body shall refuse to pay for any material, supplies, equipment or premiums purchased by any individual, committee or board from any person or business in which there is an employee of the consolidated government, connected either by appointment or election that would create a conflict of interest.

In accordance with [~~cite new code section~~County Attorney to insert Code Section], no bill or invoice submitted to the consolidated government for payment shall be paid unless:

- Payment of bill or invoice will result in the expenditure of consolidated government funds for a lawful and proper purpose.
- The amount of the bill or invoice can be properly chargeable to an established budget line item in the budget for the current fiscal year as adopted by the board of commissioners of the consolidated government, or properly charged against a balance sheet account.
- All laws of the state and all ordinances of the consolidated government in connection with the expenditure of public funds have been, to the extent that they are applicable, complied with in making the purchase which results in the bill or invoice submitted for payment.
- The purchase represented by the bill or invoice has been authorized by the responsible department head, elected official or their designee.
- The invoice is supported by such documents as are reasonably required to show compliance with the provisions of this section.

The Department of Finance shall review expenditure documents for compliance and appropriateness with all consolidated government policies and procedures. Expenditure documents that are not in compliance with these policies and procedures shall be returned to the originating department with Finance Department recommendations for changes.
In the event the department does not agree with the Finance Department's recommendations, the County Manager shall make the final decision.

Performance to Budget
The ~~Finance Department~~Budget and Strategic Planning Office will ~~produce a monthly~~ monitor performance to budget reports periodically for each department/office or department that compares actual expenditures, including all encumbrances of funds, to the monthly allocations developed following budget adoption. The report will include, at a minimum, a comparison for the preceding year ~~month~~ and the fiscal year to date.

Department Heads and/or Elected Officials are responsible for performance to budget and shall ensure that their unobligated budget amount is sufficient to cover purchases made by any method. If budget availability is insufficient to cover a needed purchase, a budget amendment transferring available funds from another line item or a supplemental appropriation must be obtained prior to obligating funds.

Payroll Administration

Scope
The Consolidated government's payroll policies apply to all employees of the consolidated government.

Purpose
The consolidated government shall administer the payment of wages, salaries and benefits for consolidated government employees in accordance with applicable legal requirements and shall ensure that employee benefit programs are adequately funded and operated for the exclusive benefit of the participants and their beneficiaries.

Payment of Wages
- The Human Resources Department shall be responsible for salary and wage administration.
- Payments to employees shall be based on time and attendance information gathered in departments and entered in the payroll system.
- The consolidated government shall comply with the Fair Labor Standards Act (FLSA).
- The consolidated government will utilize the E-Verify System to determine a candidate's eligibility for employment prior to any offer of employment.
- Salaries and wages will be paid by electronic direct deposit to a designated financial institution (preferred method) or electronic payroll card in most instances
- Upon notification by the Human Resources Director, the Finance Director may issue a manual check for special circumstances, such as an initial check, final check or upon an employee retirement. Manual

checks may be issued also be issued under certain circumstances at the discretion of the Finance Director, such as a correction to employee paycheck or retiree check.

- The consolidated government shall not pay wages in cash.
- The consolidated government shall not advance salary and wage payments.
- Employees using direct deposit may designate amounts to be deposited into a maximum of ~~two~~ four accounts at a single financial institution (eg. a checking and a savings account), or a maximum of ~~one~~ two accounts at each of two financial institutions.
- Employees who receive payment of salary or wages by payroll card will receive the card on the pay date. The Finance Department shall not deliver the card ahead of the payment date for any reason.

Payroll Deductions

- The consolidated government shall withhold all applicable statutory tax deductions and remit tax payments and reports as legally required.
- The consolidated government shall withhold court-ordered garnishments and levies and remit payments and reports as legally required.
- The consolidated government shall withhold such other deductions as are specifically authorized by employees that are applied toward or for any tax liability based on income. Other deductions may be withheld only for purposes that are approved by a vote of the governing body.
- Employees shall be responsible for reviewing all payments and deductions for accuracy each pay period and notifying the Finance Department or Human Resources if discrepancies are identified.

Retirement System

- An actuarial review of the pension plans, including a calculation of the annual required contributions, shall be performed on a ~~bi-annual~~ biennial basis (at a minimum) and provided to the governing body for review.
- The governing body shall annually determine the contribution percentage to be provided by the Consolidated government and the employees. (The Consolidated government currently contributes 100% of the required contribution.)
- The Board of Trustees for the Pension Plans shall certify to the governing body the actuarial impact of any proposed benefit improvements or changes in contribution levels.
- The governing body shall ensure that sufficient funding shall be available to pay for the liabilities created by benefit improvements and other plan changes.
- The consolidated government shall maintain the qualified status of the Retirement Plans. As deemed necessary from time to time, the consolidated government will request a determination letter from the IRS relative to whether or not the consolidated government's retirement systems conforms to the Internal Revenue Code in order to ensure the tax-exempt status of the income earned on the Retirement Fund's investments, the retiree pension payments and the accrued benefits for active employees.

OPEB Trust System

- An actuarial review of the OPEB Trust, including a calculation of the annual required contributions, shall be performed on a biennial basis (at a minimum) and provided to the governing body for review.

- The governing body shall annually determine the contribution amount to be provided by the consolidated government, employees, and retirees to the OPEB Trust Fund.
- The governing body shall annually determine the premium contribution for group medical benefits administered by the Group Insurance Internal Service Fund.
- The governing body shall ensure that sufficient funding will be available to pay for the liabilities of the plan.

Other Benefits

- Loans to employees and governing body members are prohibited.

Purchasing

Scope

The purchasing policies and guidelines apply to all departments/offices of the consolidated government that are funded through appropriations in adopted budgets, multi-year expenditure plans, or from grants received from a higher level of government or other entity.

Purpose

Purchasing policies are designed to ensure that all products and services acquired by the consolidated government are obtained in a cost effective manner and in accordance with all state laws.

General Requirements

All purchases of goods and services, including those obtained on a contracttual basis, shall be obtained in conformity with all applicable state laws.

Purchasing guidelines will generally follow recommendations from the National Association of State Procurement Officials.

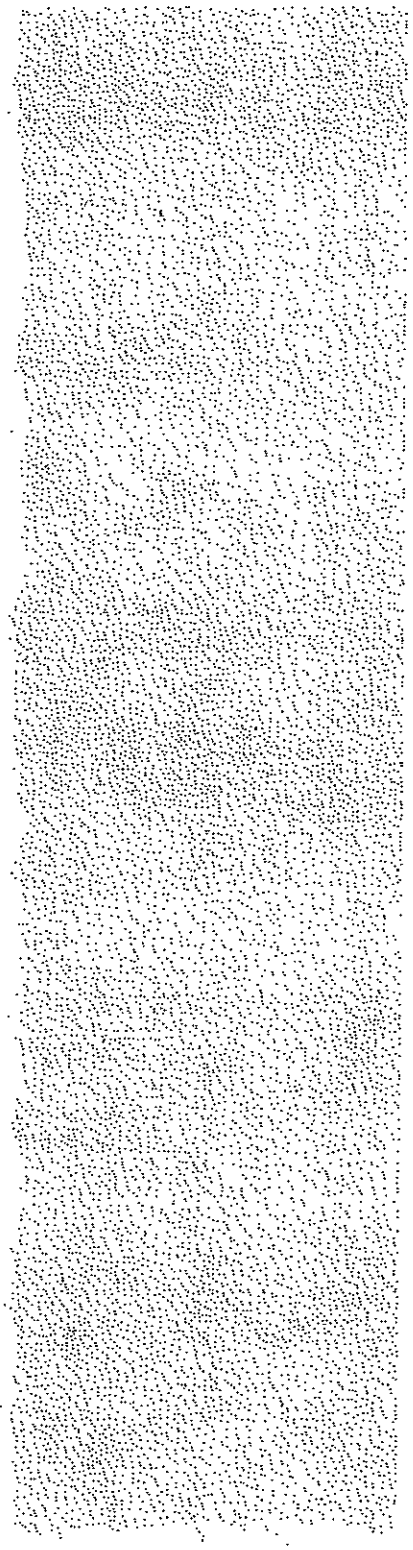
All employees authorized to make purchases for or on behalf of the consolidated government shall read, sign, and comply with the guidelines in the consolidated government's Conflict of Interest Policy.

Methods of Purchase

Purchases of goods and services shall be made by direct pay, purchase order with the approval of the Purchasing Department except in an emergency situation or when the total purchase amount is less than $1,000. In these cases, purchase may be made using a purchasing card (P-Card) by the person to whom the P-Card is issued. In any ~~no~~ instance where ~~may~~ the person to whom a P-Card is issued allows any other person to use the card, adequate oversight must be ensured.

Direct Pay

Direct pay will be used for utility bills; payments for services that have been contracted or for which there is a single, sole-source vendor; amounts that are established through a specific bid process; and other payments authorized by the Finance Director.



Purchase Order

A purchase order is required to make any purchase over $1,000 that is not eligible for direct pay as described above. All purchases shall be made from approved vendors only. This policy does not preclude the issuance of a purchase order for a purchase, regardless of amount.

Purchasing Card (P-Card)

Purchasing cards (P-Cards) will be used to acquire materials during the course of daily operations from approved vendors only for amounts not to exceed $1,000. The County Manager may adjust the single purchase limit of any issued P-Card and may impose other restrictions on the use of a particular P-Card including, but not limited to, total monthly spending limits, types of materials authorized for purchase, and authorized vendors where the P-Card may be used. Department heads are responsible for the use of all purchasing cards within their departments and should be certain that appropriated funds are available to fund all purchases made with P-Cards.

The purchase of items using P-Cards must be charged against the appropriate line item in the department's budget. In no instance shall purchases be split to circumvent the $1,000 limitation on the use of P-Cards. Purchases made during any thirty (30) period charged to the same line item and made from the same vendor for the same, related, or similar items may be reviewed by the purchasing authority of the consolidated government to determine compliance with this policy.

Users of purchasing cards must follow all the policies and procedures governing their use including, but not limited to, providing vendors with proper sales tax exemption forms. Misuse of a purchasing card, fraudulent use, violations of procedures, or willful intent to circumvent any purchasing guidelines may result in loss of the use of the purchasing card and/or other disciplinary or legal action at the discretion of the County Manager.

Travel and Training

Scope

The travel and training policies apply to all elected officials and employees of the consolidated government for travel that is not part of their daily activities using government-owned vehicles.

Purpose

The intent of this policy is to provide for the funding of participation by elected officials and employees of the consolidated government in training and educational activities that are necessary or beneficial in

the course of their duties, especially where those activities contribute toward the maintenance of professional certifications.

Approval for Travel or Training

All expenditures for travel or training activities of employees shall be approved in advance by the employee's immediate supervisor (if intermediate between the employee and the department/office head) and the department/office head responsible for the budget that will fund the expenditure.

Travel by department or department/office heads require approval in advance by the County Manager or Assistant County Manager as appropriate. Travel by Assistant County Manager requires approval in advance by the County Manager.

Nothing in this policy precludes approval by a department/office head or the County Manager of travel cost reimbursement after such costs have been incurred. In such instances, all costs and reimbursements must comply with all other provisions of this policy section.

Personal Automobile Use

The County Manager shall have the authority to authorize the ongoing use of a personal automobile by specific employees of the consolidated government. Such use must comply with all state laws, local laws, and policies of the consolidated government.

For all other employees of the consolidated government, use of a personal automobile or other vehicle for consolidated government business must have prior approval from the department or department/office head if the traveler desires reimbursement for costs incurred. The department or office head shall determine whether the use of a personal vehicle is appropriate.

In all cases, travelers who elect to use a private auto in lieu of travel by common carrier, where common carrier is practical, will be reimbursed the vehicle mileage expense or the amount of Economy Air Fare whichever is less.

Also, travelers who elect to use a rental vehicle in lieu of travel by common carrier, where common carrier is practical, will be reimbursed at the cost of the rental, not including mileage expense, or the amount of Economy Air Fare, whichever is less.

Lodging and Per Diem

Lodging and per diem limits established by the Internal Revenue Service for federal employees will be used for all travel reimbursements unless for logistical reasons a higher cost is approved. Higher costs may be incurred in order to obtain lodging at a conference hotel, especially if transportation to and from another lodging establishment would exceed the difference.

The following breakdown will apply for partial days of travel:
Breakfast – 20% of the daily Per Diem when travel begins prior to or at 7:00 a.m. and extends to 9:00 a.m. or beyond.
Lunch – 30% of the daily Per Diem when travel begins prior to or at 12:00 noon and extends to 2:00 p.m. or beyond.
Dinner – 50% of the daily Per Diem when travel begins prior to or at 5:00 p.m. and extends to 7:00 p.m. or beyond.

Tips are included as part of the daily Per Diem and will not be reimbursed as a separate expense.

Travel Advance
Travel advance requests must be approved by the employee's supervisor and submitted to the Finance Department. Requests should be submitted at least five (5) days prior to the date the advance will be needed. No travel advance funds will be distributed until two (2) days prior to the date costs will be incurred or departure is required. ~~Advances in excess of $200 will be made by check.~~ All efforts should be made to have travel advances paid in advance by check written directly to the traveler.

Travel Reimbursement
All travel reimbursement requests require a travel expense report and must be submitted with the approval of the employee's supervisor to the Finance Department within five (5) working days following the completion of travel or return to regular scheduled duties. All reimbursements will be made by check within five (5) days of receipt of the complete and approved travel expense report. Requests for reimbursement submitted after five (5) days may be denied.

The key requirements for the reimbursement of travel or training expense are:
- the employee has incurred deductible business expenses while performing services as a municipal employee;
- has obtained receipts for all expenses where a receipt is available showing amounts, vendors, dates, and place; and has maintained records for all other expenses (eg. personal mileage); and
- has submitted a complete and accurate travel report.

A deductible business expense is anything that would be allowable under IRS rules for personal business expense deductibility. In general this includes reasonable meals and lodging expenses while traveling on business, but not expenses unrelated to the business purpose, or lavish or extravagant expenses including but not limited to:
- expenses incurred by any person other than the official or employee;
- expenses for entertainment, including but not limited to in room movies and mini-bars;
- alcoholic beverages;
- laundry service;
- personal articles, toiletries, souvenirs, etc.; and
- the direct expenses of operating a personal vehicle, such as gasoline, oil, parts or repairs.

Capital Improvement Plan and Debt Management

Capital Assets

Scope

The consolidated government's capital asset policies shall encompass all land, building, equipment, infrastructure, and related capital assets owned by the consolidated government.

Purpose

The capital asset policies are designed to ensure that assets are acquired in an efficient manner; that assets owned by the consolidated government are maintained sufficiently to extend their useful life where those efforts are appropriate and cost effective; and to provide a stable level of capital investment.

Capital Assets

Any land, structure , or other item costing in excess of ~~$75,000~~ $25,000 that is designed or intended to provide benefits beyond the year it is acquired by the consolidated government shall be a capital asset for purposes of this policy section. Any land regardless of cost shall be a capital asset for purposes of this policy section. Any vehicle intended for use on a public road regardless of cost shall be a capital asset for purposes of this policy section.

Infrastructure in excess of $75,000 that is designed or intended to provide benefits beyond the year it is acquired by the consolidated government shall be a capital asset for purposes of the policy section.

Capital Assets in excess of $5,000 purchased with Federal Grant funds shall be a capital asset for purposes of the policy section.

Capital assets shall be reported at historical cost. In the absence of historical cost information, the asset's estimated historical cost may be used. For assets donated to the Consolidated government, the asset shall be capitalized at the fair market value as of the date of acceptance by the Board of Commissioners.

The acquisition costs of land should include:

- the purchase price;
- ancillary charges;
- the assumption of any liens or mortgages on the property; and
- improvements made to the land that are permanent in nature.

Examples of ancillary charges to be included in the capitalization costs are: legal and title fees, closing costs, appraisal and negotiation fees, surveying fees, site preparation fees, demolition costs, architect and accounting fees, insurance premiums during construction phase, and transportation charges.

Improvements other than Buildings (IMP): The consolidated government classifies improvements to land with limited lives, such as fences, parking lots, and walkways as land improvements. These improvements will be depreciated over the estimated useful lives.

Buildings (BLD): If the consolidated government purchases a building, the capitalized cost should include the purchase price and other incidental expenses incurred at the time of acquisition. If the building is constructed, the capitalized cost should include material, labor, supervision, and overhead, or the contract price, including costs such as permits and licenses, architectural and engineering fees, insurance, title costs, and interest incurred on tax exempt debt.

Intangible non-financial assets are considered capital for purposes of this policy provided they meet all other requirements and definitions.

Estimated Useful Life

For purposes of depreciation, each asset is assigned an estimated useful life. Useful lives are based upon the category of assets. The life of the asset begins when it is put into service, which is recognized as the invoice date or date of acquisition. The estimated lives shall be based upon those recommended by the Government Finance Officers Association or the consolidated government's experience. In general, the estimated useful life assigned to any asset will be conservative.

The useful life of intangible assets may be established by contractual arrangement.

Funding

Any single item or acquisition costing less than ~~$75,000~~ $25,000 will normally be funded with current resources or with resources from fund balance as appropriate. Debt financing will be considered for any single item or acquisition costing over ~~$75,000~~ $25,000 that cannot be funded with current resources or with resources from fund balance. Debt of any type used for the acquisition of land or structures will be retired with evenly divided debt service payments over a period not longer than 25 years. In no instance will the retirement of debt used to acquire a capital asset that is not land or a structure exceed the expected useful life of the asset. Vehicles and equipment will be financed by the most appropriate method at the time of acquisition.

Capital Improvement Plan

The consolidated government will establish a capital improvement plan (CIP) that develops a five-year schedule of projects in each capital asset category. The projects in year one of the CIP will be those that the governing body anticipates will be included in the capital budget for the next fiscal year. The projects in years two through five are those anticipated to be funded in the four subsequent fiscal years. Normally, each project identified and approved for the CIP will enter the schedule in year five and move

up. Projects that meet emergency needs, have public safety or health implications, or create financial efficiencies in conjunction with another capital project in the CIP, may be approved for consideration in any fiscal year's capital budget.

The decision to approve a project for the CIP will be based on the project's anticipated benefits and feasibility. Prior to a project's inclusion in the capital budget for any fiscal year, the ~~Finance Department~~Budget and Strategic Planning Office in conjunction with the Finance Director and the appropriate department/office head will conduct, or have performed, a rigorous evaluation of each project with respect to feasibility and usefulness. This may include cost-benefit analysis, return on investment, or other financial or economic analysis. The ~~Finance Department~~Budget and Strategic Planning Office in conjunction with the Finance Director will also identify funding availability for any project proposed for the capital budget.

~~Transfer or Disposal of Capital Assets~~

All capital assets are the property of the consolidated government. They may not be sold, donated, discarded, abandoned, or transferred to another owner without a recommendation from the department head responsible for the asset and authorization for such disposition by the ~~Finance Director~~Procurement Director, County Manager, or designee authorized by the ~~Finance Director~~Procurement Director or County Manager. In all cases, assets shall not be sold, donated, discarded, abandoned, or transferred except via the procedures contained in this policy section.

The disposition of capital assets that the consolidated government purchased with federal grant funds must follow federal guidelines. The guidelines for the specific grant, or federal general guidelines, will dictate the duration of time that the asset must remain in the property of the consolidated government. Any applicable guidelines indicating the disposition of the proceeds from the sale of the asset shall be followed explicitly.

~~Firearms~~ in use by the law enforcement agencies of the consolidated government shall not be sold, but may be offered as trade-in to licensed law enforcement equipment dealers approved to do business with the consolidated government, for the exclusive purpose of acquiring new firearms and related equipment for use by the law enforcement agencies of the consolidated government, as long as there are sufficiently appropriated funds for the purchase. A surplus firearm assigned to a sworn law enforcement officer as his/her duty weapon may be offered by the Consolidated government to the law enforcement officer upon retirement, as long as the sworn law enforcement officer is eligible for retirement under the any ~~Bibb~~ Consolidated government pension plan.

The ~~Finance Director~~Procurement Director or designee, in consultation with appropriate agency heads, shall estimate the value of any property or capital asset being sold.

Property with an estimated value of less than $2,500.00 may be sold in the open market without advertisement and without bids. The ~~Finance Director~~Procurement Director or designee shall submit the proposed sale price along with a description of the asset to the County Manager for approval.

Following approval by the County Manager, the consolidated government's ~~Purchasing Manager~~ Procurement Director or designee shall be responsible for managing and conducting sales described herein.

Assets with an estimated value greater than $2,500 shall be sold with competitive bidding either by sealed bids or auction to the highest bidder.

Impairment of Assets

Capital assets are periodically reviewed for impairment. A capital asset is considered impaired if both (a) the decline in service utility of the capital asset is large in magnitude and (b) the event or change in circumstance is outside the normal life cycle of the capital asset.

Impaired capital assets that will no longer be used by the government are reported at the lower of carrying value or fair value.

Impairment losses on capital assets that will continue to be used by the government are measured using the method that best reflects the diminished service utility of the capital asset. The method selected should be documented and approved by management.

- Restoration cost approach – uses estimated cost to restore the capital asset to identify the portion of the historical cost that should be written off.
- Service units approach – compares the service units provided by the asset before and after the impairment event/circumstance.
- If evidence is available to demonstrate the impairment will be temporary, the capital asset should not be written down.
- Insurance recoveries, when applicable, are netted with the impairment loss.

Debt Administration

Scope

The consolidated government's debt policy shall encompass any use of debt proceeds by any fund of the consolidated government.

Purpose

The goal of the consolidated government is to maintain sound fiscal policies while allowing for the use of long-term debt financing for the acquisition of needed capital improvements. The use of debt financing will be managed in a manner to maintain the highest possible credit rating and still meet the capital needs of the community.

Proceeds from the issuance of long-term debt shall not be used to fund operations including the planning, design, or engineering of major capital projects performed by consolidated government employees.

Short-term debt instruments will normally be used only for cash flow purposes and will be in the form of tax anticipation notes.

Types of Debt

- Debt includes general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, lease/purchase agreements, and other obligations.
- When feasible, special assessment, revenue, or other self-supporting bonds shall be issued before general obligation bonds.
- Lease contracts approved through the Finance Committee shall be reviewed to identify and properly account for lease-purchase transactions.
- Tax anticipation notes shall be used only for short-term cash flow needs and will be issued with repayment periods not to exceed 180 days.

Debt Structure

Debt issues will be structured with a schedule for principal retirement that provides for approximately level annual payments over the repayment period. There shall be no "balloon" bond repayment schedules that call for large annual principal payments at the end of the term. The consolidated government will also strive to maintain an interest payment schedule on each bond issue sold that calls for evenly spaced payment amounts based on the remaining principal balance to avoid front-loaded or back-loaded schedules.

Bond Team

The consolidated government will utilize the expertise of a qualified, experienced Financial Advisor and Bond Counsel for all long-term general obligation and revenue bonds.

Rating Agencies

The consolidated government shall maintain good communications with bond-rating agencies about its financial condition and shall follow a policy of full disclosure on every financial report and bond prospectus.

Finance Department staff in conjunction with the Budget and Strategic Planning Office, with assistance of financial advisors, shall prepare the necessary materials and presentations to the rating agencies.

Credit ratings shall be sought from one or more of the nationally recognized municipal bond rating agencies: Moody's, Standard & Poor's, and Fitch IBCA.

The consolidated government is committed to providing continuing disclosure of financial information and pertinent credit information relevant to its outstanding securities and shall abide by the provisions of Securities and Exchange Commission Rule 15c2-12 concerning primary and secondary market disclosure.

Debt Limit

The Legal Debt limit for the consolidated government for General Obligation Bond debt is determined by the constitution of the State of Georgia to be 10% of the total assessed value of all real, personal, and public utility property.

The consolidated government will seek to maintain a total amount of all debt that does not exceed 10% of the total assessed value of all real, personal, and public utility property.

The consolidated government will consider the total amounts of all overlapping debt on property in the consolidated government in determining the appropriateness of its use of debt.

Arbitrage Compliance

The Department of Finance maintains a system of recordkeeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. Arbitrage rebate calculations will be completed by either the Finance Director, or by a financial advisor or outside arbitrage consultant selected through a Request For Proposal process. Arbitrage rebate liabilities will be calculated annually and the liability will be reported in the Macon-Bibb County Consolidated Government's CAFR or annual financial statements.

Interfund Borrowing

Where cost effective, the Commission may choose to issue loans between funds. A document outlining the amount, interest rate on the loan, repayment terms, and other pertinent conditions of the loan will be completed by the County Manager at the direction of the Commission. The document shall then be submitted to the Commission for final approval. Interfund borrowing shall only be used for temporary cash flow management and must be approved by the Commission. The Finance Director shall report to the County Manager and the Commission at least quarterly on the status of all interfund loans.

Grants Management

Scope

Grant administration policies apply to all resources received by the consolidated government from a granting agency or government.

Purpose

Grant administration policies are adopted to ensure that the consolidated government manages all grant resources in a manner that complies with all controlling laws or grant agreements, and that the use of grant resources benefits its citizens as intended.

Grant resources will not be used to fund ongoing program operations of the consolidated government or any of its agencies or departments unless the grant is designed and intended by the granting agency specifically for that purpose. In no instance shall the acceptance of a grant commit future operating costs of the consolidated government unless approved by the governing body.

Grant Process

Identification

Grant opportunities may be identified by any department of the consolidated government or by any outside agency that wishes to have the consolidated government provide grant services including acting as a fiscal agent.

Information on grants that departments/offices wish to pursue should be sent to the Grant Resources Administrator as a formal Request for Grant Assistance. In most cases, requests must allow sufficient time prior to any grant application submission deadlines for the Grant Resources Administrator to prepare a recommendation to the governing body concerning the appropriateness of the grant with regard to purpose as it relates to goals of the consolidated government. ~~The governing body will approve all grant applications prior to their submission if at all possible.~~ Where grant submission deadlines preclude prior approval of the governing body, the Request for Grant Assistance shall be reviewed by the County Manager and ~~Finance Director~~ the Budget and Strategic Planning Office. Upon their approval, the grant application may proceed provided the application does not commit any financial resources of the consolidated government. If a commitment of financial resources of the consolidated government is required then the grant application should be submitted to the governing body as soon as feasible for consideration and must be withdrawn if not approved.

The ~~Finance Director~~Budget and Strategic Planning Office shall instruct the Grant Resources Administrator to provide departments of the consolidated government with a form or process for requesting grant assistance and approval. Information in the request should include:

- the granting agency;
- the purpose of the grant;
- the anticipated amount of the grant;
- any matching funds or other resources required and their availability;

- whether acceptance of the grant or the activities associated with the grant will have budget implications in subsequent years and an estimate of those implications; and
- a discussion of how the grant advances the objectives of the consolidated government.

Grant Application

The grant application will be developed by the Grant Resource Administrator in consultation with the department that identified and/or will oversee grant administration. It is the responsibility of the Grant Resource Administrator to ensure that all grant applications are complete and all information included is accurate.

Grant Administration

The Finance Director in conjunction with the Budget and Strategic Planning Office will establish accounting procedures that will allow distinguishable, complete, and transparent management and reporting of the resources of each grant received by the consolidated government. The Finance ~~Director~~Budget and Strategic Planning Office or Grant Resources Administrator will work with the managing department and grantor to provide documentation needed to fulfill the requirements of the grant and receive funds. Programmatic reporting to the granting government or agency will normally be the responsibility of the managing department. Grant resources will be used in compliance with all existing laws of the State of Georgia and all requirements set forth by the granting agency or government.

Reporting and Auditing

The Grant Resource Administrator will report quarterly to the Finance Director and the ~~County Manager~~ Budget and Strategic Planning Office on the status of all grants received by the consolidated government. ~~County Manager~~

The Finance Department shall comply with all local, state, and federal requirements with respect to the auditing of information as they pertain to the acceptance of grant funds. This includes the Single Audit Act, with any future revisions or additions that may be applicable to the consolidated government.

The managing department of each grant shall cooperate with the Finance Department and the Budget and Strategic Planning Office, external auditors, and grantor agency auditors in assuring timely and thorough responses to all requests for information on the use of grant resources and the status of grant projects.

Outside Agencies

An outside agency requesting grant services from the consolidated government shall provide the following information: organizational and financial structure, copy of most recent financial statement audit, list of previous funds received from the consolidated government, certification of grant-funded program compliance, and program sustainability plan, where applicable.

An outside agency requesting that consolidated government serve as the fiscal agent for a grant must submit a resolution adopted by its Board to the consolidated government's governing body requesting

the assistance. The resolution shall certify that all grant proceeds will be used in strict compliance with the rules and regulations as set forth in the grant document and that the agency's applicable financial records will be maintained in accordance with the consolidated government's financial policies. The resolution shall also certify that the agency agrees to hold the consolidated government harmless with respect to any claims associated with or arising out of the misuse of grant proceeds.

An outside agency that receives grant proceeds as a result of the consolidated government's agreement to serve as fiscal agent must maintain financial records documenting the use of grant proceeds and compliance with grant requirements. Such records must be maintained for a minimum of five years after the end of the fiscal year in which the grant is closed or for a longer period if required by the grantor agency. If any litigation, claim, negotiation, audit or other action involving the records has been initiated prior to the expiration of the retention period, the records must be retained until resolution of all issues. Records shall be available for audit, inspection and review the consolidated government, any designated agent of the consolidated government, or state or federal government agencies, upon reasonable notice. The outside agency shall notify the consolidated government 90 days prior to destruction of any such records.

Revenue and Financial Resources Management

General Revenue Policy

Scope

The revenue policies of the consolidated government apply to all governmental and proprietary funds.

Purpose

Revenue policies are established to promote an overall system of revenues that will provide stability in total resources available from year to year; sufficiency for the operations of the consolidated government; and equity to the citizens of the consolidated government.

Balance and Diversification

The consolidated government will seek to diversify its revenue sources in order to minimize the effects of changes to local, state, and national economic conditions, or to changes in the demands for services.

The consolidated government shall not utilize one-time revenue sources for ongoing operating expenditures. A conservative approach shall be utilized in estimating unpredictable revenues to prevent dependence on upswings in unpredictable revenues.

Collections

The consolidated government will make a concerted effort to collect all revenues due to the Macon-Bibb County Consolidated Government in order to promote equity for all tax payers.

Property Tax Revenues

Property tax administration will follow all state laws. While the consolidated government's efforts to achieve balance and diversity in its revenue system are designed, in part, to minimize reliance on property taxes, this revenue source provides a significant level of resources to fund programs that benefit the community as a whole.

User Fees

User fees will be established to fund services that provide benefits to individual citizens who choose to utilize the goods or services and where the goods or services are provided in units.

Services that promote the health and well-being of citizens may be provided at a reduced fee level, sliding scale fee, or other fee system, and subsidized from other resources (eg. health services, youth sports programs).

New or Modified Revenue Sources

The consolidated government will seek new revenue sources, or modify existing ones, when such changes will:

- increase the stability of the overall revenue system;

- reduce reliance on property tax revenues;
- increase the equity of the revenue system; or
- meet the community's demand for new or increased services.

Earmarking
The governing body will earmark a revenue source for a particular purpose where required to comply with state law, grant restrictions, or other specific purpose established when the revenue source was first instituted.

Interfund Transfers
Transfers between funds are permitted to the extent the transfers are calculated based on services provided by the fund receiving the transfer.

Revenue Estimate

Scope
This policy applies to all funds of the consolidated government for which an annual budget is adopted by the governing body.

Purpose
The objectives of revenue estimation policies are to facilitate planning and to avoid, to the greatest extent possible, unanticipated shortfalls during execution of a budget.

Estimation Technique
The consolidated government shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should avoid mid-year service reductions.

The Finance Director in conjunction with the Budget and Strategic Planning Office will evaluate the accuracy of the revenue estimates quarterly and following the end of each fiscal year. Inaccuracies of estimates for any single revenue source greater than 5 percent will be analyzed and evaluated to identify the cause of the inaccuracy. If appropriate, the Finance Director in conjunction with the Budget and Strategic Planning Office will make adjustments to the estimation techniques in subsequent fiscal years.

Cash Control

Scope

This policy applies to all cash or any cash equivalent including currency, coin, and checks which are for deposit or convertible by any means, handled by employees of the consolidated government where the consolidated government has an ownership interest in, or fiduciary responsibility for the protection or control of the financial asset.

Purpose

The objectives of this policy section are to protect the financial assets of the consolidated government and those which are entrusted to it in a fiduciary arrangement, and to maximize the ability of those assets to produce income from deposit or investment.

Deposit of Cash

All cash in excess of approved beginning cash drawer amounts shall be deposited in accordance with procedures established by the Finance Director where appropriate.

Cash Management

Written guidelines on cash handling, accounting, segregation of duties, and other financial matters in all departments/offices of the consolidated government shall be approved by the Finance Director and maintained and communicated to all employees responsible for handling cash.

Each department/office or department head shall ensure that departmental procedures are adequate to safeguard the financial assets of the consolidated government.

Staffing and training shall be reviewed periodically to ensure adequacy.

The timing and amount of cash needs and availability shall be systematically projected in order to maximize interest earnings from investments.

Any discrepancy or irregularity in cash handling or control shall be reported to the Finance Director immediately.

Investment (Other than Pension and OPEB Trust Funds)

Comment [CI1]: Revised as adopted by Ordinance on April 16, 2014

GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, INTERNAL SERVICE FUNDS, ENTERPRISE FUNDS, AND NEW FUNDS

PURPOSE – It is the policy of Macon-Bibb County to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the County and comply with all state statutes governing the investment of public funds.

SCOPE – This investment policy applies to all non-retirement financial assets of Macon-Bibb County. These assets are accounted for in the various funds of the County and include the general fund, special revenue funds, debt service funds and capital project funds (unless bond ordinances and resolutions are more restrictive), enterprise funds, internal service funds, and any new funds established by Macon-Bibb County.

OBJECTIVES – The primary objectives, in priority order, of the County's investment activities shall be:

SAFETY – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

DIVERSIFICATION – The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

RETURN ON INVESTMENT – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycle, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

DELEGATION OF THE AUTHORITY TO MAKE INVESTMENTS – The authority to manage the investment program and invest the financial resources of the consolidated government for all non-retirement financial assets of Macon-Bibb County is delegated to the Finance Director and the County Manager. The Finance Director and the County Manager shall establish the written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, cash purchase or delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/ depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and County Manager. The Director of Finance and County Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

LEGAL INVESTMENTS – The Director of Finance and County Manager are limited to investments established by Georgia Code Section 36-83-4, and may invest in the following:

a) Obligations of this state or of other states;
b) Obligations issued by the United States government;
c) Obligations fully insured or guaranteed by the United States Government or a United States government agency;
d) Obligations of any corporation of the United States government;
e) Prime bankers' acceptances
f) The local government investment pool established by Code Section 36-83-8;
g) Repurchase agreements; and
h) Obligations of other political subdivisions of this state.

SAFEKEEPING AND CUSTODY – All security transactions, including financial institution deposits, entered into by the Director of Finance and County Manager shall be on a delivery vs. payment basis. Securities may be held by a third party custodian designated by the Director of Finance and County Manager.

DIVERSIFICATION – Macon-Bibb County will diversify its investments by security type and institution. With exception of U.S. Treasury securities and authorized pools, no more than the percentages listed below of the Macon-Bibb County's total investment portfolio will be invested in a single security type or with a single financial institution- 50% obligations of State government, 25% repurchase agreements and municipal bonds, 20% prime banker's acceptance.

MAXIMUM MATURITIES – MAXIMUM MATURITIES – To the extent possible, Macon-Bibb County will attempt to match its investment with anticipated cash flow requirements. The portfolio will not have an average duration exceeding 4 years.

REPORTING – The Director of Finance and County Manager shall provide to the Macon-Bibb County Commission quarterly investment reports which provide a clear picture of the status of the current investment portfolio. The management report should include comments of the fixed income markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward and thoughts of investment strategies. Schedules in the quarterly report should include the following:

a) A listing of individual securities held at the end of the reporting period by authorized investment category
b) Average life and final maturity of all investments listed
c) Coupon, discount or earnings rate
d) Par value, amortized book value and market value
e) Percentage of the portfolio represented by each investment category

PERFORMANCE STANDARDS – The investment portfolio shall be designated with the objective of obtaining a rate of return throughout the budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Macon-Bibb County's investment strategy can be either active or passive depending on the fund and objectives. The basis to determine whether market yields are being achieved shall be the average daily FED fund rates and the six-month U.S. Treasury bill.

ETHICS AND CONFLICTS OF INTEREST– Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution to the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the County Manager any material financial interest in financial institutions that conduct business within Macon-Bibb County, and shall further disclose any large personal financial/investment positions that could be related to the performance of Macon-Bibb County, particularly with regard to the time of purchases and sales.

PRUDENCE – Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Employee Pension and OPEB Trust Fund Investment

Comment [CI2]: Revised as adopted by Resolution on May 6, 2014.

See Exhibit A

Exhibit A

Master Statement of Investment Policy

Master Statement of Investment Policy (MSOP)

for

Macon - Bibb County Other Post-Employment Benefits (OPEB)

April 2014

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Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80 *et seq.*

II. Introduction

Purpose of this Master Statement of Investment Policy

The purpose of this Master Statement of Investment Policy ("MSOP") is: 1) to establish a clear understanding of the Trust's purpose, investment philosophy and investment goals which the Macon – Bibb County Commission, as the Board of Trustees of the Macon-Bibb County Other Post-Employment Benefits Trust, ("MBCC") and their designated representative(s) judge to be appropriate and prudent for the management of the Trust Assets, in consideration of the needs of the Trust's participants and beneficiaries and in compliance with the Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80 *et seq.* and, 2) to provide asset allocation and Investment Manager implementation guidelines that are most suitable to meet those goals. It is designed to be the basis for all future investment decisions and serves the following purposes:

- ☐ Provides a guide and accountability framework for investment decision makers;
- ☐ Identifies goals;
- ☐ Creates a mechanism and a discipline for all future investment decisions.

The MSOP requires the following steps that are incorporated in this document: 1) assess the current situation, 2) set objectives and 3) develop a strategy for meeting those objectives. There are six main elements:

- ☐ Establish reasonable expectations and guidelines for the investment of the portfolio's assets;
- ☐ Define permitted asset classes and allocation among the asset classes;
- ☐ Create a framework and process for selecting suitable asset classes and investment managers;
- ☐ Create a mechanism for measuring and tracking portfolio performance against relevant benchmarks or other criteria;
- ☐ Define standards for making ongoing adjustments based on changing market conditions, needs and/or changing circumstances;
- ☐ Define responsibilities for administrative support and communication for all interested entities.

These policies will be reviewed by the MBCC and its designated representative(s) periodically and revised as necessary to ensure they adequately reflect the current financial requirements of the Trust and the capital markets.

Definitions

1. Macon – Bibb County Commission refers to the persons governing the Trust established to administer and manage the assets of the Trust in compliance with the Public Retirement Systems Investment

Authority Law, O.C.G.A. 47-20-80 *et seq.*

2. "Investment Fiduciary" means any person, or group of persons who performs any of the following functions:

(a) Exercises any discretionary authority or control in the investment of the Trust's assets;

(b) Has acknowledged in writing that the firm is an Investment Fiduciary with respect to the assets of the Trust.

Investment Objectives

MBCC recognize the following factors in establishing investment objectives:

- ❑ The MSOP is primarily designed to measure the overall long term results of the Trust through the effectiveness of the manager and style selection correlations in achieving the overall expected returns that are also in line with the risk objectives and investment parameters established in the MSOP. To that end, achieving the overall results of the total Trust are more important than the Individual Manager selections and style results in assessing the top three investment objectives for the Trust;
- ❑ Various managers, and style segments, of the markets cycle in and out of favor over a completed market cycle and the objective is not to time the markets or style segments by making such bets, but to coordinate an overall investment plan that meets the Trust's overall objectives and reduces the risk associated with market and style segment timing;
- ❑ Since the overall results of the manager and style correlations are the primary focus of the performance measurement and benchmark objectives, then the Individual Managers and style selection benchmark considerations are secondary to the overall objectives and performance expectations for the Trust.

The MSOP is designed to meet the following objectives:

- ❑ Provide coordination and efficiency with investable assets;
- ❑ Meet or exceed the benchmarks established for the combined portfolio and each manager over a complete market cycle;
- ❑ Meet or exceed the investment return objectives contained in the actuarial assumptions;
- ❑ Preserve and grow principal to combat the effects of inflation and to grow assets to meet future needs of the Trust, over a complete market cycle;
- ❑ Mitigate risk through prudent and proper company, sector and asset diversification;
- ❑ Create a mechanism for measuring and tracking portfolio performance against the appropriate benchmarks;
- ❑ Serve as a reference tool, an operating code, and a communications link between the MBCC, consultants, Investment Managers, custodian and other professional advisers.

The top three investment objectives are:

(1) **Long Term Growth of Capital** while avoiding excessive risk to grow the Trust assets to cover future benefit payments and expenses;

(2) **Income and Growth** to achieve a balanced return of current income and modest growth of principal;

(3) **Average, annual, nominal return of 6.0%, the actuarial assumed rate of return**

Master Statement of Investment Policy

The investment time horizon will be considered long term, incorporating a full economic cycle of both economic expansions and recessionary periods. A minimum time horizon is 10 years.

This MSOP is intended to be a summary of an investment philosophy that provides guidance to the MBCC. It is understood that there can be no guarantees about the attainment of goals or investment objectives outlined here.

Master Statement of Investment Policy

III. Information about OPEB and this Trust

Macon – Bibb County Commission
700 Poplar St.
Macon, GA 31201
Phone:
(478) 751-7400
Email: contact@maconbibb.us

Primary Contacts

Christy Iuliucci, *Finance Director*
Email: Ciuliucci@maconbibb.us

Dale M. Walker, *County Manager*
Email: Dwalker@maconbibb.us>

Portfolio Value*
$23,774,140 million *(Market value 12/31/2013)*

Purpose and Scope of the Trust

The Trust currently has 302 participants receiving benefits. It is to be used for the accumulation and investment of funds solely for the purpose of funding tax-exempt health care under the plan for eligible Retirees and their Spouses and Dependents. An investment portfolio is maintained to invest employer contributions and to reinvest income. The Trust is financed by employer contributions and is actuarially determined. The Trust was established March 19, 2008. The plan is currently underfunded with a ratio of 28.1%

The valuation indicates that the Annual Required Contribution (ARC) under GASB Statement 45 is 22.10% of active member payroll for the fiscal year ending June 30, 2013. The Trust was closed to new entrants effective May 1, 2011. Therefore, there has been a switch to a level dollar closed 30-year period amortization of the unfunded accrued liability.

Governance

The Trust is administered and managed by the Macon – Bibb County Commission consisting of the Mayor and nine (9) commissioners.

Time Horizon and Risk Tolerance

The investment time horizon will be considered long term, incorporating a full economic cycle of both economic expansions and recessionary periods. Minimum time horizon is 10 years. The risk tolerance is moderately aggressive; willing to assume an above average amount of market risk/volatility or loss of principal to achieve higher returns, given the objectives. (i.e. a 50/50 equity/fixed income range would be translated as "average or moderate risk" and "moderately aggressive" risk tolerance would translate to an 60/40 equity/fixed income.

Consultant and Custodian

The Trust is utilizing Independent Portfolio Consultants, Inc.'s ("IPC's") business model of a "manager of managers" approach to investment consulting that incorporates services offered under the Independent Managed Assets Program ("IMAP"). The specific services provided are outlined in this document. First Clearing Corporation, a subsidiary of Wells Fargo Bank, serves as

custodian.

Tax and Regulatory Status

As a governmental plan, the Trust is subject to the applicable provisions of the Internal Revenue Code of 1986, as amended, and the Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80 et seq. for investment of Trust assets and amendments thereof and is not subject to the Employee Retirement Income Security Act of 1974, as amended. The Trust assets are invested in accordance with this Master Statement of Investment Policy (MSOP) and addenda.

IV. Responsibilities of RCOC Trust Representatives

The Board of Trustees

The MBCC acknowledges its responsibility as a fiduciary to the Trust. In this regard, the MBCC must act prudently and for the exclusive interest of the Trust's participants and beneficiaries. Duties and responsibilities include:

1. Complying with the provisions of pertinent federal, state and local laws and regulations;
2. Developing sound and consistent investment goals, objectives and performance measurement standards which are consistent with the needs of the Trust;
3. Appointing and evaluating qualified Investment Managers and consultant(s) to invest and manage the Trust's assets;
4. Determining, with the advice of the investment consultant, how the Trust's assets should be allocated among the various asset classes;
5. Reviewing and evaluating the results of the Investment Managers in context of established standards of performance;
6. Taking whatever corrective action is deemed prudent and appropriate when an Investment Manager fails to perform as mutually expected;
7. Review and deal prudently with any conflicts of interest.

Independent Portfolio Consultants, Inc.

Independent Portfolio Consultants, Inc. ("IPC") acknowledges its responsibility as a fiduciary of the Trust. The primary role of IPC is to act as investment advisor and provide investment management services that will enable MBCC to make well informed decisions regarding the investment of the Trust's assets. The duties and responsibilities include:

1. Performing ongoing due diligence review and analysis of an Investment Manager's adherence to its investment style, process, and philosophy;
2. Requiring that investment performance is reported in accordance with the Global Investment Performance Standards (GIPS®), except Multiple Manager Strategy Portfolios (MMSP);
3. Ongoing due diligence review of Investment Managers to determine what, if any, changes have taken place at each firm that may have an adverse impact on the portion of the portfolio for which the Investment Manager is responsible;
4. Reviewing the underlying Statements of Investment Policy, at least quarterly, to insure adherence to the policies set forth therein;
5. Determining, in consultation with the MBCC, if any modifications to the Statements of Investment Policy or Master Statement of Investment Policy are required;

6. Computing and reporting actual investment results quarterly through a summary consulting letter, followed by a performance measurement report, to compare the results to the appropriate benchmarks and any other measures required for one, three, and five-year periods ending with the most recent quarter. Performance versus assigned benchmarks will be reported for the total portfolio, for each asset class, and for each money manager, net of fees.
7. Arranging for the execution of all stock and bond trades through the Broker-Dealer;
8. Maintaining online interface and daily balancing of accounts with the Trustee's designated bank and custodian;
9. Conducting asset allocation studies when deemed appropriate and/or at the request of the MBCC;
10. Conducting periodic educational workshops;
11. Compliance with the Public retirement Systems Investment Authority Law, O.C.G.A. – subsequent amendments to be provided by MBCC to IPC;
12. Manager of Managers – to recommend the hiring or replacement of the current Investment Manager(s), based on Numbers 1, 2, 3 and 6 above.

Custodian

The Custodian is responsible for the safekeeping of the Portfolio's investment assets. The specific duties and responsibilities of the custodian include:

1. Provide adequate safekeeping services;
2. Settle securities transactions in a timely manner;
3. Collect fund income when due;
4. Provide adequate accounting and account access services;
5. Prepare useful, accurate, and timely investment reports;
6. Provide required cash-management services;
7. Provide adequate administrative support;
8. Process proxy administration promptly and accurately;
9. Publish an annual statement of all assets and activities as required by regulation;

Investment Managers

It is the responsibility of MBCC, with the assistance of the investment consultant, to select prudent Investment Managers to manage the assets. Such managers can include regulated banks or insurance companies, mutual funds registered under the Investment Company Act of 1940, exchange traded funds or registered investment advisors. With respect to any mutual or other commingled funds that have been purchased by the Portfolio, the prospectus or Declaration of Trust documents of the fund(s) will govern the investment policies of those assets.

The following guidelines apply to separately managed accounts.

Fiduciary Responsibilities

Each Investment Manager is expected to prudently manage the Portfolio's assets in a manner consistent with the investment objectives, guidelines, and constraints outlined in this MSOP, their separate Statements of Investment Policy and in accordance with applicable laws including Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80 *et seq.*

Each Investment Manager shall:

- Be a bank, insurance company or be registered as an investment adviser under the Investment Advisers Act of 1940 (where applicable) and certifying as qualified to be appointed as investment manager under these requirements
- Maintain adequate fiduciary liability insurance and bonding for the management of this account; and
- Acknowledging that if ERISA applied to the Plan, such Investment Manager would be or on the effective date of its appointment would become a fiduciary within the meaning of ERISA 3(21) (A) with respect to the Trust assets under its management.

Master Statement of Investment Policy

Security Selection/Asset Allocation

1. Invest and manage the Trust assets as a fiduciary with the diligence, care, skill and discretion that a prudent, professional Investment Manager would use in the investment of such assets and in compliance with all applicable laws, rules and regulations, Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80 *et seq.*
2. Report through IPC any significant changes in its investment strategy or portfolio structure; significant changes in its ownership, affiliation, organizational structure, or financial conditions; and its professional staff turnover;
3. Maintain the asset allocation within the ranges specified in each Statement of Investment Policy;
4. Meet or exceed benchmark performance over a complete market cycle;
5. Communicate to IPC all substantive changes to the accounts pertaining to investment strategy, asset mix, portfolio structure, and other matters affecting the investment of assets;
6. Communicate with the MBCC regarding all significant matters pertaining to the Trust's assets as required by the MBCC. It is anticipated that annual review meetings will be conducted by IPC with the Investment Managers.

Proxy Voting

Each Investment Manager is responsible and empowered to exercise all rights, including voting rights, as are acquired through the purchase of securities, where practical. Each Investment Manager shall vote proxies according to their established Proxy Voting Guidelines. A copy of those guidelines, and/or summary of proxy votes shall be provided to the MBCC upon request.

V. Asset Allocation

Assumptions for Long-Term Target Asset Allocation

The MBCC recognize that a long-term asset allocation policy is the primary mechanism for accomplishing the investment objectives set forth in this document and is the primary determinant of investment performance.

Assumptions Underlying How the Assets are Structured

- **First,** informed judgments are made about the asset categories that are being considered for investment based on knowledge of market and economic trends and capital market assumptions used to develop investment themes. Judgments are made about the likely returns provided by each category. **Second,** judgments about the risks associated with an investment in each category are made. **Third,** how the various categories are likely to perform relative to each other are conducted (correlations). **Fourth,** based on expectations for return, risk, and relative performances, calculations are made on how various combinations of the assets will perform and how the combination selected will provide the most appropriate combination for the risk/return tradeoff.
- Over the long-term, equities are expected to outperform fixed income investments on an absolute basis. Furthermore, based on the long-term time horizon for the investment of the securities, equities are well-suited to bear the added short-term variability of return recognizing the greater expected long-term return.
- Certain segments of the capital markets are inefficient enough, and the potential rewards of sufficient magnitude, to warrant pursuing active management of the assets with the expectation of outperforming passive (index) alternatives over time.
- A Multiple Manager Strategy Portfolio (MMSP) can provide additional diversification of the equity market while providing comparable long-term returns and expanding the investment opportunities of the assets. Such strategies that may be considered currently or in the future are small-cap, mid-cap, micro-cap, international developed, global dividend value, emerging markets, tactical asset allocation, Real Estate Investment Trusts, hedge fund of funds and Dynamic Asset Allocation Funds. Several of these investment strategies have historically experienced higher volatility than other U.S. equity asset classes, but can provide additional diversification and growth potential if carefully structured with other asset classes while potentially lowering the risk profile of the overall portfolio (*see explanation of MMSP on the following page*).
- The fixed income or bond investments are to be utilized to generate a stable flow of interest income and serve as a hedge against deflation.

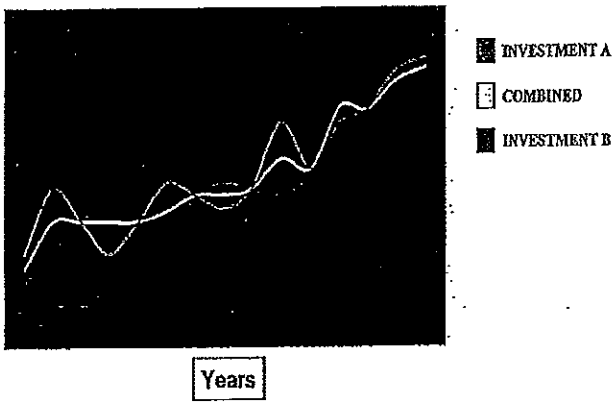
- Alternative investments such as hedge funds are expected to provide diversification by investing in strategies that do not correlate directly with traditional equity and/or fixed income investments. Such strategies may include, but are not limited to the following: long/short equity, convertible arbitrage, merger/risk arbitrage, fixed income arbitrage, global macro, market neutral and distressed securities. The MBCC may consider investments in hedge fund strategies or fund of fund strategies in accordance with Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80, *et seq.* as part of an overall investment plan.
- Exchange Traded Funds and mutual funds may be utilized periodically to represent the appropriate diversification strategy in the portfolio to improve upon the risk/return characteristics of the entire portfolio, particularly in the emerging markets sector.
- Conformance with statutory investment guidelines contained Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80 *et seq.* Further amendments to this Act will be provided by the MBCC.

Multiple Manager Strategy Portfolio

- The Multiple Manager Strategy Portfolio (MMSP) is a single custodial account that allows for multiple investment strategies to be managed and tracked independently of each other (within one account). IPC serves as the Overlay Portfolio Manager for MMSP accounts, and independent Investment Managers serve as sub-advisors to IPC for the underlying, individual, investment strategies. The Overlay Portfolio Manager executes the trades as directed by the sub-advisors and oversees and is responsible for the entire Multiple Manager Strategy Portfolio.
- The primary objective in constructing a complementing MMSP is to further diversify the equity assets and assist in the long-term growth of equity capital. IPC will recommend MMSP strategy allocations that are expected to limit and/or reduce overall equity sector volatility and, as a result, reduce the amount of risk taken per unit of expected return in the overall portfolio, with the objective of enhancing investment return potential in the overall portfolio over a complete market cycle.
- Traditional asset class diversification involves analyzing which MMSP strategies best complement the equity sector of a primary portfolio based on correlation and volatility analysis. Equity strategies are added that may differ from the primary equity portfolio in terms of targeted market capitalization, equity style, industry exposure, and/or country exposure. When implemented successfully, the MMSP will generate a stream of returns which is not highly correlated to the stream of returns generated by the equity primary asset class(es). As shown in the chart on the next page, this results in a reduction of the overall volatility of the total equity sector.

Master Statement of Investment Policy

Volatility reducing effects of lower correlation



VI. Asset Allocation Strategy

Strategic Allocation

In line with the Portfolio's return objectives and risk parameters, the mix of assets for the Portfolio should generally be maintained as follows (percents are of the market value of the Portfolio).

Asset Class	Minimum	Maximum	Target
Global Equities*	**20%**	**70%**	**55%**
Domestic Equities	20%	70%	45%
International Equities	5%	20%	10%
Fixed Income	**10%**	**60%**	**30%**
Cash/Cash Equivalents	**0%**	**10%**	**0%**
Macro/Tactical	**0%**	**15%**	**10%**
Alternatives	**0%**	**10%**	**5%**
Real Estate (REITS)	0%	10%	5%
Hedge Funds	0%	10%	0%

Rebalancing Procedures

Strategic Rebalancing

From time to time, market conditions may cause the portfolio's investments in various asset classes to vary from the target asset allocation. To remain consistent with the asset allocation guidelines established by this MSOP for equity and fixed income, the percentage in each asset class shall be reviewed on a quarterly basis and compared to the respective targeted percentage. An asset class will be rebalanced to the recommended weightings if, at six-month intervals, the actual weighting is outside the minimum or maximum policy ranges. In addition, as an example, if the target allocation varies by 10% or more from the recommended weighting target or ranges, at the suggestion of IPC, with the authorization of the MBCC or their designated representative, the asset classes will be rebalanced to the respective targeted allocation. In this instance, a proportional rebalancing strategy will be utilized by taking the target allocation for the class, multiplying by .10 and rebalancing by the resultant percentage; i.e., 65% target for equities *10% = 6.50% out of balance.

Tactical Rebalancing

Tactical asset allocation can potentially benefit the portfolio by making changes to the asset allocation at regular intervals over time as a result of the managers/consultants changing assessment of the relative risks and returns of the various markets. Tactical asset allocation may be practical in such a way as to vary asset mix within the allowable ranges established by the asset allocation policy. Tactical asset allocation methodology includes capitalization (large vs. small); style driven (growth vs. value); geographic (U.S. vs. international, vs. emerging); active vs. passive management; alternatives (REITs); tactical (equities vs. cash equivalents). IPC and/or the managers may make recommendations for tactical rebalancing from time to time that will serve as a point of discussion during quarterly reviews. A target allocation to a tactical asset allocation is part of the MMSP and the strategic asset allocation. Changes in tactical asset allocation in the MMSP, as long as they are in the ranges permitted in the target asset allocation, can be made at the discretion of IPC with notification to the MBCC at the next quarterly review.

Asset Allocation Studies

An asset allocation study will be performed periodically by IPC based on: (1) historical results, (2) any actuarial report changes that will materially impact the cash flows, and/or (3) changes in economic or market assumptions that may change the risk/return characteristics of the combined portfolio.

VII. Investment Selection Criteria

Investments (including Investment Managers, mutual funds, exchange traded funds and commingled investments) shall be chosen using the following criteria:

- ❑ How well each proposed asset class and manager/investment complements other assets in the portfolio; i.e., how non-correlated is each investment;
- ❑ Minimum of a ten-year track record or two years if the principals in the firm have a minimum of ten years of experience;
- ❑ Conformance to Global Investment Performance Standards (GIPS®) to which each firm warrants adherence, with the exception of the MMSP strategies, mutual funds and hedge funds which may or may not be a selection criterion;
- ❑ Consistency of investment style and discipline;
- ❑ Past performance, considered relative to other investment managers having similar investment objectives. Consideration shall be given to both consistency of performance and the level of risk taken to achieve results;
- ❑ The investment style and discipline of the Investment Manager;
- ❑ Level of experience, financial resources, personnel turnover and staffing levels of the Investment Manager;
- ❑ An assessment of the likelihood of future investment success, relative to other opportunities;
- ❑ Reasonableness of expense ratios/fees;
- ❑ Stability of organization.

VIII. Investment Guidelines

Investment activity must be consistent within the requirements of this policy and applicable laws including Public Retirement Systems Investment Authority Law, O.C.G.A. 47-20-80, *et seq.*

Investments are permitted in mutual funds, exchange traded products, commingled funds/trust, separately managed accounts, or combinations thereof. In addition, the following guidelines will apply to Investment Managers of separately managed accounts.

A. Permitted Securities

Equity/Global Securities

- ☐ Common stocks, REITs, and securities convertible into common stock of U.S.-based companies.
- ☐ Depository Receipts (ADRs/GDRs) of Non-U.S. Companies; stocks of Non-U.S. Companies (Ordinary Shares), Preferred Stock, Convertible Preferred Stocks, Rights and/or Warrants, if attached to securities held and/or being purchased for the portfolio, Exchange traded funds.

Convertible Securities

- ☐ Securities that are convertible into the common stock of U.S. based companies. This would include convertible bonds, convertible preferred stock, and mandatory convertible securities (*e.g.* PERCs, CHIPs, ELKs).
- ☐ All convertible securities purchased must be U.S. dollar denominated securities.
- ☐ Individual convertible securities should be rated "B" (or its equivalent) or higher at the time of purchase by a nationally recognized statistical rating agency. For the purposes of asset allocation, convertible securities shall be considered equities.
- ☐ Equities underlying a convertible security should be issued by companies with market capitalizations greater than $100 million at the time of purchase.

International Securities

- ☐ Sponsored and unsponsored American Depositary Receipts (ADRs) or American Depositary Shares (ADSs) or other depositary securities of non-U.S. based companies traded in the U.S., closed-end country funds, and securities convertible into common stock of non-U.S. based companies.
- ☐ Equities of foreign domiciled companies that are traded in the U.S. may also be purchased so long as the securities are registered (or filed) with the Securities and Exchange Commission and traded on a recognized national exchange or over-the-counter market.
- ☐ Non-U.S. dollar denominated equity securities traded on a recognized national or regional exchange or over-the- counter market may also be purchased. (Ordinary shares).

Real Assets

- Real Estate: REITs of U.S.-based and international companies or REIT mutual funds or exchange traded funds.
- Commodities: Mutual funds or exchange traded funds that invest in broadly diversified commodity indices, or the common stocks of commodity-oriented companies.
- Treasury Inflation Protected Securities (TIPS): Mutual funds, exchanged traded funds or bonds of inflation linked securities.

Domestic Fixed Income Securities

Domestic fixed and variable rate bonds and notes issued by the U.S. Government and its Agencies, international governments, U.S. corporations, Yankee bonds and notes (bonds or notes issued by non-U.S. based corporations and governments but traded in the U.S.), securitized mortgages (*e.g.* GNMA's, FNMA's, FHLMC's), collateralized mortgage obligations, asset-backed securities, taxable municipal bonds and preferred stock.

Global Fixed Income Securities

Global fixed income securities, including but not limited to, government obligations, corporate debt, mortgage backed securities, guaranteed insurance contracts, bankers' acceptances, cash, and cash equivalents.

Cash and Ultra-Short Fixed Income

Cash reserves shall be held in the custodian's money market fund, bank deposit or invested in short-term Treasury securities, or high quality money market instruments.

Alternative Investments

Alternative investments represent investments in investment vehicles that seek to provide diversification through innovative and flexible strategies. . Investments in such vehicles are expected to provide diversification and the opportunity for capital appreciation and for purposes of controlling risk as an objective. Diversification standards within each investment vehicle shall be according to the prospectus or Portfolio document. Investments in these investment vehicles carry special risks. Permitted alternative investments in the Portfolio are:

- Investments may include hedge funds, managed futures funds, commodities, venture capital and real estate funds,. Investments in other strategies shall be reviewed and approved by the MBCC prior to purchase.
- Diversified by investment style and Investment Manager. The Portfolio shall emphasize investments in fund-of-fund vehicles that are diversified by investment style and typically utilize multiple Investment Managers within a fund. The Portfolio, however, may invest in single manager funds, but these investments shall not comprise the majority of the investment.

Diversification Requirements

The primary method to reduce risk for the portfolio is diversification through asset allocation. By allocating assets in different asset classes, the portfolio can reduce risk by avoiding concentration as well as reduce risk through the low-correlation between different asset classes.

To minimize the risk of large losses, each Investment Manager shall maintain adequate diversification in their portfolio subject to the constraints outlined in this investment policy..

Domestic/Global Stocks

- No more than 70% of the Trust's assets may be invested in stock or an equity position in a company traded on an exchange outside of the United States or a security that may be issued in a currency other than the United States dollar or an unregistered American depository receipt.
- No more than 5% of the outstanding global securities may be invested in any 1 issuer.
- No more than 5% of the Trust's assets in the global securities of any 1 issuer.
- No more than 10% of the Trust's assets may be invested in publicly traded real estate investment trusts.

Fixed Income

The fixed income portfolio should be broadly diversified by issue, issue type, asset pool, quality, maturity and issuer.

- Fixed income securities should be rated "BBB-"* (or its equivalent) or higher at the time of purchase by a nationally recognized statistical rating agency, unless an Investment Manager has been authorized by the MBCC to invest in below-investment-grade fixed income ("High Yield Bonds").

Global Fixed Income Portfolio

The fixed income portfolio should be broadly diversified by issue, issue type, asset pool, quality, maturity and issuer.

Non-dollar denominated bond investments shall be restricted to bonds rated equivalent to the same credit and concentration standard as the US Fixed Income Portfolio unless an Investment Manager has been authorized by the terms of the statement of investment policy to invest in below-investment-grade bonds.

Transactions or unanticipated market actions that cause a deviation from these policy guidelines should be brought to the attention of the MBCC and their designated representative(s) and the Investment Consultant by the Investment Manager prior to executing transactions, when practical. Such deviations may be authorized in writing by the MBCC or their designated representative(s), who can determine if the deviation constitutes a material departure from the spirit of this policy.

C. Exclusions

The Portfolio's assets may not be used for the following purposes except for approved Alternative Investment Strategies:

- Purchases of letter stock, private placements (including "144A" securities) or direct payments
- Venture Capital investments
- Commodities transactions, unless by managers approved for that strategy
- Investment by the Investment Managers in their own securities, their affiliates or subsidiaries
- There shall be no purchase that would cause a position in the portfolio to exceed five (5) percent of the issue outstanding, based on cost value .

- ☐ There shall be no investments in non-marketable or illiquid securities

Normally, the following investments are to be excluded except for those managers approved for those transactions. However, modern portfolio management uses them to reduce the risks in the portfolio. Exception may be made for the following investments when used to hedge an open position or close out the hedge. Under no circumstances may they be used to speculate.

- ☐ Investments in futures, use of margin, or investments in any derivatives not explicitly permitted in this policy statement
- ☐ Puts, calls or other option strategies
- ☐ Purchase and sale of foreign currency or currency futures

Any other security transaction not specifically authorized in this policy statement, unless approved, in writing, by MBCC or their designated representative(s). Requests by Investment Managers to execute transactions that are not currently authorized in this policy should be made prior to executing such transactions.

IX. Investment Transactions

Trading for this portfolio is directed by and is the responsibility of each Investment Manager to whom the Trust has granted the discretionary authority to determine (subject to the investment objectives and policies outlined herein) the securities to be bought or sold on behalf of the Trust, the amount of such securities, and the brokers or dealers to be used in such transactions. The Investment Manager is generally obligated, absent the MBCC direction to the contrary, to effect transactions with or through those brokers or dealers that in the Investment Manager's view, are capable of providing best price and execution of client orders. Consistent with this general obligation, it is anticipated that the Investment Manager will direct most, if not all transactions to Managed Account Services (MAS) both in view of its execution capabilities and because the investment advisory fees paid by the Trust to cover transaction charges only when transactions are executed through MAS.

X. Meetings and Communications

- ☐ As a matter of course, representatives of the Investment Managers should keep the MBCC and their Investment Consultant apprised of any material changes in the Investment Manager's outlook, investment policy, brokerage placement practices and tactics;
- ☐ Representatives of each Investment Manager should be available to meet with the MBCC on a reasonable basis or be available for telephone conferences to review and explain their portfolio's investment results;
- ☐ Each Investment Manager should be available on a reasonable basis for telephone communication when needed. Any material event that affects the ownership or capital structure of the investment management firm, senior investment, marketing or administration personnel changes at the investment management firm or any material event that affects the management of this account must be reported promptly to the Investment Consultant. This requirement does not include routine employee stock ownership awards or partnership announcements;
- ☐ The custodian shall provide monthly statements of assets and transactions;
- ☐ IPC shall provide the MBCC or their designated representative(s) with quarterly performance reports and is expected to assist in the interpretation of the results.

XI. Performance Evaluation

IPC will quarterly evaluate the performance of the portfolio's assets, each asset class, and each Investment Manager. Performance attribution analysis will be provided quarterly, after twelve months of performance, for the combined portfolio, each Investment Manager and for the MMSP. On a risk adjusted basis, the combined portfolio performance is expected to be equal or greater than the combined benchmark over a complete market cycle. The investment time horizon will be considered long term, incorporating a full economic cycle of both economic expansions and recessionary periods.

Minimum time horizon is ten years. Qualitative factors as well as quantitative factors will be considered with reference to the monitoring of the Investment Managers' performance, particularly over periods of time that encompass less than a complete market cycle.

The MBCC is more concerned about minimizing losses than about maximizing gains. Therefore, the preference is to over perform on a relative basis during negative-return periods, under perform on a relative basis during sharply rising or speculative markets, and achieve above-average returns in normal markets.

Peer group comparisons may be provided to the MBCC annually. However, IPC recognizes that peer group comparisons in many cases are not reliable as an indicator of relative performance due to survivorship bias, classification bias, composite bias and the variations of investment styles in a peer group. Additionally, Investment Managers may be fired at the time that they should be hired because of the creation of faulty manager universes. To be statistically significant, databases must encompass a large number of Investment Managers. However, Investment Managers with specific purposes and specialized strategies are not often numerous enough to create a large enough manager universe to be statistically significant in group comparisons. The MBCC recognize these short-comings and will endeavor to work with IPC and rely upon IPC's analysis of the Investment Managers and their results, when appropriate, as opposed to utilizing peer group comparisons as the sole criteria or to be used as conclusive evidence. Such a finding would be based upon the facts and situations.

The Portfolio's asset allocation in separately managed accounts and the composite portfolio's asset allocation shall also be reported on a quarterly basis and compared to the permitted asset allocation ranges, as outlined in this MSOP.

Risk as measured by volatility, or standard deviation, should be evaluated after four quarters of performance history have accumulated. An attribution analysis should also be performed for each portfolio, to evaluate how much of the portfolio's investment results are due to the Investment Managers' investment decisions, as compared to the effect of the financial markets. It is expected that this analysis will use the "style index" as the performance benchmark for evaluating both the returns achieved and the level of risk taken.

Investment Manager Exceptions

The MBCC employ an automatic policy for the monitoring of its Investment Managers. A watch list will be initiated by the investment consultant, approved by the MBCC, and the Investment Manager will be immediately notified by the investment consultant, when that Investment Manager is placed on the watch list. The following is a listing of the major key items that will result in an Investment Manager being placed on the watch list:

- ❑ Annual performance below the Investment Manager's designated Portfolio Benchmark.
- ❑ Three and five year annualized performance below the Investment Manager's designated Portfolio Benchmark.
- ❑ Organization or key personnel changes.
- ❑ Portfolio style changes occur.
- ❑ Negative risk-adjusted performance over three and five year annualized periods

Once on the watch list, the Investment Manager may be terminated if performance does not improve over the next two succeeding quarters. In addition, the Investment Manager may be terminated if any organization changes or key personnel changes are deemed to have an adverse effect on the future performance of the portfolio.

The investment consultant will communicate in its Executive Summary each quarter those money managers placed on a watch list with comments as to the status and factors influencing performance. Recommendations will be made by the investment consultant to terminate or continue with the money manager based on total performance and interviews with the money manager and an assessment by the investment consultant as to likelihood of the money manager's ability to turn around performance in a reasonable time period.

Total Fund Performance Evaluation

The performance of the total fund will be compared to a balanced index constructed as follows:

Index or Other Measure	Percent Weight
S&P 500 Stock Index	60%
Barclays U.S. Gov't/Credit Bond Index	40%

Individual Asset Class Benchmark

The individual Investment Managers will be measured versus a comparable index as indicated in the specific Statements of Investment Policy for each Investment Manager selected which will be attached herein and will be incorporated as part of this Master Statement of Investment Policy.

Performance Monitoring and Investment Managers

IPC will seek to identify any inconsistent investment approaches. Therefore, IPC will carefully monitor the Investment Managers on several key indicators of possible inconsistency:

- ❑ Investment Manager turnover;
- ❑ Portfolio characteristics which are not consistent with the managers' stated investing style;
- ❑ Performance patterns not logically explainable in terms of the published style;
- ❑ Variance in performance (performance attribution), including a grade of reasonably "met", "exceeded", or "below expectations", is contained in the Quarterly Consulting Letter provided by IPC.

XII. Frequency of MSOP Review

IPC will use each of the periodic investment performance evaluations as occasions to consider whether any elements of the MSOP are either insufficient or inappropriate. Key occurrences that could result in a MSOP modification include:

- ❑ Significant changes in the Trust's anticipated needs and financial circumstances;
- ❑ Changes in state law or new legislation or regulations
- ❑ Changes in funding level of the Trust or changes in Actuarial methods
- ❑ Impractical time horizons; and
- ❑ Suggestions for change presented by IPC.

MSOP Modification

IPC will review the MSOP quarterly with the Trustees. However, IPC and the Trustees recognize that major changes to the investment policy can produce potentially damaging inconsistency with the long term objectives of the policy.

9 K

SPONSOR: MAYOR ROBERT A.B. REICHERT

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO ADJUST FY 14 JANUARY-JUNE BUDGET TO REFLECT ADMINISTRATIVE SUPPLEMENTALS AND TRANSFERS EXCEEDING $10,000; AND FOR OTHER PURPOSES.

PURPOSE: END OF YEAR ADJUSTMENTS TO FY14 BUDGET.

WHEREAS, Commission did by ordinance on December 31, 2013 adopt a budget for the operation of the Macon-Bibb County Government for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the Macon-Bibb County government;

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

SO ORDAINED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

Supplementals

		Expense	Revenue
252.0040.334000.002			25,000
252.0040.531600.001		25,000	
Create budget for EMA EMPG 2013			
252.0044.334000.001	State Grant-Amerson Water Works		5,543,384
252.0044.541200.004	Land Site Improvements	5,465,384	
252.0044.541000.004	Consultants	78,000	
Create budget for Amerson Water Works grant		5,543,384	5,543,384
252.0047.334000.001	GA DOT Revenue		1,100,129
252.0047.541200.008	Land Site Improvements	1,100,129	
Create budget for College Street Sidewalks grant			
252.0048.371000.002	Contrib/Donations Private-Knight		70,000
252.0048.542400	Computers	70,000	
Create budget for Historic Macon grant			
251.7500.7012.511100.001	SBDAP-Salaries	1,600	
251.7500.7012.512000.003	SBDAP-FICA	100	
251.7500.7012.512000.004	SBDAP-Medicare	48	
251.7500.7012.512000.005	SBDAP-Pension	358	
251.7500.7012.512000.007	SBDAP-Workers Comp	62	
251.331010.001	Federal Grants Revenue-CDBG		2,168
Create budget for CDBG Small Business Develop. Activity		2,168	2,168
550.7562.579010	Airport Proj & Equipment	280,538	
550.503500	Transfer Net Assets		280,538
Create budget for land sale funds			
100.341100.008	Courts Costs Fees & Charges		28,508
100.2450.523850.001	Contract Labor	28,508	
Increase in number of weapons carry permits charges and revenue			
252.0058.331250.002	Grant Revenue		8,000
252.0058.542100	Mach & Equipment	8,000	
Create budget for 2014 Intoxilyzer grant			

Transfers

		From	To
507.4900.542200	Vehicles	30,000	
507.4900.522200.009	Software License & Maintenance		30,000
Updated Vehicle Maintenance software			
251.7500.7000.521200.004	Legal Fees	600	
251.7500.7000.523200.007	Postage	210	
251.7500.7000.523400	Printing & Binding	200	
251.7500.7001.522300.003	Rentals Copier Lease	23,628	
251.7500.7001.523500.003	Travel Mileage Reimbursement	2,500	
251.7500.7001.531100.001	Operating Supplies	900	
251.7500.7000.522200.002	R&M Vehicle Parts		100
251.7500.7000.522200.008	R&M Vehicle Labor		100
251.7500.7000.523900.017	Other Services-Data Management		510
251.7500.7000.531200.004	Fuel		600
251.7500.7001.522300.001	Rentals Land and Building		24,228
251.7500.7001.523700.001	Education & Training Registration		2,500
Reallocate ECDD operating expenses		28,038	28,038
213.3301.511100.004	Salaries & Wages	325	
213.3301.531600.001	Operating Equip General		325
Shipping charges for beverage carts for Jail (Commissary funds)			
320.6181.6007.541000.002	Architect	170,000	
320.6181.6007.541000.005	Property Construction Contract		170,000
Cover Warren Associates contract - Central City Park			
320.6181.6050.579000	North Macon Contingencies	20,000	
320.6181.6050.541320	North Macon Bldg Improv		20,000
320.6181.6020.579000	East Macon Contingencies	28,000	
320.6181.6020.541320	East Macon Bldg Improv		28,000
320.6181.6020.579000	East Macon Contingencies	355,000	
320.6181.6007.541000.005	Central City Park Property Constr		355,000
Move to Recreation projects for completion in fy14			
320.2601.541000.006	Landscaping	24,615	
320.3601.542120	Mach & Equipment	4,616	
320.2601.542420	Computers		29,231
Reallocate funds within JJC for computers		29,231	29,231
310.1535.542300	Furniture & Fixtures	60,000	
310.1535.542100	Mach & Equipment	28,000	
310.1535.542400	Computers & Hardware		76,000
310.1535.542410	Computer Software		12,000
IT Contractual Services for mainframe & computers for courts		88,000	88,000
320.6181.6005.579000	Contingencies-Rec Admin	6,563	
320.6181.6065.541200.005	Property Costruction-Tattnall		6,563
For Crosby Roofing-Tattnall Tennis Center			
320.3570.9050.541000.005	Property Construction-FS 109	100,000	
320.2601.541000.003	Property Engineering-JCC		10,000
320.2601.541000.005	Property Construction-JCC		89,050
320.2601.541000.007	Fiber Optics-JCC		950
Transfer from FS 109 to JJC		100,000	100,000
541.4530.542200	Vehicle	22,500	
541.4530.522200.023	R&M Landfill Gas Wells	5,000	
541.4530.521200.013	Prof Services Engineering	16,264	
541.4530.542100	Mach & Equipment		43,764
Landfill Entrance Rehabilitation		43,764	43,764
100.2200.511100.001	Salaries & Wages	14,503	
107.2200.523850.001	Contractual Services		14,503
Funds for DA Spacer contract			

Transfers

		From	To
100.1100.531100.020	Oper Supplies Promo/PR	3,000	
100.1100.523600.001	Dues & Fees Prof Organiz	10,000	
100.1100.531200.004	Fuel	1,409	
100.1100.523500.002	Travel Auto Allowance		6,552
100.1100.523500.001	Travel Hotels/Food/Other		7,848
Auto Allow and Travel and Training for Commissioners		14,409	14,400
550.7563.523850.001	Contractual Services	22,115	
550.7563.531000.001	Operating Supplies	2,385	
550.7563.571000.001	Interfund Local Match		22,000
550.7563.531600.001	Operating Equipment General		2,500
Airport land sale funds for market study & runway paint		24,500	24,500
100.1535.1001.522200.008	IT Repairs - Computer Hardware	9,664	
100.1535.1001.522200.010	IT Repairs - Buildings	18,582	
100.1535.1001.522200.009	IT Repairs - Software		28,246
Cover annual Sungard Financial Systems maintenance		28,246	28,246

9 L

SPONSOR: MAYOR ROBERT A.B. REICHERT

AN ORDINANCE OF MACON-BIBB COUNTY, GEORGIA TO ADJUST FY 14 JANUARY-JUNE BUDGET TO REFLECT ORGANIZATIONAL CHANGES WHERE DEPARTMENTAL EXPENDITURES WERE IMPACTED AND OTHER ADMINISTRATIVE ADJUSTMENTS.

PURPOSE: END OF YEAR ADJUSTMENTS TO FY14 BUDGET.

WHEREAS, Commission did by ordinance on December 31, 2013 adopt a budget for the operation of the Macon-Bibb County Government for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of the Macon-Bibb County government;

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

SO ORDAINED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

General Fund		Description	Budget ADJ
			ATTACHMENT 13.A
100.1545.523600.024	10015455236000024	Dues and Fees- Court Filing Fees	75,723 Tax Commissioner- to pay File's for FY2014
100.1300.511100.001	10013005111000001	Salaries and Wages Full Time	150,000 Mayor's office
100.1300.512000.005	10013005120000005	Employees Benefits Pension	18,000 Mayor's office
100.1400.511100.003	10014005111000003	Salaries and Wages Part Time	8,500 Board of Elections
100.1555.523100.001	10015555231000001	Insurance Equipment & Vehicles	56,615 Risk Management
100.1555.523100.002	10015555231000002	Insurance Property	25,310 Risk Management
100.1560.511100.001	10015605111000001	Salaries and Wages Full Time	3,244 Internal Audit
100.1560.512000.005	10015605120000005	Employees Benefits Pension	3,773 Internal Audit
100.2650.511100.001	10026505111000001	Salaries and Wages Full Time	14,903 Municipal Court
100.3920.512000.001	10039205120000001	Employee Benefits Health Insurance	808 Emergency Management
100.5500.572600.001	10055005726000001	Culture and Recreation Douglas Theatre	2,771 Community Service
100.6100.6070.511100.001	100610060705111000001	Salaries and Wages Full Time	193,400 Recreation Grounds
100.9001.611000.215	10090016110000215	Operating Transfers Out E911 Fund	80,000 E911
100.9001.611000.555	10090016110000555	Operating Transfers Out Coliseum & Auditorium	738,000 Coliseum Transfer for Operating Expenses
100.9001.611000.250	10090016110000250	Sponsored Programs	3,282 Sponsored Programs Fund (Grants) Transfer
100.9001.611000.540	10090016110000540	Special Sanitation	21 Special Sanitation Transfer
100.9001.611000.550	10090016110000252	Airport	225,000 Airport
100.1597.521200.100	10015975212000100	Prof Services Management Fees PC	98,160 Non-departmental
100.1597.523600.004	10015975236000004	Dues & Fees RC Annual Fee	121 Non-departmental
100.1597.523600.006	10015975236000006	Dues & Fees Banking Services & Fees	60,985 Non-departmental
100.1597.523600.008	10015975236000008	Dues & Fees Credit Card Fees	11,468 Non-departmental
100.1597.573000.005	10015975730000005	Payments to Others Sister Cities International	104 Non-departmental
100.1597.573042.003	10015975730420003	ECD-GF Exp Prop Acquisition	3,200 Non-departmental
100.1597.573000.001	10015975730000001	Payments to Others Unallocated Reserve(Earmark)	(89,988) Non-departmental
100.1597.523900.003	10015975239000003	Other Services Pre-sort fees	(2,397) Non-departmental
100.1597.573000.004	10015975730000004	Payments to Others UPS Services	(2,905) Non-departmental
100.1597.573000.014	10015975730000014	Payment to Others Judgements and Losses	(18,160) Non-departmental
100.1597.573000.019	10015975730000019	Payments to Others Employee Parking	(650) Non-departmental
100.1597.573000.020	10015975730000020	Payments to Others Employee Retirement Gifts	(6,900) Non-departmental
100.1597.573000.022	10015975730000022	Payments to Others Grand Opera House Utilities	(2,908) Non-departmental
100.8000.581100.010	10080005811000010	Bonds - Principal 2006 Cap Improv	(220,400) Debt Service
100.8000.581200.001	10080005812000001	Capital Lease - Principal Secretary of State Bldg	63 Debt Service
100.8000.581300.001	10080005813000001	Other Debt - Principal Ga Land Conservation	55,912 Debt Service
100.8000.582100.005	10080005821000005	Bonds - Interest Conv/Hotel 2007	213,638 Debt Service
100.8000.582100.006	10080005821000006	Bonds - Interest Bass Pro	(6,497) Debt Service
100.8000.582100.007	10080005821000007	Bonds - Interest Sofkee	(3,858) Debt Service
100.8000.582100.009	10080005821000009	Bonds - Interest UDA Series 2013A	(127,500) Debt Service
100.8000.582100.013	10080005821000013	Bonds - Interest UDA Series 2013B	55,088 Debt Service
100.8000.582200.001	10080005822000001	Capital Lease-Interest Secretary of State Bldg	34 Debt Service
100.8000.583000.001	10080005830000001	Fiscal Agent's Fees Paying Agent	1,288 Debt Service
100.1510.523900.013	10015105239000013	Other Services- Moving Expenses	(10,000) Budgeted in Finance Department in Error
100.1510.581100	10015105811100	Bonds Principal	(27,300) Budgeted in Finance Department in Error
100.9001.611000.607	10090016110000607	Operating Transfers Out Vehicle Mtn Fund	(225,000) Vehicle Mtn
100.1330.512000.005	10013305120000005	Employee Benefits Pension	(5,711) Clerk of Comm
100.1330.511100.001	10013305111000001	Salaries and Wages Full Time	(21,913) Clerk of Comm
100.1100.511100.003	10011005111000003	Salaries and Wages Part Time	(67,500) Board of Commissioners
100.3300.3312.511100.001	100330033125111000001	Salaries and Wages Full Time	(14,300) Professional Standards Office Jamie Gaudet
100.3300.3312.51200	10033003312512000	Employee Benefits	(8,750) Professional Standards Office Jamie Gaudet
100.5500.572600.007	10055005726000007	Other Agencies-Centreplex	(305,000) Coliseum
100.2150.523911.001	10021505239110001	Special Litigation McDaniel	(489,855) Superior Court
100.4275.4001.511100.001	100427540015111000001	Salaries and Wages Full Time	(225,000) Engineering Services
100.4275.4001.512000.005	100427540015120000005	Employee Benefits Pension	(46,000) Engineering Services
100.4000.4100.511100.001	100400041005111000001	Salaries and Wages Full Time	(155,526) Public Works Administration
100.4000.4100.512000	10040004100512000	Employee Benefits	(56,990) Public Works Administration

Revised

Special Funds

215-E911 Fund

215.391000.100	Operating Transfers In-General Fund	80,000

Supplemental to increase transfer from General to cover deficit

278-TAD Second Street Corridor

278.361000.002	Real Property Tax	4,306

Supplement because fund was not budget in FY2014

556-Mulberry Street Garage

556.7564.531200.001	Energy and Utilities-Water	882

Supplemental to cover overages in Energy and Utilities

540-Special Sanitation

540.391000.100	Operating Transfers In-General Fund	21

Supplemental needed to match transfers between Funds

550-Airport Fund

550.391000.100	Operating Transfers In-General Fund	225,000

Supplemental to increase transfer from General to cover deficit

555-Coliseum & Auditorium Fund

555.391000.100	Operating Transfers In-General Fund	738,000
555.391000.275	Operating Transfers In-Hotel/Motel Fund	214,850
555.389000.007	Other Revenue	172,810
555-573000.025	Payments to Others-Noble-Deficit	738,000
555-573000.026	Payments to Others-Noble-Hotel/Motel Tax	214,850
555.6190.561000	Depreciation	172,810

Supplemental for fund not budgeted in FY2014.

9 M

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF AN EMERGENCY MANAGEMENT PERFORMANCE GRANT PERFORMANCE PARTNERHIP AWARD IN THE AMOUNT OF $55,752.00 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AWARDED TO THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Performance Partnership Award is funded by the United States Department of Homeland Security Emergency Management Performance Grant and provides funding to local governments to offset costs associated with operating the local emergency management agency; and

WHEREAS, the Macon-Bibb County Emergency Management Agency (EMA) has been awarded a Performance Partnership Award in the amount of $55,752.00; and

WHEREAS, the grant funds associated with the Performance Partnerhip Award may be used to provide salaries and benefits, travel, equipment aor other expenses required to run the EMA as well as compensation for providing emergency management services to municipalities; and

WHEREAS, the Emergency Management Performance Grant program is administered by the Georgia Emergency Management Agency (GEMA); and

WHEREAS, the Performance Partnership Award includes a requirement of minimum 50 percent (cash an/or in kind) match; and

WHEREAS, the Macon-Bibb County EMA has agreed to accept the grant award with a required local match of funds in the amount of $55,752.00;

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 Mayor is authorized to execute a subgrant award with Georgia Emergency Management Agency in the amount of fifty five thousand seven hundred fifty two dollars and No/100s ($55,752.00) in acceptance of a Performance Partnerhip Award funded by the United States Department of Homeland Security Emergency Management Performance Grant in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

Dale M. Walker
County Manager

Steve H. Layson
Assistant County Manager, Infrastructure

Charles L. Coney
Assistant County Manager, Operations

Julie Moore
Assistant to the County Manager,
Budget and Strategic Planning

Chris Floore
Assistant to the County Manager,
Public Affairs

Macon-Bibb County
Office of the County Manager
700 Poplar Street • P. O. Box 247
Macon, Georgia 31202-0247
Tel: (478) 751-7170 • Fax: (478) 751-7931
www.maconbibb.us

ADMINISTRATIVE TRANSMITTAL

Ref No (e.g., PO, Quote, Form): EMPG 14

Description: GEMA
STATEMENT OF SUBGRANT AWARD

Date: 29 Sept 2014

TO:
☑ Mayor
☐ Clerk of the Commission
☐ Legal
☐ Other

FROM:
DON DRUITT
EMA DIRECTOR

SUBMITTAL TYPE:
☐ Supplemental Budget Request
☐ Bid Award
☐ Resolution/Ordinance
☑ Other

Certification:
I have verified that all documents contained in this submittal meets all the requirements needed for the action request.

Donald L Druitt Jr.
Signature

Approved for Transmittal

Georgia Emergency Management Agency
STATEMENT OF SUBGRANT AWARD

GEMA

EMPG 14

FEDERAL GRANT: Emergency Management Performance Grant
FEDERAL AWARD NUMBER: EMW-2014-0073 **CFDA #:** 97.042
STATUTORY AUTHORITY FOR GRANT:
This project is supported under DHS Appropriations Act of 2006 (P.L. 19-90),

GRANTEE IMPLEMENTING AGENCY:
Bibb County Emergency Management Agency
Post Office Box 247
Macon, GA 31202

FEI #: 58-6001728

GEMA PROJECT ID: OEM14-011
START DATE: 07/01/2014
END DATE: 06/30/2015
AWARD DATE: 09/04/2014

SUBGRANT FUNDING:	FEDERAL AWARD	LOCAL MATCH	TOTAL PROJECT
PPA Base Award	55,752.00	55,752.00	111,504.00

SPECIAL CONDITIONS:

This FY 2014 Performance Partnership Award is funded by the Department of Homeland Security Emergency Management Performance Grant (EMPG) Award and includes a minimum 50 percent (cash and/or inkind) match requirement. All expenses must be in accordance with the Office of Management and Budget Circulars A-87, A-102 and A-133 *(http://www.whitehouse.gov/omb/circulars/index-slg.aspx)*, Title 44 of the Code of Federal Regulations Chapter 13 Part 24 (Match requirements) *(http://www.gpoaccess.gov/cfr/index.html)*, and the FY 2014 Emergency Management Performance Grant Funding Opportunity Announcement *(http://www.fema.gov/pdf/government/grant/2014/fy14_empg_foa.pdf)*, and within the period of performance. Federal funds cannot be used to match this award.

To receive FY 2014 funding Grantee:

- must have met the terms of the 2013 Performance Partnership Agreement (PPA)
- must have shown satisfactory progress on the 2013 PPA workplan as determined by their Field Coordinator (FC)
- must have submitted all required 2013 EMPG administrative documents to GEMA
- must have completed NIMSCAST Roll-up for 2013

Payment will not be made until the FY14 PPA Request for Payment Form is approved by the GEMA Director of Field Operations.

Authorized Grantee Official

Robert Reichert MAYOR Robert R. B. Reichert

Please Print Name | Title | Signature | Date of Acceptance

Approving Authority - GEMA

Charley English, Director — Date

(PPAA-10)

GEORGIA EMERGENCY MANAGEMENT AGENCY

Homeland Security

2014 Performance Partnership Agreement

The 2014 Performance Partnership Agreement (PPA) between the *Georgia Emergency Management Agency-Homeland Security (GEMA-HS)* and the Macon-Bibb County *Government.*

In order to best ensure that state and local governments are fully prepared to help their citizens in times of emergency, the Macon-Bibb County Government, the Macon-Bibb County Emergency Management Agency, (EMA), and it's Director agree to meet the requirements specified in the Official Code of Georgia Annotated (Section 38-3-27), of the Georgia Emergency Management Act of 1981, as amended, the Federal Emergency Management Agency (FEMA) 2014 Emergency Management Preparedness Grant (EMPG) Guidance and the FY14 GEMA-HS EMPG Program Guidance and those rules, regulations and guidelines dictated by the Director of GEMA-HS.

GEMA-HS agrees to provide required and necessary state and federal resources to local governments on a timely basis in response to major emergencies and disasters; a comprehensive training and exercise program for emergency personnel; and other critical situational information. GEMA-HS further agrees to provide funding support to ***local qualified governments*** for appropriate administrative expenses; administer and manage federal and state assistance programs for the benefit of local governments; provide necessary and requested information, advise, recommendations and technical assistance concerning emergency management administrative, operations and planning issues and to eliminate restrictive and unnecessary administrative requirements in managing its responsibilities on behalf of local governments.

APPROVAL and REVIEW

By signing this Performance Partnership Agreement (PPA) the parties agree to work cooperatively in accomplishing the objectives set forth above.

This PPA must be signed by the local EMA Director and the Chief Elected Official (CEO) of the local government and the Director of GEMA-HS. Evaluation of progress will be reviewed by the GEMA-HS Area Field Coordinator. *Lack of satisfactory 2013 GEMA PPA/Work Plan progress may be cause for recommendation that eligibility for federal or state assistance be withdrawn.*

Donald L. Drutt Jr.
Local EMA Director — **Date**

Robert A. B. Reichert
City/County CEO — **Date**

GEMA-HS Director — **Date**

GEMA-Homeland Security Area Field Coordinator — **Date**

GEMA Field Operations
4/14

GEMA

Georgia Emergency Management Agency

Emergency Management Performance Grant CDFA 97.042

2014 Performance Partnership Agreement (PPA)
Base Award Payment Request Form

Request:

Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2014 Performance Partnership Agreement with the Georgia Emergency Management Agency-Homeland Security have been satisfied. I hereby request payment of the Base Award to cover expenses for the period of July 1, 2014 through June 30, 2015.

Award Number: OEM14 - 011

Payee Address:

Macon-Bibb County Emergency Management Agency

Attn: Don Druitt

Post Office Box 247

Macon, Georgia 31202

Signature of EMA Director _____ Date _____

donald.druitt@maconbibb.us (~~macon.ga.us~~) 478-832-6300

Email Address Phone Number

Recommend Approval:

Signature of Area Field Coordinator _____ Date _____

Approval:

Signature of Director of Field Operations _____ Date _____

Georgia Emergency Management Agency
Homeland Security
Emergency Management Performance Grant (EMPG) CDFA 97.042

FY 2014 Emergency Management Directed Training Award Payment Request Form

Request:

Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements for the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) FY 2014 EMPG Base Award Application with GEMA/HS have been satisfied. I hereby request the GEMA/HS FY 2014 EMPG Emergency Management Directed Training Award Payment.

Award Number: OEM14 - 011

Payee Address:

Macon-Bibb County Emergency Management Agency

Attn: Don Druitt

Post Office Box 247

Macon , Georgia 31202

Donald L. Druitt

Signature of EMA Director

Date

donald.druitt@~~macon.ga.us~~ maconbibb.us

Email Address

478-832-6300

Phone Number

Recommend Approval:

Signature of Field Coordinator

Date

Approval:

Signature of Director of Field Operations

Date

EXHIBIT A
CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND DRUG FREE WORKPLACE

Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters; Drug-Free Workplace

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17 and maintenance of a Drug Free Workplace (44CFR, Subpart F). The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Sections 17.615 and 17.620, the applicant certifies it will continue to provide a drug-free workplace per referenced regulations.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: 700 Poplar Street
   Macon, Georgia 31201

2. OEM14-011 — Application Number and/or Project Name

3. 58-6001728 — Grantee IRS/Vendor Number

4. Robert Reichert Mayor — Typed or Printed Name and Title of Authorized Representative

5. Robert G.B. Reichert — Signature

6. Date

Georgia Emergency Management Agency

Homeland Security

FY 2014 EMERGENCY MANAGEMENT PERFORMANCE GRANT

SUB-GRANTEE RISK ASSESSMENT

(Please use addition sheet for comment)

1. Is there appropriate segregation of duties between employees who are responsible for contracting, accounts payable and cash disbursing? ☐Yes ☐No

2. Are written policies and procedures for (1) the procurement of goods and services and (2) contracts in place which require that:
   - Contract files document significant procurement history?
   - Procurement methods be authorized including the selection of contract type, contractor, and the basis of the contract price?
   - Procurement through full and open competition be documented?
   - Cost and price analysis be performed on a contract including any contract modifications?
   - A suspension and debarment certification be obtained from each prospective vendor?
   - A suspension and debarment certification be obtained from each prospective vendor?
   - Other applicable requirements for procurement under Federal awards are followed?

   ☐Yes ☐No

3. Are procurement actions including purchase orders and required bids documented and maintained in the procurement files? ☐ Yes ☐ No

4. Is the general ledger or other reliable accounting records the basis for the required Federal financial reports?
   ☐ Yes ☐ No
5. Is the required accounting method (cash or accrual) used to prepare the Federal financial reports?
   ☐ Yes ☐ No
6. Has your organization received $500,000 or more in federal assistance from all federal sources, not just this grant, during your fiscal year? If so, has an audit been performed as prescribed in the Single Audit Act?
   ☐ Yes ☐ No
7. Are Federal financial reports prepared as required within the time imposed by the Federal grantor agencies?
   ☐ Yes ☐ No
8. Does your organization have an accounting system in place which provides for reliable processing of financial information for reporting of Federal awards?
   ☐ Yes ☐ No
9. Is a system of record keeping in place to assure that documentation is retained for the time period required by the recipient?
   ☐ Yes ☐ No
10. Does management take appropriate follow-up action for identified problems or weaknesses in internal controls? ☐ Yes ☐ No

Jurisdiction Macon-Bibb County Date _____

Signature _____ Title MAYOR

1

Comments

only filled in after purchases during the year.

ATTACHMENT 15.A

GEMA / Homeland Security

2014 EMPG

Tangible Property Report

Only enter items valued at $5,000.00 or more

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number	RKB AEL #

Dale M. Walker
County Manager

Steve H. Layson
Assistant County Manager, Infrastructure

Charles L. Coney
Assistant County Manager, Operations

Julie Moore
Assistant to the County Manager,
Budget and Strategic Planning

Chris Floore
Assistant to the County Manager,
Public Affairs

Macon-Bibb County
Office of the County Manager
700 Poplar Street • P. O. Box 247
Macon, Georgia 31202-0247
Tel: (478) 751-7170 • Fax: (478) 751-7931
www.maconbibb.us

ADMINISTRATIVE TRANSMITTAL

Ref No (e.g., PO, Quote, Form): _____

Description: Rep. Scott contact information for CEO TED Lindsley.
www.olocris.com

Date: 29 Sept 2014

TO:
☒ Mayor
☐ Clerk of the Commission
☐ Legal
☐ Other

FROM:
DON DRUITT

SUBMITTAL TYPE:
☐ Supplemental Budget Request
☐ Bid Award
☐ Resolution/Ordinance
☒ Other

Certification:
I have verified that all documents contained in this submittal meets all the requirements needed for the action request.

Donald L Druitt
Signature

Approved for Transmittal

Druitt, Donald

From: Druitt, Donald
Sent: Saturday, September 27, 2014 10:30 AM
To: Walker, Dale
Subject: Fwd: Olaeris Research - Macon-Bibb

Dale, if you read the email below and think you might want this forwarded to the Mayor for further action, I be glad to further back brief you.

Signed, Don
PS- the goal would be to get the Drone manufacturing plant here in Bibb County, as well as a local system for Public Safety!

Sent from my iPhone

Begin forwarded message:

> **From:** "McCord, Robert" <rmccord@maconbibb.us>
> **Date:** September 27, 2014 at 10:01:25 AM EDT
> **To:** "Druitt, Donald" <dDruitt@maconbibb.us>, "Roberson, Rodney" <rroberson@maconbibb.us>
> **Subject: Fwd: Olaeris Research - Macon-Bibb**

Robert D. McCord, C.E.M., COML
Operations Officer
Macon-Bibb EMA

700 Poplar Street
Macon, GA 31201
Main Line: 478-832-6300
Office: 478-832-6303
Cell: 478-737-1539
Fax: 478-751-7440
Robert.mccord@macon.ga.us

Begin forwarded message:

> **From:** "ted1@Olaeris.com" <ted1@olaeris.com>
> **Date:** September 27, 2014 at 6:30:12 AM EDT
> **To:** "McCord, Robert" <rmccord@maconbibb.us>
> **Subject: Olaeris Research - Macon-Bibb**
>
> Robert,
>
> My initial research on Georgia and some pending UAS legislative attempts are looking positive. Nothing has been passed yet and what has been introduced is

broad. This suggests we can help state legislators get on board properly and pick up the slack where they left off. 6000 legislators attended a national conference on the subject in 2013 and returned home, excited about "doing something" with UAS. Most gradually realized they knew nothing about the technology and that it was far more complicated than a brief overview they watched at that meeting. Most also have no reliable advisors and don't know how to proceed. This is where Olaeris stepped in with North Carolina, educated them, co-authored the flight rules and guidelines, and won over a landslide congressional support. Prior to our involvement in NC, state leaders were split 50/50, mired in confusion and conflicting information. After walking them through the dynamics of the UAS issue and dispelling all the rumor and myth they had largely been relying on, the vote swung to about 90% in favor of what we proposed.

I believe we can do the same thing in Georgia and the timing is right. Most states are watching and waiting with the FAA for lack of understanding the issue. Doing so will insure they are left behind. Macon still has time to ride the coat tails of what we are doing in NC and reap economic incentives, not just updated technology. Who can introduce me (by email) to Rep. Austin Scott and any other supportive congressmen? I checked his website and he has no email listed. Also won't accept emails without an address in his district. (short sighted but he's a Jr. congressman). I would like to reach out to him before our call this week. We will also need to discuss Rep. Harry Geisinger (Roswell) and Rep. Tom McCall (Elberton). Both are proponents and could assist with expediting the agenda you want to accomplish (integrating a county wide UAS network and demonstrating 2 minute 911 response capability to the world). However, they could also smell the economic impact opportunity and choose to try moving that agenda to their districts. Without knowing them, I can't say which is more likely. Ultimately, the vast majority of agencies will adopt our technology into routine 911 response over the coming 7 years. They will have to, just to keep up with neighboring capabilities and services, as well as for the cost savings. But the earliest adopters will make a foundation on which the industry will build it's momentum and propel forward. Those early integration sites will be the regional offices and headquarters facilities for companies like Olaeris who will need to service multi-state areas.

Macon Bibb is ideally suited to Olaeris as an early contender for integration with a handful of cities that will happen at the same time in other states. In addition, it might be the perfect regional hub for us to serve the SE United States and we can discuss that in our upcoming conference. I will continue research and preparation for our call this week but if you have contact info for Rep. Scott, it would be good to get him in the loop immediately since it's his backyard. I can walk him through everything we have accomplished in NC and show him the path forward as a leader in a new aerospace industry.

Thanks,

Ted Lindsley, CEO
www.olaeris.com
Domesticated UAS Technology ™

9 N

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A COMMUNITY GRANT PROGRAM GRANT IN THE AMOUNT OF $10,000.00 FROM THE COMMUNITY FOUNDATION OF CENTRAL GEORGIA, INC. AWARDED TO THE MACON CIRCUIT PUBLIC DEFENDER'S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the Macon Circuit Public Defender's Office has received a grant from the Community Foundation of Central Georgia, Inc. in the amount of $10,000.00; and

WHEREAS, the grant is for the "Public Defender's Strategic Plan Phase II" to provide matching funds needed for an Equal Justice Fellow;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Macon-Bibb County is authorized to accept a Community Foundation Grant Program grant from the Community Foundation of Central Georgia, Inc. for the Macon Circuit Public Defender's Office in the amount of ten thousand dollars and No/100s ($10,00.00) in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

COMMUNITY FOUNDATION
of Central Georgia, Inc.

BOARD OF DIRECTORS
G. Boone Smith, III
Chairman
Jacqueline G. Scott
Secretary
Ronnie D. Rollins
Treasurer
Terry A. Henderson
Audit
Julia G. Baldwin
Development & Donor Services
Charlotte Bowen Bogle
Grants
Camille Hope
Marketing
Kathryn H. Dennis
President

Malcolm S. Burgess, Jr.
Mark Byrd
Dave Carty
Donald J. Comery
Tiena Fletcher
Robert F. Hatcher, Jr.
John D. Houser
Ruth A. Knox
Eleanor A. Lane
James A. Manley, III
Jeff Manley
W. John O'Shaughnessey, Jr., MD
Terry I. Parker
Billy Pitts
Albert F. Reichert, Jr.
Chris R. Sheridan, Jr.
Scott W. Spivey
Neal L. Talton

277 MLK Jr. Blvd., Suite 303
Macon, Georgia 31201
Tel (478) 750-9338
Fax (478) 738-9214
www.cfcga.org

Certified in Compliance with National Standards for U.S. Community Foundations

September 12, 2014

Mrs. Kari Kitchens
Macon-Bibb County Board of Commissioners
P.O. Box 4708
Macon, GA 31208

Dear Kari,

On behalf of the Board of Directors of the Community Foundation of Central Georgia, I am pleased to award a grant to Macon-Bibb County Board of Commissioners in the amount of $10,000.00 (Check #11160 dated 9/12/2014). This grant is for the project, 'Public Defender's Strategic Plan Phase II'. This grant is to provide the matching funds needed for the Equal Justice Fellow.

- *This grant requires completion of a final project report and project financial summary.* Final reports and financial summaries are due within sixty days after depletion of the grant funds, prior to submitting a new grant application, or no later than June 30, 2015, whichever is earlier. In order to be eligible for future grants from the Community Foundation, a final report and financial summary for all previously received grants must be on file at the time of application; the due date for reports for a previous grant is accelerated by a new grant application. Final reports can be accessed at our website, www.cfcga.org/grants.

- Please contact the Community Foundation if there are any significant changes to your project and budget. Any grant funds not expended for the expressed purpose by the end of the grant period are to be returned to the Community Foundation.

- Please refer to funding from the Community Foundation of Central Georgia in any press releases or publications about this project. Logos and additional communication guidelines can be found at www.cfcga.org/grants/communications.

If you have any questions regarding this grant, please call the Foundation office at 478-750-9338. We are pleased to partner with Macon-Bibb County Board of Commissioners to make Central Georgia an even better place to live!

Sincerely,

Alexandra Leahy
Program Officer

Enclosure

Through its Community Grant Program, CFCG looks to fund projects that further its mission – to enhance the quality of life for the people of Central Georgia. Projects given priority are ones that are unique in addressing needs not currently being met by existing organizations, reach a broad segment of the community, improve organizational efficiency, encourage self-sufficiency on the part of disadvantaged individuals, encourage matching gifts or enhance fundraising capabilities, and demonstrate collaborations with other non-profit organizations to provide innovative, more efficient approaches to solving community issues.

CFCG is able to award these grants thanks to a few of Central Georgia's most generous citizens. These wonderful men and women established unrestricted funds, which will be available to benefit the community forever. Unrestricted funds allow the Community Foundation's Board of Directors the discretion to make grants to address the most urgent needs and opportunities in the community. The following funds make the Community Grant Program possible:

L. D. and Minnie Lee Brown Fund

Fickling Family Fund

Fund for Memorials and Honoraria

Ross and Geneva Gardner Fund

General Fund

William S. Hutchings Fund

Jones Freeman Ross Family Fund

Kruger Fund

Edward Miraglia, Jr. Fund

Olson Fund

Hazel Elizabeth Rogers Fund

John F. Rogers, Jr. Fund

Emily Walker Fund

Walters Family Fund

Zuver Fund

ATTACHMENT 15.B

Community Foundation
of Central Georgia, Inc.

To: Macon-Bibb County Board of Com 9/12/2014 011160

Invoice Number	Date	Description	Amount	Discount	Net Amount
GE-PR-12197-1	9/12/2014	GRNT- Public Defender's Strategic Plan Phase II	$10,000.00	$0.00	$10,000.00
		Totals:	$10,000.00	$0.00	$10,000.00

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

Community Foundation
of Central Georgia, Inc.
277 Martin Luther King Jr. Blvd. Suite 303
Macon, GA 31201
(478) 750-9338

SUNTRUST
SunTrust Bank, Middle Georgia
Macon, Georgia

64-10/610
BRANCH 01

011160

CHECK DATE	CHECK NO.
9/12/2014	11160

CHECK AMOUNT
$** 10,000.00

PAY **Ten thousand and 00/100 Dollars**

TO THE ORDER OF
Macon-Bibb County Board of Commisssioners
P.O. Box 4708
Macon, GA 31208

Norma J. Rullins

⑈011160⑈ ⑆061000104⑆ 3601185428⑈

90

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FY 14 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF $78,254 AWARDED TO THE SHERIFF'S DEPARTMENT; AND FOR OTHER PURPOSES.

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

WHEREAS, these funds will be used to purchase law enforcement equipment to include laptops and software (see attached); and

WHEREAS, these funds will be used to provide training and support of the Drug Court outreach program; and

WHEREAS, these fund will be used to provide and support education and supervision services for the Drug Court program.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, the acceptance of these funds.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs Washington, D.C. 20531

August 27, 2014

The Honorable Robert Reichert
Macon-Bibb County
700 Poplar St
Macon, GA 31201-2033

Dear Mayor Reichert:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of $78,254 for Macon-Bibb County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Flora D. Lawson, Program Manager at (202) 305-9216; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at esk.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER	PAGE 1 OF 1
2014-DJ-BX-0935	

This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Flora D. Lawson (202) 305-9216	Sheila Jones Grants Accountant 700 Poplar St Macon, GA 31201-2033 (478) 751-7366

3a. TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local	

4. TITLE OF PROJECT

FY 14 Justice Assistance Grant

5. NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
Macon-Bibb County 700 Poplar St Macon, GA 31201-2033	

7. PROGRAM PERIOD	8. BUDGET PERIOD
FROM: 10/01/2013 TO: 09/30/2017	FROM: 10/01/2013 TO: 09/30/2017

9. AMOUNT OF AWARD	10. DATE OF AWARD
$ 78,254	08/27/2014

11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use this JAG award to purchase law enforcement equipment. Specific purchases will include laptops, iphones, computers, software and other law enforcement equipment. The grantee will also use funds to provide training and support the Drug Court Outreach program. The goals of this project are to provide

OJP FORM 4000/2 (REV. 4-88)

9 P

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FY 14 GEMA/HOMELAND GRANT IN THE AMOUNT OF $100,000 AWARDED TO THE SHERIFF'S DEPARTMENT; AND FOR OTHER PURPOSES.

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

WHEREAS, these funds will be used to purchase law enforcement equipment to support the BDU_EOD(see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, the acceptance of these funds.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

September 29, 2014

GAN #EMW-2014-SS-00092-S01
Budget Worksheet #3337/SHO14-117
Bibb County Sheriff's Office

Honorable David Davis
Sheriff of Bibb County
Post Office Box 930
Macon, Georgia 31202

Dear Sheriff Davis:

It is my pleasure to award your agency with a Fiscal Year 2014 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) / Homeland Security. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $100,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). **This grant award expires June 30, 2015. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Grantee-Subgrantee Agreement are Exhibits A - J. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter.** A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Crystal Lazarus, Grants Manager, at (404) 635-7074. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah W. Hamrick
Director
Homeland Security Division

mh/sh
Enclosures
cc: Lieutenant Wilton Collins, Bomb Commander
Bibb County Sheriff's Office

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
FY2014 DHS HSGP, State Homeland Security Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)

DETAILED BUDGET WORKSHEET

Is this Equipment, Training, or Exercise Activity? YES / NO	Is this a Joint Project? YES / NO	
GAN #: EMW-2014-SS-00092-S01	BUDGET WORKSHEET (DHS) SHOULD BE SHOT-11	

DATE RW SUBMITTED:	SUBGRANTEE (Agency/Jurisdiction): Bibb County Sheriff's Office / Bibb County	FEDERAL ID #: 58-6000804	COUNTY: Bibb	AREA: 4
CONTRACT SEND TO NAME/TITLE: David Davis / Sheriff	ADDRESS: P.O. Box 930 Macon GA 31202	PHONE: 478-746-9441	EMAIL: ddavis@maconbibb.us	
PROGRAM CONTACT NAME/TITLE: Wilton Collins / Macon-Bibb Sheriff's Office	ADDRESS: 668 Oglethorpe Street, Macon GA 31201	PHONE: 478-447-4534	EMAIL: wcollins@maconbibb.us	

Category – Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Ops), 7. Detection (DET), 8. Decontamination (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16.Animal and Plants (A&P), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EXC), 24. Planning (PLG), 25. Citizen Corps (CCP)

Investment Justification # = 5 Specify on this line the Investment Justification associated with the project to be funded. One per application.
Choose one: 1. Support Georgia's Fusion Center, 2. Sustain Metropolitan Medical Response System (MMRS), 3. Citizen Preparedness and Volunteer Efforts (CCP), 4. Planning, Training and Exercises, 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment, 6. Sustain Critical Infrastructure/Key Resources and Agro-Terrorism Response Capability

Discipline = LE Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	Quantity	Cost Each	TOTAL COST
001	EOD	EOD Tool Kit (Max Portable) 02EX-02-TLPB	3	$2,567.00	$ 7,701.00
002	EOD	Boesch Fiberscopes 02EX-00-KITO	3	$359.00	$ 1,077.00
003	EOD	LOGOS Laptop (Updated for LOGOS Imaging) 02EX-01-XRAP	1	$1,795.00	$ 1,795.00
004	EOD	Cooling Vest 01ZA-06-COOL	1	$135.00	$ 135.00
005	EOD	Kool Max Vest Packs 01ZA-06-COOL	1	$120.00	$ 120.00
006	EOD	54 Oz. Hydra-Jet 02EX-02-TLPB	1	$823.00	$ 823.00
007	EOD	72 Oz. Hydra-Jet 02EX-02-TLPB	1	$898.00	$ 898.00
008	EOD	50 Grain Detonation Cord 02EX-02-TLEX	8	$75.00	$ 600.00
009	EOD	Shock Tube Caps 02EX-02-TLEX	8	$178.00	$ 1,424.00
010	EOD	ShockTube Rolls 02EX-02-TLEX	8	$248.00	$ 1,984.00
011	EOD	AREX Lightshawk Ballistic Vest 01LE-01-ARMR	2	$2,880.00	$ 5,760.00
012	EOD	Armor Express MOLLE Pouches 01LE-01-ARMR	5	$89.00	$ 267.00
013	EOD	Armor Express ID Tags 01LE-01-ARMR	3	$36.00	$ 108.00
014	EOD	SPRINT IIIA 01LE-01-ARMR	3	$879.00	$ 2,637.00
015	EOD	PST SC650 Tactical Helmet 01LE-01-HLMT	3	$588.00	$ 1,764.00
016	EOD	PST SC650 II-A Faceshields 01LE-01-HLMT	3	$496.00	$ 1,488.00
017	EOD	Time Fuze Initiators 02EX-02-TLEX	8	$250.00	$ 2,000.00
018	EOD	Golden X-Ray XRT-50 02EX-01-XRAP	1	$4,351.00	$ 4,351.00
019	EOD	Explosive Day Box 14" x 12" x 8" 02EX-00-EXMP	3	$382.00	$ 1,146.00
020	EOD	Explosive Day Box 24" x 14" x 12" 02EX-00-EXMP	4	$660.00	$ 2,640.00
021	EOD	ATF Approved Padlocks 01ZA-00-GSAC	5	$32.00	$ 160.00
022	EOD	Day Box Shipping and Handling 21GN-00-SHIP	1	$280.00	$ 280.00
023	EOD	Nex-Ray NANO 02EX-01-XRAP	1	$38,000.00	$ 38,000.00
024	EOD	MineLab GTX-3030 Metal Detector (Post Blast) 02EX-00-PBIR	2	$2,499.00	$ 4,998.00
025	EOD	Sony 7R x 7R 35MM Camera Kit w/ Tripod 04MD-01-CMRA	1	$3,644.00	$ 3,644.00
026	EOD	LOGOS Imaging Plates 02EX-01-XRAP	10	$1,400.00	$ 14,000.00
				TOTAL	$ 100,000.00

GEMA/HS Program Manager:	Wayne Smith	Program: BDU-EOD
Prepared By:	Lt. WR Collins	Title: Bomb Commander

9 Q

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FY 14 GEMA/HOMELAND GRANT IN THE AMOUNT OF $3,000 AWARDED TO THE SHERIFF'S DEPARTMENT; AND FOR OTHER PURPOSES.

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

WHEREAS, these funds will be used to purchase food and supplies for the EOD K-9(see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, the acceptance of these funds.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

September 29, 2014

GAN #EMW-2014-SS-00092-S01
Budget Worksheet #3312/SHO14-085
Bibb County Sheriff's Office

Honorable David Davis
Sheriff of Bibb County
Post Office Box 930
Macon, Georgia 31202

Dear Sheriff Davis:

It is my pleasure to award your agency with a Fiscal Year 2014 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) / Homeland Security. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $3,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). **This grant award expires September 30, 2015. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Grantee-Subgrantee Agreement are Exhibits A - J. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter.** A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Crystal Lazarus, Grants Manager, at (404) 635-7074. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah Hamrick

Micah W. Hamrick
Director
Homeland Security Division

mh/sh
Enclosures
cc: Lieutenant W.R. Collins
Bibb County Sheriff's Office

EMAP Accredited

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
FY2014 DHS HSGP, State Homeland Security Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)

DETAILED BUDGET WORKSHEET

Law Enforcement Terrorism Prevention Award? YES: X NO:		State on Behalf of Locals: Yes: NO: X		
GAN#: EMW-2014-SS-00092-S01		BUDGET WORKSHEET (BW)#: 5312/SHO14-085	Revision#:	
DATE BW SUBMITTED:	SUBGRANTEE (Agency/Jurisdiction): Bibb County Sheriff's Office	FEDERAL ID #:58-091284	COUNTY: Bibb	AREA: 4
CONTRACT SEND TO. NAME/TITLE: David Davis Sheriff	ADDRESS: P.O. Box 930 Macon, GA 31202	PHONE: 478-746-9441	EMAIL: ddavis@maconbibb.us	
PROGRAM CONTACT NAME/TITLE: W.R. Collins Lieutenant	ADDRESS: 668 Oglethorpe Street Macon, Georgia 31201	PHONE: 478-447-4534	EMAIL: wcollins@maconbibb.us	

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Ops), 7. Detection (DET), 8. Decontamination (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Animal and Plants (A&P), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG), 25. Citizen Corps (CCP)

Investment Justification = 5 Specify on this line the Investment Justification associated with the project to be funded. One per application.
Choose one: 1. Support Georgia's Fusion Center, 2. Sustain Metropolitan Medical Response System (MMRS), 3. Citizen Preparedness and Volunteer Efforts (CCP), 4. Planning, Training and Exercises, 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment, 6. Sustain Critical Infrastructure/Key Resources and Agro-Terrorism Response Capability

Discipline = LE Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	Quantity	Cost Each	TOTAL COST
001	EOD	Food for Explosive K-9	10	$65.00	$ 650.00
002	EOD	Vet Care for K-9	1	$600.00	$ 600.00
003	EOD	EOD K9 Supplies/Equipment (Kong leads, collars, training supplies)	1	$922.00	$ 922.00
004	EOD	Explosive Day Box (14" x 12' x 8")	2	$382.00	$ 764.00
005	EOD	ATF Approved Locks	2	$32.00	$ 64.00
006					$ -
007					$ -
008					$ -
009					$ -
010					$ -
GEMA/HS Program Manager:	Tod Keys	Program:	EOD K9	TOTAL	$ 3,000.00
Prepared By:	W.R. Collins	Title:	Lieutenant		

9 R

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FY 14 GEMA/HOMELAND SECURITY GRANT IN THE AMOUNT OF $57,227 AWARDED TO THE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Fire Department is charged with protecting and serving the citizens of Macon-Bibb County, Georgia; and

WHEREAS, these funds will be used to support Public Safety Response Teams (see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, the fund will be accepted.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

September 29, 2014

GAN #EMW-2014-SS-00092-S01
Budget Worksheet # 3307/SHO14-082
Macon-Bibb County Fire Department

Honorable Robert Reichert
Mayor
Macon-Bibb County Board of
Commissioners
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Reichert:

It is my pleasure to award your agency with a Fiscal Year 2014 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) / Homeland Security. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $57,227.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). **This grant award expires June 30, 2015. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Grantee-Subgrantee Agreement are Exhibits A - J. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter.** A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Crystal Lazarus, Grants Manager, at (404) 635-7074. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah W. Hamrick
Director
Homeland Security Division

mh/sh
Enclosures
cc: Marvin Riggins, Fire Chief
Macon-Bibb County Fire Department

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
FY2014 DHS HSGP, State Homeland Security Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)

DETAILED BUDGET WORKSHEET

Law Enforcement Terrorism Prevention Award? YES ___ NO ___ XX ___		State on Behalf of Locals - Yes ___ NO ___ XX ___		
GANT: EMW-2014-SS-00092-S01		BUDGET WORKSHEET (BW) = 3307SE0147052	Revision:	
DATE BW SUBMITTED:	SUBGRANTEE (Agency/Jurisdiction): Macon-Bibb County Board of Commissioners/Macon-Bibb County Fire Department	FEDERAL ID #: 58-6000612	COUNTY: Bibb	AREA: 4
CONTRACT SEND TO NAME/TITLE: Robert Reichert, Mayor	ADDRESS: 700 Poplar St Macon GA 31201	PHONE: 478-751-7400	EMAIL: rreichert@maconbibb.us	
PROGRAM CONTACT NAME/TITLE: Marvin Riggins Fire Chief	ADDRESS: 1191 First St. Macon GA 31201	PHONE: 478-751-9180	EMAIL: mriggins@maconbibb.us	

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Ops), 7. Detection (DET), 8. Decontamination (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16.Animal and Plants (A&P), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG), 25. Citizen Corps (CCP)

Investment Justification = 5 Specify on this line the Investment Justification associated with the project to be funded. One per application:
Choose one: 1. Support Georgia's Fusion Center, 2. Sustain Metropolitan Medical Response System (MMRS), 3. Citizen Preparedness and Volunteer Efforts (CCP), 4. Planning, Training and Exercises, 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment, 6. Sustain Critical Infrastructure/Key Resources and Agro-Terrorism Response Capability

Discipline = FIRE Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

ITEM NO	CATEGORY	ITEM	Quantity	Cost Each	TOTAL COST
001	WC	Inflatable boat, trailor and motor	2	$10,712.50	$ 21,425.00
002	PPE	PPE and Safety Equipment	1	$5,315.00	$ 5,315.00
003	VEH	Ford F-250 Diesel Powered vehicle	1	$30,487.00	$ 30,487.00
004					$ -
005					$ -
006					$ -
007					$ -
008					$ -
009					$ -
010					$ -
011					$ -
GEMA/HS Program Manager:	Ronnie Register	Program:	SAR	TOTAL	$ 57,227.00
Prepared By:	W. S. Edwards	Title:	Asst. Fire Chief		

ATTACHMENT 15.F

9 S

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FY 14 GEMA/HOMELAND GRANT IN THE AMOUNT OF $20,000 AWARDED TO THE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Fire Department is charged with protecting and serving the citizens of Macon-Bibb County, Georgia; and

WHEREAS, these funds will be used to support Public Safety Response Teams(see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, the acceptance of these funds.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

September 29, 2014

GAN #EMW-2014-SS-00092-S01
Budget Worksheet #3302/SHO14-077
Macon-Bibb County Fire Department

Honorable Robert Reichert
Mayor
Macon-Bibb County Board of
Commissioners
700 Poplar Street
Macon, Georgia 31201

RECEIVED
OCT 06 2014
OFFICE OF THE MAYOR

Dear Mayor Reichert:

It is my pleasure to award your agency with a Fiscal Year 2014 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) / Homeland Security. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $20,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). **This grant award expires June 30, 2015. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Grantee-Subgrantee Agreement are Exhibits A - J. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter.** A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Crystal Lazarus, Grants Manager, at (404) 635-7074. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah W. Hamrick
Director
Homeland Security Division

mh/sh
Enclosures
cc: Marvin Riggins, Fire Chief
Macon-Bibb County Fire Department

EMAP Accredited

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
FY2014 DHS HSGP, State Homeland Security Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)

DETAILED BUDGET WORKSHEET

Law Enforcement Terrorism Prevention Award? YES ___ NO ___XX___	State on Behalf of Locals: Yes ___ NO ___XX___	
GAN#: EMW-2014-SS-00092-S01	BUDGET WORKSHEET (BW)#: 3302/SHO14-077	Revision:

DATE BW SUBMITTED:	SUBGRANTEE (Agency/Jurisdiction): Macon-Bibb County Board of Commissioners/Macon-Bibb County Fire Department	FEDERAL ID #: 58-6000612	COUNTY: Bibb	AREA: 4
CONTRACT SEND TO NAME/TITLE: Robert Reichert, Mayor	ADDRESS: 700 Poplar St. Macon GA 31201	PHONE: (478) 751-7400	EMAIL: rreichert@maconbibb.us	
PROGRAM CONTACT NAME/TITLE: Marvin Riggins Fire Chief	ADDRESS: 1191 First St. Macon GA 31201	PHONE: (478) 751-9180	EMAIL: mriggins@maconbibb.us	

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Ops), 7. Detection (DET), 8. Decontamination (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Animal and Plants (A&P), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG), 25. Citizen Corps (CCP)

Investment Justification = _____5_____ Specify on this line the Investment Justification associated with the project to be funded. One per application.
Choose one: 1. Support Georgia's Fusion Center, 2. Sustain Metropolitan Medical Response System (MMRS), 3. Citizen Preparedness and Volunteer Efforts (CCP), 4. Planning, Training and Exercises, 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment, 6. Sustain Critical Infrastructure/Key Resources and Agro-Terrorism Response Capability

Discipline = ____FIRE___ Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

COST ESTIMATE

ITEM NO	CATEGORY	ITEM	Quantity	Cost Each	TOTAL COST
001	IT	ID Badging System for Accountability and Operations	1	$4,535.00	$ 4,535.00
002	IT	Badeing System Materials, Cards and Equipment	1	$1,000.00	$ 1,000.00
003	SAR	Voyager Class III Rescue Harness	4	$400.00	$ 1,600.00
004	SAR	Technical Rescue Rigging Plate	10	$50.00	$ 500.00
005	SAR	Rescue Tech 2.5 in Single PMP	10	$55.00	$ 550.00
006	SAR	Rescue Tech NFPA 2 in. Rescue Pulkley, Single	10	$57.00	$ 570.00
007	SAR	Rope PMII 1/2 in. Rope 600 ft. spool (2 person rescue rope)	8	$800.00	$ 6,400.00
008	SAR	PMI 8mm Accessory Cord Full Spool	6	$200.00	$ 1,200.00
009	SAR	Carabiners Omega Pacific NFPA Aluminum Screw Gate (Black)	25	$35.00	$ 875.00
010	SAR	Webbing 1 in. - 150 ft. Lengths	20	$42.50	$ 850.00
011	SAR	USAR Tech Rope Equipment Bag	6	$320.00	$ 1,920.00
GEMA/HS Program Manager:	Ronnie Register	Program:	GSAR	TOTAL	$ 20,000.00
Prepared By:	W. S. Edwards	Title:	Asst. Fire Chief		

ATTACHMENT 15.H

9 T

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FY 14 GEMA/HOMELAND GRANT IN THE AMOUNT OF $20,000 AWARDED TO THE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Fire Department is charged with protecting and serving the citizens of Macon-Bibb County, Georgia; and

WHEREAS, these funds will be used to support Public Safety Response Teams(see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, the acceptance of these funds.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

September 29, 2014

GAN #EMW-2014-SS-00092-S01
Budget Worksheet #3287/SHO14-061
Macon-Bibb County Fire Department

Honorable Robert Reichert
Mayor
Macon-Bibb County Board of
Commissioners
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Reichert:

It is my pleasure to award your agency with a Fiscal Year 2014 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency (GEMA) / Homeland Security. This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $20,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). **This grant award expires June 30, 2015. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Grantee-Subgrantee Agreement are Exhibits A - J. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter.** A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Crystal Lazarus, Grants Manager, at (404) 635-7074. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Micah W. Hamrick
Director
Homeland Security Division

mh/sh
Enclosures
cc: Marvin Riggins, Fire Chief
Macon-Bibb County Fire Department

GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
FY2014 DHS HSGP, State Homeland Security Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)

DETAILED BUDGET WORKSHEET

Law Enforcement Terrorism Prevention Award: YES ___ NO XX	State on Behalf of Locals: Yes ___ NO XX	
GAN#: EMW-2014-SS-00092-S01	BUDGET WORKSHEET (BW): 3287/SHO14-06T	Revision#

DATE BW SUBMITTED:	SUBGRANTEE: Macon-Bibb County Commission/Macon-Bibb County Fire Dept	FEDERAL ID #: 58-6000612	COUNTY: Bibb	AREA: 4
CONTRACT SEND TO NAME/TITLE: Robert Reichert, Mayor	ADDRESS: 700 Poplar St. Macon GA 31201	PHONE: (478) 751-7400	EMAIL: rreichert@maconbibb.us	
PROGRAM CONTACT NAME/TITLE: Marvin Riggins/Fire Chief	ADDRESS: 1191 First St. Macon GA 31201	PHONE: (478) 751-9180	EMAIL: mriggins@maconbibb.us	

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. CBRNE Operational and Search and Rescue (SAR), 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Ops), 7. Detection (DET), 8. Decontamination (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Animal and Plants (A&P), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG), 25. Citizen Corps (CCP)

Investment Justification = ___5___ Specify on this line the Investment Justification associated with the project to be funded. One per application.
Choose one: 1. Support Georgia's Fusion Center, 2. Sustain Metropolitan Medical Response System (MMRS), 3. Citizen Preparedness and Volunteer Efforts (CCP), 4. Planning, Training and Exercises, 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment, 6. Sustain Critical Infrastructure/Key Resources and Agro-Terrorism Response Capability

Discipline = ___FIRE___ Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

ITEM NO	CATEGORY	ITEM	Quantity	Cost Each	TOTAL COST
001	PPE	Level A Suits (One Suit Flash)	4	$2,500.00	$ 10,000.00
002	DECON	Emergency Decontamination Portable Shower	2	$3,000.00	$ 6,000.00
003	DET	Atmospheric Weather Station	1	$1,000.00	$ 1,000.00
004	DECON	Environmental Run-Off Control Kits (land)	1	$500.00	$ 500.00
005	DECON	Environmental Run-Off Control Kits (water)	1	$500.00	$ 500.00
006	DECON	Commercial Grade Water Supply Hose for Decon Line	1	$500.00	$ 500.00
007	VEH	Compartmental Lights for Vehicle	1	$1,000.00	$ 1,000.00
008	VEH	Tools and Supplies for Recompartmentalizing hazMat Veh.	1	$500.00	$ 500.00
009					$ -
010					$ -
011					$ -
GEMA/HS Program Manager:	Ronnie Register	Program:	HAZMAT	TOTAL	$ 20,000.00
Prepared By:	W. S. Edwards	Title:	Asst. Fire Chief		

9 U

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION CONFIRMING MAYOR ROBERT REICHERT'S APPOINTMENT OF JACKIE HARPER TO FILL A VACANT CITIZEN-AT-LARGE POSITION ON THE TREE COMMISSION; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to Sec. 17-33 of the Macon-Bibb County Code of Ordinances, Mayor Robert Reichert's appointment of Jackie Harper to fill the vacant citizen-at-large position on the Tree Commission is hereby confirmed.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMMISSION

S:\Law\RES MACON-BIBB\2014 Reichert appoint Jackie Harper to Tree Commission.doc

TREE COMMISSION
City of Macon
P.O. Box 247
Macon, GA 31202-0247

COMMISSIONERS

Appointed members

Heather Bowman Cutway
Chair
Historic District

Hamp Dowling
Citizen-at-large

Vacant
Citizen-at-large

Vacant
Citizen-at-large

Derrick Cattlatt
Professional

Robert Heath
Professional

Eric Griffin
Developer

Ex-officio members

Karol Kelly
Bibb County Extension Office

Dale Dougherty, Director
Macon-Bibb Parks and Recreation

Joan Scales
Georgia Forestry Commission

Pam Carswell
Keep Macon-Bibb Beautiful Commission

Brian Smith
Georgia Power

Ben Hamrick
Macon-Bibb Parks and Recreation

Randell Hunt
City Forester

James P. Thomas
Planning & Zoning Commission

September 22, 2014

Honorable Robert Reichert, Mayor
City of Macon
700 Poplar Street
Macon, GA 31201

Dear Mayor Reichert:

On behalf of the Macon Tree Commission I am pleased to make a recommendation for an open position on the Macon Tree Commission – Jackie Harper. I spoke with Ms. Harper and confirmed she is willing and able to serve on the Tree Commission.

Jackie Harper will fill a spot designated as citizen-at-large. Ms. Harper recently retired from a long career as a nurse. In retirement, she has developed an interest in nature and gardening. She completed the Master Gardener course in 2001 and the Master Naturalist class in 2010 with the Bibb County Extension Office. She has continued her education with several horticulture courses at Fort Valley State University and seminars at the Georgia State Botanical Gardens. She has volunteered at the Bibb and Houston County Extension offices and has worked with the Junior Master Gardeners at Sonny Carter Elementary. She was also essential in establishing the community garden at Mulberry Street United Methodist Church. Her extensive plant knowledge and dedication to community organizations will make her a valuable member of the commission

Thank you for your prompt attention to this recommendation. Please see the attached letter of interest from Ms. Harper for more information about her qualifications. We look forward to having Jackie Harper join us as an active commission member.

Sincerely,

Heather Bowman Cutway, Chair
478-972-2480
Cutway_hb@mercer.edu

RECEIVED
OCT 03 2014
OFFICE OF THE MAYOR

Macon Tree Commission: Letter of Interest

Jackie Harper
690 Richmond Hill Court
Macon GA 31210
478 737 2694
Jacquelineharper617@gmail.com

I have been a Registered Nurse since 1972 (Holy Name Hospital School of Nursing/Englewood Cliffs College/Fordham University 1968-1972). My hospital experience has included clinical nursing at Columbia Presbyterian Hospital, New York City, NY; West Paces Ferry Hospital,Atlanta,GA; Northside Hospital,Atlanta, GA; and both Central Georgia Rehabilitation Hospital and Coliseum Hospital in Macon. I have served as clinical nurse in the Coronary Care Unit, Intensive Care Unit, Medical Surgical and Recovery Room. I have also done extensive RN, community, and patient education serving as Director of Nursing Education while at West Paces Ferry Hospital in Atlanta and teaching CPR, diabetic teaching and Prepared Childbirth Classes in Macon. My most recent nursing employment has been as office nurse at Neurology Associates in Macon working for Dr. Thomas Hope and Dr. John Spiegel. I left that position in 2008 to help care for my parents in their later years in both Florida and Maine where they lived.

My work with Bibb County Extension began in 2001 when I completed the Master Gardener course in Byron. I had always been interested in gardening and nature and this course opened my eyes to many possibilities. From there I took several courses at Fort Valley State in the Horticulture Department and started to volunteer in the Houston County office during the time that Bibb County was without an extension agent. Willie Chance was our mentor at the time and we worked the office, made home visits, took continued classes as well as leading garden tours given by several groups in Macon. I have continued to be active in the Master Gardeners when I can and have worked in the Bibb county office, made home visits with Karol Kelly for the Extension office, worked with the Junior Master Gardeners at Sonny Carter School in Macon. In 2010 I completed the Master Naturalist Class in Bibb County. That experience along with the Master Gardener class have continued to spark my interest in the environment, conservation and education of the public regarding the world around us. I have worked with Karol Kelly and her committee to continue the Master Naturalist classes on an ongoing basis.

I continue to attend classes and seminars at the State Botanical Gardens in Athens, the Atlanta Botanical Garden, and the UGA campus in Griffin as well as classes offered here in Macon. I have started the Native Plant certification program in Athens. I participated in the Tree Canopy Survey in Macon several years ago, mapping the tree canopy in Bibb county .

I am a member of the Perennial Plant Society, a lifetime member of the Native Plant Society, a member of The Audubon Society, The Master Gardeners of Central Georgia and the Perennial Garden Club. For many years I had an organic vegetable garden with two partners that we used to feed our own families, our friends, and often took produce to Macon Outreach at Mulberry Street United Methodist Church. We used the garden as a teaching opportunity inviting Garden Clubs and other groups for education on Organic Gardening. I helped establish the vegetable and fruit gardens at Mulberry Street United Methodist Church and continue to work with the group to keep the garden sustainable for providing fresh produce for the clients at Macon Outreach.

I was attending a Master Naturalist update when it was brought to my attention that The Tree Commission was interested in a volunteer from our group and I would be honored to be a part of the organization if my background qualifies me for the position.

Sincerely yours,
Jackie Harper

9 V

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING SUSAN MIDDLETON TO THE BOARD OF DIRECTORS OF THE BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to O.C.G.A Sec. 49-3-2, the appointment of Susan Middleton to the board of directors of the Bibb County Department of Family and Children Services is hereby approved.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMMISSION

S:\Law\RES MACON-BIBB\2014 Reichert appoint Susan Middleton to the DFCS Board.doc

Nathan Deal, Governor

Keith Horton, Commissioner

Georgia Department of Human Services • Family & Children Services • Martha K. Blue, Bibb Co. Director •
456 Oglethorpe St. • Macon, GA 31201• 478-751-6610 • Fax: 478-751-6578

RECEIVED
JUN 17 2014
OFFICE OF THE MAYOR

June 11, 2014

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

Re: Appointment of Bibb County DFCS Board Member

Dear Mayor Reichert and Consolitated Commissioners:

The Board and I are requesting that you consider Mrs. Susan Middleton for appointment to the Bibb County Department of Family and Children Services Board of Directors. Mrs. Middleton has expressed a desire to serve on the Board.

Please find attached her Resume. Please send notification of the appointment to our office.

I am very grateful for the support that you have given our programs. If I can be of any assistance at any time, please call me.

Sincerely,

Martha K. Blue
Mrs. Martha K. Blue
County Director V

RESUME OF SUSAN MIDDLETON

FOR THE PURPOSE OF THE BIBB COUNTY DFCS BOARD

A product of the Bibb County Public Schools, Susan Middleton served twelve years as the District 4 representative on the Bibb County Board of Education. She served as President of the Board of Education on two occasions: 2003 and 2006.

She holds a bachelor's degree in music from Wesleyan College, a bachelor's degree in English from Georgia State University, a law degree from Mercer University and a masters degree in political science from Georgia State University.

Susan is an attorney in good standing with the State Bar of Georgia, though not currently in the active practice of law. She practiced law with Lonzy Edwards from 1988-1991 and with Kice Stone from 2002-2007.

She taught social studies and language arts at Central High School for nine years and coordinated the International Baccalaureate Program before getting elected to the school board in 2000.

An active member of Ingleside Baptist Church, Susan along with her husband, enjoy serving as short term missionaries sent out on teams from Ingleside.

She teaches beginner piano lessons in her home.

Susan is married to Bob Middleton. They have three children and nine grandchildren.

9 W

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZE THE MAYOR TO EXECUTE A LETTER OF AGREEMENT BETWEEN MACON-BIBB COUNTY AND THE DEPARTMENT OF HOMELAND SECURITY FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO CONDUCT AN INTEGRATED EMERGENCY MANAGEMENT COURSE ON JULY 20-23, 2015, IN THE SAME OR SIMILAR FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the Federal Emergency Management Agency (FEMA) is a component of the United States Department of Homeland Security (DHS); and

WHEREAS, the Emergency Management Institute (EMI) is a division of FEMA and its mission is to support DHS and FEMAs goals by improving the competencies of the U.S. officials in Emergency Management at all levels of government to prepare for, protect against, respond to, recover from, and mitigate the potential effects of all types of disasters and emergencies on the American people; and

WHEREAS, EMI has committed to conducting an Integrated Emergency Management Course for Macon-Bibb County at the National Emergency Training Center (NETC) in Emmitsburg, Maryland, from July 20-23, 2015; and

WHEREAS, without the participation of the aforesaid officials, FEMA will not conduct an IEMC program for Macon-Bibb County; and

WHEREAS, IEMC training staff will visit Macon-Bibb County prior to the course start date to perform a Pre-Course Analysis (PCA) and discuss course details and requirements, meet with participating agencies, gather specific information, develop a realistic exercise scenario for the IEMC and conduct a course orientation for participants; and

WHEREAS, exercises conducted during the course often reveal areas where plans and procedures need to be modified or additional staff training is required and subsequently, FEMA requires a commitment to continue to work after the course to improve emergency management capabilities and correct any deficiencies noted during the exercise;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a letter of agreement between Macon-Bibb County and the Department of Homeland Security for the Federal Emergency Management Agency to conduct an Integrated Emergency Management Course on July 20-23, 2015, in Emmitsburg, Maryland in substantially the same form as attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that within six months after the training

course, Macon-Bibb County will provide the EMI Course Manager with a written report of any actions taken or planned as a result of participating in the IEMC.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]

LETTER OF AGREEMENT
BETWEEN
CITY OF MACON/BIBB COUNTY, GEORGIA
AND
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
FOR CONDUCT OF AN
INTEGRATED EMERGENCY MANAGEMENT COURSE

By acceptance of the Federal Emergency Management Agency (FEMA)/Emergency Management Institute's (EMI) offer to conduct an Integrated Emergency Management Course (IEMC) for City of Macon/Bibb County, Georgia, July 20-23, 2015, we mutually agree to the following conditions:

1. City of Macon/Bibb County will:

a. Ensure that key elected and appointed officials attend the entire course, and participants represent positions consistent with those contained on the Recommended Participant List provided by FEMA/EMI.

b. In addition to personnel listed on the Recommended Participant List, at a minimum, provide one qualified individual from each of the following disciplines to assist by working in the exercise control group: fire, Emergency Medical Services (EMS), law enforcement, and public works. Other individuals may be needed for specialized assistance to include emergency management, public health, hospital/medical, community/human services (mass care/shelter), and public administration.

c. Provide FEMA/EMI with copies of plans [(e.g., emergency operations, Continuity of Operations (COOP), Continuity of Government (COG)], standard operating procedures, maps, etc., needed for exercise scenario development.

d. Provide a Point of Contact (POC) who has principal responsibility for emergency management in the jurisdiction, to meet with EMI staff during a Pre-Course Analysis (PCA) site visit to:

- address course logistics and requirements;
- determine and select the type of hazard(s) and Core Capabilities to be addressed during the course and associated exercises;
- establish course objectives;
- assist in assembling an exercise design team meeting (initial planning conference) for the course exercise activities;
- establish, in conjunction with the EMI POC, a mutually agreed upon strategy/timeline for periodic communication and coordination updates/status to be used prior to course start date.

e. Provide POC (who may be the same person as in § 1.d) to coordinate student logistics, including: collecting and forwarding applications; organizing transportation; arranging meal payments; etc.

f. For each participant, obtain a FEMA Student Identification (SID) number by registering at https://cdp.dhs.gov/femasid; complete and submit the General Admissions Application (FEMA Form 119-25-1), to the address listed below. A minimum of 55 students and a maximum of 75 students will attend this course. The applications will be submitted no later than six weeks prior to the course start date. Mail applications to:

National Emergency Training Center (NETC)
Attn: Admissions Office
16825 South Seton Avenue
Emmitsburg, MD 21727

g. Acknowledge that student stipends will be reimbursed to the individual participants from the jurisdiction in accordance with National Emergency Training Center (NETC) Instruction 7900.1 (enclosed). NOTE: Individuals representing Federal departments and agencies other than Department of Homeland Security (DHS), private industry, or foreign governments are charged for lodging at the prevailing rates, which is currently $40/night.

h. Pay for participants meals (this is a non-reimbursable cost).

i. Within six months after the training, provide the EMI Course Manager with a written report of any actions taken or planned as a result of participating in the IEMC.

2. FEMA/EMI will:

a. Conduct a PCA, usually by site visit, with community officials in order to accomplish administrative requirements and develop jurisdiction-specific exercises.

b. In conjunction with the jurisdiction, establish a mutually agreed upon strategy/timeline for periodic communication and coordination updates/status to be used prior to course start date.

c. Develop and conduct a community-specific IEMC and conduct the course at the NETC, Emmitsburg, Maryland.

d. Provide instructors, controllers, and student course materials for the IEMC.

e. Provide student housing, at no cost to the student or jurisdiction.

f. Reimburse student travel expenses consistent with existing FEMA policy for a maximum of 75 students.

g. Provide course certificates to participants who successfully complete the program.

Return this completed LOA to:

FEMA/EMI
IEM Branch, Room F-115
16825 South Seton Avenue
Emmitsburg, MD 21727

NOTE:
In the event that any of the conditions cannot be met, it is understood that FEMA has the right to cancel the course and will not be responsible for any expenses incurred in preparation for the training activity.

For Jurisdiction:	For FEMA/EMI:
RICHARD A.B. REICHERT Mayor Macon, Georgia	VILMA SCHIFANO MILMOE Acting Superintendent Emergency Management Institute
Date	Date

Emergency Management Institute
U.S. Department of Homeland Security
16825 South Seton Avenue
Emmitsburg, Maryland 21727

FEMA

AUG 13 2014

RECEIVED
AUG 22 2014
OFFICE OF THE MAYOR

Richard A.B. Reichert, Mayor
Office of Mayor
700 Poplar St.
Macon, GA 31201

Subject: Commitment Letter

Dear Mr. Reichert:

I am pleased to confirm the commitment of the Federal Emergency Management Agency (FEMA), Emergency Management Institute (EMI), to conduct an Integrated Emergency Management Course (IEMC) for the City of Macon/Bibb County, Georgia, at the National Emergency Training Center (NETC) in Emmitsburg, Maryland, from July 20-23, 2015. Our commitment is contingent upon receiving a signed copy of the enclosed Letter of Agreement (LOA). Please sign and return this LOA by April 20, 2015.

Experience has shown that this course is most successful when chief elected and/or appointed officials and department heads participate to learn how to improve their community's emergency management system. *Without the participation of these officials, FEMA will not conduct an IEMC program for your jurisdiction.*

After receipt of your signed LOA, IEMC training staff will visit your community approximately two to three months prior to the course start date to perform a Pre-Course Analysis (PCA) and discuss course details and requirements. They will meet with participating agencies to gather specific information to develop a realistic exercise scenario for your IEMC and will conduct a course orientation for participants.

Enclosed is: a list of information we need to develop the course (Attachment A); a list of recommended participants which we will work together on to reflect your jurisdictional organization and departments (Attachment B); a list of core capabilities by mission area (Attachment C); and information for participants, and NETC Instruction 7900.1 explaining the stipend system (Attachment D).

Individuals applying for EMI classes are required to register using CDP's Training Administration Systems (CTAS) and obtain a Student Identification (SID) number. This number will be used in place of the Social Security Number (SSN) on your application form, General Admissions Application (FEMA Form 119-25-1). The SSN number is no longer required. To register and obtain the SID number, go to https://cdp.dhs.gov/femasid. When you enter and use the system you will be able to print off and retain a student identification card.

In addition to providing an opportunity for team building among represented departments and agencies, the exercises conducted during the course often reveal areas where plans and procedures need to be modified or additional staff training is required. Since course development and delivery involves a substantial resource commitment by both FEMA and your jurisdiction, we also require that participants make a commitment to continue to work together after the course to improve their emergency management capabilities and correct any deficiencies noted during the exercise. We appreciate your support in ensuring that the appropriate follow-up activities occur, including submission of a brief report to us (see LOA §1.l).

We look forward to working with you and your staff in the development and delivery of this community-specific IEMC. If you have questions about your upcoming IEMC, please contact Ray Chevalier, Senior Training Specialist, Integrated Emergency Management Branch, EMI, at 301-447-1187 or email ray.chevalier@fema.dhs.gov.

Sincerely,

Edward W. Smith

for Vilma Schifano Milmoe
Acting Superintendent
Emergency Management Institute

Enclosures

cc:
Andrew Velasquez III, Regional Administrator, FEMA Region IV
Gayle Alston, Regional Training Manager, FEMA Region IV
Grant K. Moore, State Training Officer, George Emergency Management Agency

ATTACHMENT A

INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC)
COURSE DEVELOPMENT INFORMATION

The following types of information will be needed by the Emergency Management Institute IEMC staff assigned to develop the exercises for your community-specific IEMC. The sooner you can collect this information the better!

1. WEBSITE INFORMATION
   - List of websites that are applicable to locating information about your community

2. MAPS
   - City, county, regional and state
   - Topographical and land use
   - Water
   - Sewer
   - Gas
   - Electric
   - Geographic Information System mapping of key infrastructure and facilities

3. PLANS AND PROCEDURES
   - Emergency Operations Plan
   - Emergency Operations Center
   - Standard Operating Procedures for disaster and/or emergency management operations
   - Mutual Aid Agreements
   - Applicable components of coordinating organizations' (e.g., state) plan and procedures

4. RESOURCE LISTS (for all participating agencies)
   - National Incident Management System (inventory, ordering, tracking system)
   - Vehicle/equipment resources, including identification numbers and location
   - Typical staffing for all shifts (numbers and position titles)
   - Mutual aid resources available, to include identification numbers
   - Key logistical support locations
   - Private resource inventories

5. HAZARDS/RISKS
   - Summary listing of potential hazards facing the community, to include threats relevant to specific sites and key facilities
   - Hazard vulnerability analyses

6. SPECIAL EVENTS
   - List of scheduled/anticipated special events for the timeframe of the course, including sporting events, concerts, festivals, conferences, etc.

ATTACHMENT B

WHO SHOULD ATTEND AN
INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC)

http://training.fema.gov/EMIWeb/IEMC/iemcpos.asp

Mayor/County Executive
City/County Manager
City/County Attorney
City/County Council Members
Public Information Officer
School Superintendent
Jurisdiction Elected/Appointed Official
Jurisdiction Department Head
Police Chief/Sheriff
Asst. Chief/Deputy Sheriff
Police/Sheriff Operations Officer
State Police Emergency Operations Center (EOC) Representative
State Police Operations
Watch Commander
Corrections Officer
Police/Sheriff Dispatcher
Fire Chief
Assistant Fire Chief
Battalion Chief
Fire Operations Officer
HazMat Specialist
Fire Marshal
Fire Dispatcher
Public Health Director/Officer
Environmental Health
Assistant Public Health Officer
Hospital Administrator
Epidemiologist
Infection Control
Public Health Laboratory
Medical Examiner/Coroner
Emergency Medical Services (EMS)/ Medical Services Chief
EMS Operations
EMS Dispatcher
Mental Health Services Specialist
Public Works Director
Assistant Public Works Director
Water Superintendent
Street Superintendent
Sewer Superintendent
Building and Safety Official
Electric Company Representative
Gas Company Representative
Water Dept. Representative
Telephone Company Representative
Public Works Dispatcher
Dept. of Transportation/Highways
Public/Mass Transportation
Airport Manager
City/County Planning Official
Finance Department
Parks and Recreation
Social Service Agency Case Officer
School Safety Officer
School Resource Officer
Housing Department Official
Private Industry
Local Emergency Planning Committee Member
National Guard Member
Information Center Specialist
Citizen Corps Member/Community Emergency Response Team
Volunteer Organization Active in Disaster personnel (e.g., Red Cross, Salvation Army, faith-based orgs.)
State/City/County Emergency Manager
Assistant Emergency Manager
State Emergency Management
EOC Operations Staff
Geographic Information System Technical Specialist

ATTACHMENT C
Core Capabilities by Mission Area*

PREVENTION	PROTECTION	MITIGATION	RESPONSE	RECOVERY
Planning				
Public Information and Warning				
Operational Coordination				
Forensics and Attribution Intelligence and Information Sharing Interdiction and Disruption Screening, Search, and Detection	Access Control and Identity Verification Cybersecurity Intelligence and Information Sharing Interdiction and Disruption Physical Protective Measure Risk Communication for Protection Programs and Activities Screening, Search, and Detection Supply Chain Integrity and Security	Community Resilence Long Term Vulnerability Reduction Risk and Disaster Resilence Assessment Threats and Hazard Identification	Critical Transportation Environmental Response/Health and Safety Fatality Management Services Infrastructure Systems Mass Care Services Mass Search and Rescue Operations On-Scene Security and Protection Operational Communications Public and Private Services and Resources Public Health and Medical Services Situational Assessment	Economic Recovery Health and Social Services Housing Infrastructure Systems Natural and Cultural Resources

** Planning, Public Information and Warning, and Operational Coordination are core capabilities common to all mission areas*

ATTACHMENT D

INTEGRATED EMERGENCY MANAGEMENT COURSE (IEMC)
PARTICIPANT INFORMATION

Congratulations on being selected to participate in a community-specific Integrated Emergency Management Course (IEMC) scheduled for **July 20-23, 2015**. Since 1982, the Emergency Management Institute's Integrated Emergency Management Branch has conducted city, county, regional, and state IEMCs. Please take a moment to read through the information below to help you prepare for your IEMC.

CAMPUS AND FACILITY
IEMCs are typically conducted at the National Emergency Training Center (NETC) in Emmitsburg, Maryland. The following information may help with planning for your attendance and travel to the Federal Emergency Management Agency's (FEMA's) NETC.

APPLICATIONS
Applications to attend this IEMC must be completed and submitted to the NETC Admissions Office 42 days (6 weeks) before the class start date. For each participant, obtain a FEMA Student Identification (SID) number by registering at https://cdp.dhs.gov/femasid. The General Admissions Application (FEMA Form 119-25-1) can be printed from the website: http://training.fema.gov/Apply/. Your IEMC Course Manager will send the application form to your jurisdiction's point of contact prior to the Pre-Course Analysis (PCA) visit.

TRAVEL
Do not make any travel arrangements until you have received your official **acceptance confirmation email** from the NETC Admissions Office. Your acceptance email will include the travel information for making your travel plans. If you do not use the airports listed in the email, transportation to the NETC campus is at your own expense. When making your travel plans, please ask for "group rates" with the cheapest fares on non-refundable tickets available. Please make sure the arrival time at the airport is one hour before the NETC shuttle bus departure times. Arrangements can be made to fly into the Washington area on the Saturday before your course begins as long as there is a substantial savings in airfare costs to the government. **If you do choose to travel on Saturday as opposed to Sunday, you must request approval from the NETC Admissions Specialist in writing prior to purchasing your airline ticket.** Your Course Manager will discuss travel options with your jurisdiction's point of contact prior to the PCA visit.

If your Travel Agent has any problems, please have them call the **NETC Admissions Office at 301-447-1035** for assistance. Your jurisdiction's designated Travel Coordinator must provide a list of the arrival airlines and arrival times at the Washington area airport(s) (i.e., Baltimore Washington International (BWI), Reagan National Airport (DCA), Dulles International Airport (IAD)) to the NETC Admissions Office or to your Course Manager.

REGISTRATION
Upon arrival at NETC, the Registration staff will give you a room key and other information about the NETC facility

Special Needs

LODGING: If you have any special allergies or medical disabilities that require special housing accommodation(s) while you are staying on the NETC campus, please advise the point of contact listed below. Your accommodation(s) must be specified in writing by your physician or medical attendant on their official stationery. The request, along with your physician's documentation, must be sent prior to arrival on campus to:

National Emergency Training Center
Attn: Admissions, Room I-216
16825 South Seton Avenue
Emmitsburg, MD 21727
FAX: 301- 447-1658

No special accommodations can be made without prior approval. *Please do not contact the Housing Office directly to request special accommodations.* While every attempt to accommodate your request for special housing will be made, specific dormitory rooms cannot be guaranteed.

MEALS: If you have special dietary needs, contact the cafeteria (Food Service) at 301-447-1551 prior to arrival on campus.

SECURITY: The NETC Security Office is responsible for providing emergency medical services at NETC. If you have special needs in the event of an emergency, please consider notifying Security at 301-447-1111 upon arrival to the campus.

REIMBURSEMENT FOR COSTS AND STUDENT STIPENDS

There are no tuition fees for students who attend the IEMC program. All instruction, books, and housing are provided at no cost. If you are eligible for stipend reimbursement, reimbursement for transportation costs is made by FEMA directly to students via direct deposit. The direct deposit must be deposited in an account bearing the student's name. You must provide a blank-voided check at registration. Participants are responsible for the cost of meals (approximately $110/week) while attending training.

Upon arrival at NETC, Registration staff will give students a Student Stipend Reimbursement form. A copy of each airline ticket bearing the student's name must be attached and submitted with the completed stipend form. Tickets must be a 21-day advance purchase, economy coach, non-refundable ticket in order to get reimbursed the cost of the ticket, or you may be limited to the state ceiling amount for reimbursement.

DRESS CODE

Weather at our training facility may be different than the temperatures at your home area, so be prepared to deal with changing weather conditions. If we are having colder weather, you may wish to bring a coat. Umbrellas are important, as we do have rain, and we do not have umbrellas to share. Casual dress and low-heeled shoes are appropriate; however, shorts, cutoffs, tank tops, and sweats are not permitted in the classrooms. *Uniformed department members are encouraged to bring a uniform to wear during the conduct of the major exercises.*

Federal Emergency Management Agency
Directives Management System

INSTRUCTION

FEMA

Number	Date	Organization
NETC 7900.1	January 6, 2004	FA

Administration of the Student Stipend Program

1. Purpose. This instruction has been designed to assist employees of the U.S. Fire Administration (USFA) with their responsibilities as delegated by the Emergency Management Institute (EMI) or National Fire Academy (NFA) Superintendent with regard to the administration of the student stipend program.

2. Applicability and Scope. This instruction is applicable to all USFA personnel who have responsibility associated with the receipt, approval, or processing of student stipend agreements or the administration of the student stipend program.

3. Supersession: NETC Instruction 7900.1, Administration of the Student Stipend Program, dated October 16, 2000.

4. Authorities:

a. Privacy Act of 1974 [Public Law (PL) 93-579], Title 5 United States Code (U.S.C.), Section 552a.

b. Federal Fire Prevention and Control Act of 1974 (PL 93-498), as amended, Title 15 U.S.C., Section 2206 (i) (1).

c. Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended, Title 42 U.S.C., Sections 5196 (f).

5. References:

a. FEMA Travel Instructions.

b. NETC Instruction 6000.5, Policy and Procedures for Admissions.

6. Policies: The following policies will apply to the administration of the Student Stipend Program. Any exceptions to these policies must be made in writing prior to the course start date.

a. Student stipends will only be paid for eligible students attending the following courses:

(1) Courses identified in the on-campus schedules of NFA and EMI.

(2) EMI and NFA courses scheduled at the Mount Weather Emergency Operations Center (MWEOC).

(3) EMI and NFA courses scheduled at the Noble Training Center (NTC).

(4) Courses listed in the Regional Delivery schedule of NFA.

(5) Select EMI off-campus courses.

(6) Official training activities authorized by the Superintendent of the appropriate institution.

b. Each student who is eligible to participate in the Student Stipend Program and who wishes to file a claim for reimbursement must complete a FEMA Form 75-3 with direct deposit information listed/attached. If the student's financial institution cannot accommodate direct deposit, the student must submit a letter from the financial institution stating that fact.

c. Students in NFA and EMI courses conducted at NETC receive direct reimbursement for airline, train or bus ticket costs; and no-cost ground transportation to and from the Washington Metropolitan area airports, train stations or bus depots (or in some instances, Harrisburg Airport). Lodging is provided at no cost.

(1) Reimbursement will consist of the cost of a 21-day pre-purchase, non-refundable ticket for round-trip transportation by common carrier (economy coach or lesser accommodations) or current Federal mileage allowance for privately owned vehicle, not to exceed (NTE) the State ceiling as shown in the student's acceptance package, whichever is less.

(2) If students travel on an electronic ticket they must submit the itinerary invoice with the actual amount shown ($0 balance) at registration. Consecutive or back-to-back courses (NETC, MWEOC or combination) will be treated as one course for this purpose. Students who submit a web-ticket must submit documentation of credit card payment.

(3) To avoid the perception of misuse of government funds, first-class, business class, and refundable airline tickets will not be reimbursed over the state ceiling unless approved in writing prior to the course start date.

(4) EMI students who are admitted to class from the wait list and do not have sufficient time to obtain a 21-day pre-purchase, non-refundable ticket will be excluded from this policy.

(5) NFA students who are admitted to class from the wait list and do not have sufficient time to obtain a 21-day pre-purchase, non-refundable ticket are limited to the state ceiling.

(6) If individuals car-pool in a privately owned or agency vehicle, only <u>one</u> driver is eligible to be reimbursed under the Student Stipend Program.

(7) Mileage for use of a State, county, special district or municipal vehicle is reimbursable only upon written request from the owning agency that such reimbursement is desired, **and must be submitted with the FEMA Form 75-3 at registration. Reimbursement will be made only to the driver of record.**

d. Students in NFA Regional Delivery courses receive reimbursement up to $100 for 1-week courses and up to $200 for 2-week courses.

e. Eligible students in EMI Regional Delivery courses receive reimbursement for travel and lodging. The EMI Superintendent or designee shall notify the Admissions Office of the reimbursement limitations set for each course.

f. Participants of EMI and NFA courses conducted at MWEOC receive direct reimbursement for airline, train or bus ticket costs; and no-cost ground transportation to and from Dulles Airport. If students arranged for MWEOC-provided ground transportation and their travel is delayed causing them to miss that transportation, they can call a local taxi company and be reimbursed up to $90. Original receipts must be submitted with the Student Stipend Agreement (FEMA Form 75-3) at time of stipend registration.

g. For classes 5 days or less in length, students have the option of traveling over a Saturday (1 day prior or 2 days following a class) to reduce airfare costs. Students may arrive on campus early, but they may not stay on campus following their courses. In order to take advantage of this option, the student must save a minimum of $250 off the cost of a round-trip 21-day pre-purchase, non-refundable, economy coach class airline ticket.

(1) Students are required to submit documentation showing actual savings.

(2) Lodging, transportation, and/or meal costs (not to exceed $90 if saving $250 or not to exceed $180 if saving $500) will be added to the student's stipend, provided original receipts are submitted.

(3) If the cost of POV mileage reimbursement (NTE the State ceiling) is $250 less than the documented airfare, lodging costs while enroute (up to $90 per student occupant) may be added to the student's stipend, provided original receipts are submitted.

h. If students are already on campus (NETC or MWEOC) attending an EMI or NFA course and are accepted into another course the next week, they may not be able to change their airline ticket without a penalty or to coincide with the no-cost transportation back to the airport at the end of the second class. In these instances, the student will either be reimbursed the cost of the change fee or up to $90 for lodging costs/transportation expenses.

i. For students traveling from Guam, Samoa, and Northern Marianas Islands (and in some cases, Alaska or Hawaii), lodging reimbursement while enroute, up to $90 each way, will be reimbursed, provided original receipts are submitted.

j. NETC students are responsible for the cost of ground transportation from their residences to their local airports and return, and participation in the NETC meal program. If students stay on campus, they are required to purchase meal tickets, which includes morning and afternoon breaks; students staying off campus are required to purchase break tickets only. Failure to purchase the appropriate ticket may result in removal from campus lodging, expulsion from the course, and denial of the student stipend. Also included in the student's share of the stipend program is the salary and benefit cost to the sponsoring organization of the student or any

replacement personnel necessitated by the student's absence from duty during the term of participation in a course.

k. MWEOC students are responsible for the cost of ground transportation from their residences to their local airports and return, and participation in the MWEOC meal program. Failure to purchase a meal ticket may result in removal from campus lodging, expulsion from the course, and denial of the student stipend. Also included in the student's share of the stipend program is the salary and benefit cost to the sponsoring organization of the student or any replacement personnel necessitated by the student's absence from duty during the term of participation in a course.

l. NTC students are responsible for the cost of ground transportation from their residences to their local airports and return, and participation in the NTC meal program. Failure to purchase a meal ticket may result in removal from campus lodging, expulsion from the course, and denial of the student stipend. Also included in the student's share of the stipend program is the salary and benefit cost to the sponsoring organization of the student or any replacement personnel necessitated by the student's absence from duty during the term of participation in a course.

m. Student stipends may be paid to individuals representing State or local governmental entities, recognized volunteer organizations or active fire or emergency management organizations who are attending EMI or NFA training activities in an official capacity. Stipends will not be paid to students representing the Federal Government, foreign countries, private sector, students who are employed by contractors to State and local government entities, or students who have no organizational affiliation.

(1) Exceptions may be made for individuals from private industry attending courses for the benefit of the Government and contract instructor trainees (CITs) participating in courses.

(2) A foreign student is anyone who is NOT a U.S. citizen, even if the student possesses a Social Security Number. However, if the foreign student is representing a qualified U.S. organization at the time of application, the student is eligible for stipend reimbursement.

n. NFA students are limited to one stipend reimbursement per fiscal year for resident courses, except for participation in pilot programs, train-the-trainer, CIT programs, or instructor in-service offerings. Training Resources and Data Exchange (TRADE) members attending the biannual TRADE Conference are included in the exception. The Superintendent or designee may waive this policy, in writing to the Admissions Office, in order to accommodate special training needs.

o. EMI students are limited to three stipend reimbursements per fiscal year. This restriction does not apply to students who are employees of State, local and Tribal offices of emergency services, or those enrolled in the Master Trainer Program. The Superintendent or designee may waive these restrictions, in writing to the Admissions office, in order to accommodate special training needs.

p. If a student fails a course and reapplies to either EMI or NFA and is accepted, no stipend will be paid for that course. Once the student successfully completes a course, the student will be eligible to receive a stipend for future courses.

q. If NFA or EMI cancels a course, the student may be rescheduled into another course. If that occurs and a change fee results, the change fee will be paid when the student comes in for the next course. If the student cannot be rescheduled, the student may submit a claim for the airline ticket and it will be paid.

r. If a student cancels within 30 days or less of the start date of the course, or fails to attend a course for which he/she is scheduled, that student will be prohibited from attending classes at NETC for 2 years, except in cases of emergency cancellation. Any cost incurred from the cancellations/no show (e.g., airline ticket, change fees) will be the student's responsibility.

7. Procedures. The following procedures will apply to the administration of the Student Stipend Program.

a. Eligible students must complete FEMA Form 75-3 (with copy of check for direct deposit information) and submit it at the time of registration, or the claim may be denied. Student Stipend Agreement (Amendment), FEMA Form 75-3a, must be used to claim additional reimbursement, **and must be received within 60 days from start date of the class, or the claim will be denied.**

b. For NFA Regional Delivery courses, eligible students must complete and submit FEMA Form 75-3 (with direct deposit information) to the course sponsor at the time of registration, or claim may be denied. Stipend reimbursement may be denied if FEMA Forms 75-3 and 75-3a, if appropriate, are not received by Admissions from the course sponsor within 60 days from start date of the class.

c. For other off-campus courses, stipend reimbursement may be denied if forms are not received within 30 days from start date of the class.

d. FEMA Forms 75-3 and 75-3a (with direct deposit information) will be promptly processed by Admissions staff. Students should receive payment into their checking/savings accounts (or by check if their financial institution cannot accommodate direct deposit, or if the student does not have an account that bears his name) within 6-8 weeks from the start date of their classes.

e. POVs must be registered for on-campus parking. The vehicle's registration card must be presented at the time of course registration to validate vehicle ownership. POV mileage will be based on the odometer reading for one-way travel, and may be subject to validation. Day students at NETC or MWEOC will be reimbursed for one round-trip ONLY.

f. If taking advantage of a Saturday stay over for classes that are 5 days or less in length, the student may request, in writing, one of the following options:

(1) The student may call the Housing and Transportation Office (301) 447-1048/1113 or (540) 542-2266 at MWEOC at least two weeks prior to the start of the course to determine if lodging or transportation is available. If lodging is available, a room wil be reserved at that time. Some classes start or end on Saturday, so transportation may be available at no cost. If not, the cost for taxi, limousine or rental car, up to a maximum of $90, may be reimbursed. **(If students car-pool in a rental car, all students claiming a portion of the reimbursement must**

have their names printed on the rental agreement.) Original receipts must be submitted at registration or filed with FEMA Form 75-3a within 60 days of the start date of the course, or reimbursement will be denied.

(2) If lodging is not available or the student wishes to stay in the Washington metro area, the student may use the regularly scheduled Sunday transportation to NETC or MWEOC. Students may not stay on campus following their courses. Lodging/meal costs (not to exceed $90 for one night if saving $250 and no more than $180 for two nights if saving over $500) are reimbursable. Students must make their own hotel reservations, and **must submit original receipts at registration. Students choosing this option still need to call the transportation office at least 1 week prior to the start of the course to confirm a reservation on the bus. Students who fail to call for transportation may be required to furnish their own transportation at their own cost.**

(3) Students may chose to stay over Friday and Saturday nights following a course by using the NETC or MWEOC Friday transportation and stay in the Washington metro area. Students may be reimbursed for lodging/transportation and/or meals (not to exceed $90 for one night if saving $250 and no more than $180 for two nights if saving over $500). Original receipts and FEMA Form 75-3a must be submitted.

(4) If the minimum savings of $250 is not realized, or any documentation or receipts are not valid, reimbursement for limousine, taxi, rental car, lodging, or meal costs may be denied.

(5) If students arrive on campus early or depart late, meals not included in their student meal tickets may be added to the meal ticket or paid for out of pocket.

g. If a class is cancelled, Admissions will notify the accepted student(s) by phone and follow up by fax, email or letter. If the class is not rescheduled, or the student cannot attend the rescheduled class and has already purchased an airline ticket, the student may be reimbursed for the ticket cost fee by submitting FEMA Form 75-3 with the original airline ticket to Admissions within 30 days of original start date of class.

h. If there is a Government furlough or shutdown, the following procedures will apply:

(1) If classes were in session and students are sent home, they may incur and be reimbursed for a penalty fee to change their airline departure times, or for an overnight stay over in the Washington or Atlanta metro area or other connecting cities to make flight connections. The student can claim reimbursement for the penalty fee and lodging costs (up to $90) by submitting FEMA Form 75-3a within 30 days of original start date of class. If the furlough or shutdown continues beyond 30 days from the original start date of the class, reimbursement will be processed as soon as possible after Government staff are back to work.

(2) If future classes are cancelled, and students already purchased airline tickets, they are eligible for a full reimbursement. If the class is rescheduled and the student can attend the rescheduled offering, the student may claim reimbursement for the penalty fee incurred for changing the ticket by submitting FEMA Form 75-3 within 30 days of notification of being rescheduled. If the class is not rescheduled, or the student cannot attend the rescheduled class offering, the student may claim reimbursement for the ticket by submitting FEMA Form 75-3

with the original ticket to Admissions within 30 days of notifying NETC that he/she cannot be rescheduled.

i. Before each fiscal year, Admissions will calculate the average student airfare from each state based on the past fiscal year's stipend information, and determine the state ceiling for the next fiscal year. That information will be included in the acceptance package to the students, as well as a sheet of 'Frequently Asked Questions.'

j. Admissions is responsible for communicating the policies and procedures in this instruction to all students.

//signed//
Ronald P. Face, Jr.
Director
NETC Management, Operations
and Support Services
U.S. Fire Administration

9 X

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF DONALDSON GARRETT & ASSOCIATES, INC. TO PERFORM PROFESSIONAL TOPOGRAPHIC SURVEY SERVICES ON 22.45 ACRES, BEING THE DURR'S LAKE PROPERTY, AT A COST OF $15,440 TO BE PAID FROM SPLOST FUNDS; AND FOR OTHER PURPOSES.

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 does hereby authorize and approve the selection of Donaldson Garrett & Associates, Inc. to perform a topography survey of 22.45 acres, being the Durr's Lake Property, at cost of $15,440 to be paid from SPLOST funds. A copy of the proposal is attached hereto.

BE IT FURTHER RESOLVED that the Mayor shall be authorized to execute the agreement with Donaldson Garrett & Associates, Inc. for said professional services, subject to review and approval of said agreement by the County Attorney as to form.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

S:\Law\RES MACON-BIBB\2014 Authorize and Approve the Selection of Donaldson Garrett & Associates for Topographic Survey at Durr's Lake.docx

Donaldson, Garrett & Associates, Inc.

October 1, 2014

Macon-Bibb County – Office of the Mayor
700 Poplar Street
Macon, GA 31201

Attention: Mr. Clay Murphey; Phone: 478-745-4945 Email: clay.murphey@cox.net

Re: Proposal – Topographic Survey Services: 22.54 Acres Old Durr's Lake Property; 3793 Log Cabin Drive; Macon, Bibb County, GA

Dear Mr. Murphey:

As requested, this is our proposal to perform a Topographic Survey of the above-referenced project. The subject property is comprised of approximately 22.54 acres, according to the Bibb County website, and a plat recorded in Plat Book 68, Page 39, and is located at 3793 Log Cabin Drive. (See attached pdf files).

We will show the perimeter property lines by locating existing property corners sufficient to orient the compiled property lines for the reference plat, but this proposal does not include performing a recordable Boundary Survey of the subject property. Horizontal Datum will be tied appropriately to the Georgia State Plane Coordinate System (NAD83). All work will be performed in accordance with the requirements of the State of Georgia and local governmental agencies, and will be provided in both hardcopy and electronic format for your use.

As discussed on September 30th, below is an itemization of methodology options and associated fees for same:

~~Topographic Survey on a 50' grid = $22,448.00~~

Topographic Survey on a 100' grid = **$15,440.00**

Note: We will show above-ground utilities, but this proposal does not include tracing or excavating to determine the existence of underground utilities within the project area. We will call for a UPC utility locate, but as the ticket will be a survey-design ticket, UPC may not trace and mark the utilities. This proposal also does not include locating individual trees within the project area. Also note, the vegetation on this property is extraordinarily thick. If the City-County could arrange to have the property cleared of underbrush, thereby negating the need to hand cut almost 3 miles of line, a substantial amount of time, and the associated fees for the survey effort, could be saved.

Post Office Box 7306, Macon, Georgia 31209-7306
4875 Riverside Drive, Macon, Georgia 31210-1117
Phone (478) 474-5350 Fax (478) 477-2534

Also attached is a copy of our Summary of Insurance Coverage, including $1,000,000 Professional Liability Insurance, and $4,000,000 Umbrella.

Please let me know if you have any questions or need any further information. As always, we very much appreciate the opportunity to offer this proposal, and look forward to working with you on this project.

Sincerely,
Donaldson, Garrett & Associates, Inc.

James P. Garrett, PLS
President

9 Y

SPONSOR: COMMISSIONER ELAINE LUCAS

COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ERECT A MEMORIAL SIGN IN HONOR OF REVEREND DOCTOR MARSHELL STENSON, JR. TO BE LOCATED ON HAYWOOD ROAD; AND FOR OTHER PURPOSES.

WHEREAS, the members of the St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commission to rename Haywood Road to Marshell Stenson, Jr. Drive in honor of their deceased pastor.

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County's policy for naming Macon-Bibb County owned streets, a public hearing was held and some of the residents located on Haywood Road objected to the name change; and

WHEREAS, rather than change the name of Haywood Road, it has been determined that it would be an appropriate compromise to erect a memorial sign in honor of Reverend Doctor Marshell Stenson, Jr., and place it on Haywood Road; and

WHEREAS, due to Reverend Doctor Marshell Stenson, Jr.'s contributions to the community, which are discussed in detail below, a memorial sign would be an appropriate and proper manner in which to honor his life; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., was born on May 3, 1936, the fifth of thirteen children born to Reverend and Mrs. Marshell Stenson. He grew up in Troup County, Georgia, graduating from Troup County High School with honors and later attended and earned a Bachelor of Arts degree from Clark College. He later attended and was earned a Bachelor and Master of Divinity Degree from Interdenominational Theological Center and went on to earn his Doctor of Divinity degree from Carver Bible College; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., devoted his life in service to the Lord, serving as Pastor of St. Luke Baptist Church in Macon, Georgia for more than 44 years, previously serving as Pastor of First Baptist Church in Macon, Georgia, and previously serving

as Pastor or Mt. Vernon Baptist Church in Newnan, Georgia, and serving as President of Bryant Theological Seminary in Fitzgerald, Georgia; and

WHEREAS, while serving in in that capacity, Reverend Doctor Marshell Stenson, Jr., became a chief ombudsman of the Civil Rights Movement, hosting Dr. Martin Luther King, Jr., and other civil rights workers as they moved through the Central Georgia area; and

WHEREAS, in the late 1960's, Reverend Doctor Marshell Stenson, Jr., served on the Georgia Council on Human Relations, was a member of the executive committee of the Bibb County Republican Party and helped organize the Alcoholics Rehabilitation Center in Macon, Georgia.

WHEREAS, in 1970, Reverend Doctor Marshell Stenson, Jr., headed "Operation Breadbasket", an effort to help poor African-Americans find better jobs; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., was the first African-American Chaplain at Grady Memorial Hospital in Atlanta, Georgia; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., served as a certified chaplain, marriage counselor and counselor for the mental health division alcoholic rehabilitation services having improved and saved the lives of countless individuals; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., worked to create equality within the Bibb County School System; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., was recognized as Pastor of the Year by the Georgia Informer and was honored as the first annual Martin Luther King, Jr. Drum Major for Justice in honor of his more than 50 years of service in the ministry by the National Baptist Convention, Inc.,; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., was inspirational to many through his high ideals, morals, deep concern for his fellow citizens, integrity, intelligence, fairness,

kindness, generosity, devotion, patience and understanding he demonstrated to his fellow man; and

WHEREAS, the above outstanding contributions and accomplishments of Reverend Doctor Marshell Stenson, Jr., constitute exceptional circumstances that justify erecting a memorial sign on Haywood Road which shall read as follows: "Rev. Marshell Stenson, Jr. Memorial Way", in honor of Reverend Doctor Marshell Stenson, Jr.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that a memorial sign which shall read as follows: "Rev. Marshell Stenson, Jr. Memorial Way". Said sign will be erected and placed on Haywood Road.

BE IT FURTHER RESOLVED AND ENACTED that the portion on Haywood Road from its intersection with Kitchens Road and ending at its intersection with Merriwood Drive is dedicated as the "Rev. Marshell Stenson Jr. Memorial Way".

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

9 Z

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WOMACK PAVING, INC. TO PERFORM PATCHWORK, REPAIR, AND RESURFACING OF VARIOUS STREETS AND ROADS IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has recently been awarded funds under the Local Maintenance Improvement Grant (hereinafter "LMIG") Program, which is a State allocated program funded by the State Motor Fuel Tax Collections that provides funding to local governments to be used for improving and maintaining public roads ; and

WHEREAS, LMIG requires the local government receiving funds to contribute a certain percentage of local funds in order to receive the grant; and

WHEREAS, the matching portion required from Macon-Bibb County has been calculated to be thirty percent (30%) of the funds being provided under LMIG; and

WHEREAS, the State of Georgia will provide one million four hundred fifty-eight thousand three hundred eighty-two dollars and twenty-nine cents ($1,458,382.29), while Macon-Bibb County will be responsible for providing a thirty percent (30%) match in the amount of four hundred thirty-seven thousand five hundred fourteen dollars and sixty-nine cents ($437,514.69); and

WHEREAS, the matching funds from Macon-Bibb County have been budgeted for and will be funded using SPLOST funds and said grant award has been previously approved by the Commission; and

WHEREAS, upon receiving the LMIG funds, a Request For Bid was issued by the Macon-Bibb County Procurement Department soliciting bids for patchwork, repair, and resurfacing work that qualifies as an appropriate use for LMIG funds; and

WHEREAS, the lowest qualified bid received by the Macon-Bibb County Procurement Department was from Womack Paving, Inc. located in Gray, Georgia; and

WHEREAS, the bid received was for the amount of nine hundred twenty-thousand dollars one hundred two dollars and eighty-four cents ($920,102.84); and

WHEREAS, a list of the streets that will be improved under this agreement have been attached hereto as Exhibit A; and

WHEREAS, the proposed agreement for the project has been attached hereto as Exhibit B; 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 with Womack Paving, Inc. to provide patchwork, repair, and resurfacing services for roads/streets located in Macon-Bibb County in substantially the same form as attached hereto as Exhibit B.

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

EXHIBIT A

LMIG Project List

2015 LMIG Project Report
Macon-Bibb

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Schedule
Alexandria Dr.	Rivoli Rd.	Rivoli Rd.	1.07	Patching, milling, leveling and Resurfacing 18' wide asphalt surface	$128,000	Schedule let date February 2015, work to start in April 2015
Idle Hour Dr.	Forsyth Rd.	Country Club Rd.	0.36	Patching, leveling and Resurfacing 20' wide asphalt surface	$45,000	Schedule let date February 2015, work to start in April 2015
Manchester Dr.	Canterbury Rd.	Williamson Rd.	0.2	Patching, leveling, and Resurfacing 31' wide asphalt surface	$36,000	Schedule let date February 2015, work to start in April 2015
Dreyfus Dr.	Longacre Dr.	Longacre Dr.	0.12	Patching, leveling and Resurfacing 26' wide asphalt surface	$20,000	Schedule let date February 2015, work to start in April 2015
Lambert Dr.	Bethesda Ave.	Cascade Ave.	0.12	Patching, leveling and Resurfacing 26' wide asphalt surface	$18,000	Schedule let date February 2015, work to start in April 2015
Lake St. & Terrace	Brookdale Ave.	Vineville Ave.	0.42	Patching, leveling, milling and Resurfacing 24' wide asphalt surface	$50,000	Schedule let date February 2015, work to start in April 2015
Red Oak Dr.	Clairmont Ave.	Clairmont Pl.	0.26	Patching, leveling and Resurfacing 22' wide asphalt surface	$20,000	Schedule let date February 2015, work to start in April 2015
Samuel Dr.	Andy Dr.	End of existing pavement	0.16	Patching, leveling and Resurfacing 12' wide asphalt surface	$6,000	Schedule let date February 2015, work to start in April 2015
Wallace Rd.	Jeffersonville Rd.	D.E.	0.15	Patching, leveling, and Resurfacing 20' wide asphalt surface	$10,000	Schedule let date February 2015, work to start in April 2015
Dorothy St.	Magnolia Dr.	Melton Rd.	0.25	Patching, leveling and Resurfacing 20' wide asphalt surface	$15,000	Schedule let date February 2015, work to start in April 2015
Woodside Dr.	Bloomfield Rd.	Pineforest Rd.	0.23	Patching, leveling and Resurfacing 26' wide asphalt surface	$50,000	Schedule let date February 2015, work to start in April 2015
Masseyville Rd.	Railroad Tracks	Kings Park Dr. N.	0.61	Patching, leveling, resurfacing of 22' wide asphalt surface and striping	$40,000	Schedule let date February 2015, work to start in April 2015

2015 LMIG Project Report
Macon-Bibb

Finneydale Dr.	Jeffersonville Rd.	Dead End	0.40	Patching, leveling and resurfacing of 20' wide asphalt surface	$24,000	Schedule let date February 2015, work to start in April 2015
Marjane Dr.	Zebulon Rd.	Forsyth Rd.	0.61	Patching, leveling, resurfacing of 20' wide asphalt surface and striping	$51,000	Schedule let date February 2015, work to start in April 2015
Brim Dr.	Hamrick Rd.	Hamrick Rd.	0.40	Patching, leveling and Resurfacing 20' wide asphalt surface	$24,000	Schedule let date February 2015, work to start in April 2015
Hamrick Rd.	Moseley Dixon Rd.	2100' Along Hamrick Rd.	0.40	Patching, leveling and Resurfacing 20' wide asphalt surface	$43,500	Schedule let date February 2015, work to start in April 2015
Zebulon Rd.	Kroger Fueling Station	Sonny Carter Elem. School Bus Exit	0.25	Sub-grade reconstruction to a depth of 36" for 13' wide asphalt surface and striping	$135,500	Schedule let date February 2015, work to start in April 2015
Chick-A-Dee Lane **(Additive Item)**	Goodall Mill Rd.	Dead End	0.28	Patching, leveling and Resurfacing 20' wide asphalt surface	$17,000	Schedule let date February 2015, work to start in April 2015
				The following is list of Streets which require Full Depth Reclamation		
Kentucky Downs Dr.	Bass Rd.	5000' along Kentucky Downs Dr.	0.95	Full Depth reclamation of 22' wide asphalt surface	$193,500	Schedule let date February 2015, work to start in April 2015
Wakefield Dr.	Northside Dr.	Cul-de-sac	0.23	Full Depth reclamation of 24' wide asphalt surface	$82,000	Schedule let date February 2015, work to start in April 2015
Wexford Court	Wakefield Dr.	Wakefield Dr.	0.04	Full Depth reclamation of 24' wide asphalt surface	$14,000	Schedule let date February 2015, work to start in April 2015
Waterford Dr.	Wakefield Dr.	Wakefield Dr.	0.04	Full Depth reclamation of 24' wide asphalt surface	$14,000	Schedule let date February 2015, work to start in April 2015

2015 LMIG Project Report
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Lennox Dr.	Clairmont Pl.	Dead End	0.25	Full Depth reclamation of 24' wide asphalt surface	$89,000	Schedule let date February 2015, work to start in April 2015
Misty Valley Court	Clairmont Pl.	Cul-de-sac	0.11	Full Depth reclamation of 24' wide asphalt surface	$55,500	Schedule let date February 2015, work to start in April 2015
Willowdale Dr.	Clairmont Pl.	Cul-de-sac	0.14	Full Depth reclamation of 24' wide asphalt surface	$66,000	Schedule let date February 2015, work to start in April 2015
Regina Dr.	Meadows Dr.	2916 Regina Dr.	0.63	Full Depth reclamation of 20' wide asphalt surface	$95,500	Schedule let date February 2015, work to start in April 2015
Kentucky Downs Dr. **(Additive Item)**	5000' along Kentucky Downs Dr.	Monroe County Line	0.61	Full Depth reclamation of 22' wide asphalt surface	$138,000	Schedule let date February 2015, work to start in April 2015
				The following is list of Conc. Streets in need of Repair.		
Anthony Rd.	Pio Nono Ave.	Felton Ave.		Saw cut, remove and replace 265.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$12,000	Schedule let date December 2014, work to start in April 2015
Birch St.	Montpelier Ave.	Lasseter Pl.		Saw cut, remove and replace 320.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$16,000	Schedule let date December 2014, work to start in April 2015
Boulevard	Grey Hwy.	Clinton Rd.		Saw cut, remove and replace 422.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$22,000	Schedule let date December 2014, work to start in April 2015
"C" St.	"A" St.	King St.		Saw cut, remove and replace 480.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$24,000	Schedule let date December 2014, work to start in April 2015
"D" St.	Ell St.	"A" St.		Saw cut, remove and replace 625.0 S.Y. of existing concrete with 6" thick	$32,000	Schedule let date December 2014, work to start in April 2015

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Macon-Bibb

				3000 psi concrete		
Knott St.	Ell St.	Jeff Davis St.		Saw cut, remove and replace 100.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$5,000	Schedule let date December 2014, work to start in April 2015
English Ave.	Pio Nono Ave.	Cleveland Ave.		Saw cut, remove and replace 307.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$16,000	Schedule let date December 2014, work to start in April 2015
Suwanee Ave.	Pio Nono Ave.	Inverness Ave.		Saw cut, remove and replace 132.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$7,000	Schedule let date December 2014, work to start in April 2015
Inverness Ave.	Suwanee Ave.	Napier Ave.		Saw cut, remove and replace 255.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$13,000	Schedule let date December 2014, work to start in April 2015
Hillcrest Ave.	Inverness Ave.	Pio Nono Ave.		Saw cut, remove and replace 680.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$34,000	Schedule let date December 2014, work to start in April 2015
Lasseter Pl.	Hendley St.	Pio Nono Ave.		Saw cut, remove and replace 730.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$37,000	Schedule let date December 2014, work to start in April 2015
Patterson Ave.	Hillcrest Ave.	Montpelier Ave.		Saw cut, remove and replace 350.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$18,000	Schedule let date December 2014, work to start in April 2015
Cabiness St.	Center St.	Womack St.		Saw cut, remove and replace 265.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$14,000	Schedule let date December 2014, work to start in April 2015
Claire Pl.	Ingleside Ave.	Vista Cir.		Saw cut, remove and replace 165.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$9,000	Schedule let date December 2014, work to start in April 2015

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Macon-Bibb

Hemlock St.	@ Spring St.	Intersection		Saw cut, remove and replace 150.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$8,000	Schedule let date December 2014, work to start in April 2015
Telfair St.	@ Hazel St.	Intersection		Saw cut, remove and replace 330.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$17,000	Schedule let date December 2014, work to start in April 2015
Delaware Ave.	Cleveland Ave.	D.E.		Saw cut, remove and replace 178.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$9,000	Schedule let date December 2014, work to start in April 2015
Madden Ave. **(Additive Item)**	Montpelier Ave.	Jasamine Ave.		Saw cut, remove and replace 56.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$3,000	Schedule let date December 2014, work to start in April 2015
Crescent Ave. **(Additive Item)**	Suwanee Ave.	Napier Ave.		Saw cut, remove and replace 430.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$22,000	Schedule let date December 2014, work to start in April 2015
Ninadel Ave. **(Additive Item)**	Montpelier Ave.	D.E.		Saw cut, remove and replace 490.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$25,000	Schedule let date December 2014, work to start in April 2015
Virginia Ave. **(Additive Item)**	Montpelier Ave.	D.E.		Saw cut, remove and replace 925.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$47,000	Schedule let date December 2014, work to start in April 2015
Emily Pl. **(Additive Item)**	Highpoint Dr.	Vista Cir.		Saw cut, remove and replace 387.0 S.Y. of existing concrete with 6" thick 3000 psi concrete	$20,000	Schedule let date December 2014, work to start in April 2015
				The following is list of Brick Streets in need of repair		
Orange Ter.	Park Place	New St.		Saw cut, remove and replace 1,075 S.Y. of existing brick pavement and	$190,000	Schedule let date December 2014, work to start in April 2015

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				replace with 6" thick 3000 psi stamped concrete		
High St.	Forsyth St.	High Pl.		Saw cut, remove and replace 313 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped Conc.	$55,000	Schedule let date December 2014, work to start in April 2015
Dures Lane	College St.	Orange St.		Saw cut, remove and replace 18 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped conc.	$3,500	Schedule let date December 2014, work to start in April 2015
High Pl.	High St.	High St.		Saw cut, remove and replace 123 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped conc.	$22,000	Schedule let date December 2014, work to start in April 2015
Orange St.	Forsyth St.	Washington Ave.		Saw cut, remove and replace 26 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped conc.	$5,000	Schedule let date December 2014, work to start in April 2015
Orange St.	Rose Park	Columbus St.		Saw cut, remove and replace 22 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped conc.	$4,000	Schedule let date December 2014, work to start in April 2015
Orange St. **(Additive Item)**	Georgia Ave.	Bond St.		Saw cut, remove and replace 66 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped conc.	$12,000	Schedule let date December 2014, work to start in April 2015
High St. **(Additive Item)**	New St.	Orange St.		Saw cut, remove and replace 52 S.Y. of existing brick pavement and replace with 6" thick 3000 psi stamped con.	$10,000	Schedule let date December 2014, work to start in April 2015
Total			**12.57**	**$2,192,000**		

EXHIBIT B

Proposed Agreement with

Womack Paving, Inc.

INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

Bid Number: 14-035-ND

"Patchwork, Repair, and Resurfacing"

This Independent Contractor Agreement (hereinafter "Agreement") is entered to this _____ day of _____, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter "County") and Womack Paving, Inc. a corporation based in Gray, Georgia (hereinafter "Independent Contractor"), collectively referred to as the "Parties", and individually may be referred to as "Party". In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services

During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit "A", (hereinafter "Services") which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor's proposal or bid dated August 28, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (hereinafter "RFP") issued by the County on August 8, 2014 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all information that was divulged to Independent Contractor during the mandatory pre-bid conference, which took place on August 19, 2014 at 780 Third Street, Macon, Georgia 31201 is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP information is inconsistent with the express provisions of this Agreement. In addition, all addendums to the RFP that were issued to Independent Contractor are hereby made a part of this Agreement and Independent Contractor agrees to all addendum terms except to the extent that the addendum information is inconsistent with the express provisions of this Agreement Furthermore, the RFP and bidding information submitted by Independent Contractor are hereby included in Exhibit "A-1" and are expressly made part of this Agreement and incorporated as such.

1.2 Method of Performing Services

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

1.3 Office Space and Support Staff

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

1.4 Control of County Employees

Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation

During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement.

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship

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

2.2 Withholding Taxes and Benefits

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

3. Warranties

3.1 Independent Contractor Warranties

Independent Contractor warrants that is has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Independent Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. Company Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace

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

4.2 Prohibition on Unlawful Discrimination and Harassment

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

5. Termination

5.1 Termination for default

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

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

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public

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

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

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

5.2 Termination for Convenience

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

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar nation overnight courier

service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:	**For Independent Contractor:**
Macon-Bibb County ATTN: Mayor's Office P.O. Box 247 Macon, GA 31201	Womack Paving, Inc. ATTN: President P.O. Box 483 Macon, Georgia 31032

7. **Indemnification, Insurance, Risk Management, Bonding**

7.1 Indemnification, hold harmless

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

7.2 Insurance Requirements

In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter the County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Independent Contractor, and any subcontractor used by the Independent Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Independent Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County's request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor's insurers showing

such coverage in effect and agreeing to give the County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance

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

7.4 Risk Management Requirement

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

8. Non-Exclusivity

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

9. Waiver

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

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. Force Majeure

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

12. **Applicable Law**

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

13. **Publicity**

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

14. **Time is of the Essence**

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

15. **Ownership**

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

16. **Certain Rules of Interpretation**

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

17. **Titles, Captions and Headings**

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

18. **Counterparts**

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

19. **Amendment**

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

20. **Exhibits**

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

21. **Severability**

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

22. **Entire Agreement**

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

23. **Disputes**

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

24. **Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

(1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in

compliance with the provisions of the contract;

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

(3) Cancellation of the public contract;

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

25. **Affirmative Action**

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

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

26. **Insurance Requirements**

(a) Commercial General Liability. Independent Contractor agrees to procure and maintain a Commercial General Liability Insurance Policy (hereinafter "CGL") GL covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an

occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000.00 per occurrence; and $2,000,000.00 general aggregate.

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

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

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

(e) Evidence of Insurance and General Terms. Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.

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

27. **Verifications and Compliance**

(a) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavit

attached hereto as Exhibit "B-1" shall be executed and adhered to by Independent Contractor.

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

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

On Behalf of Macon-Bibb County:

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

Attest: _____ _____
Shelia Thurmond, Clerk of Commission Date

On Behalf of Womack Paving, Inc.:

By: _____ _____
Signature of Independent Contractor Date

_____ _____
Printed Name of Independent Contractor Job Title of Signor

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

_____
Signature of Notary Public *(Notary Seal/Stamp)*

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1 regarding patchwork, repair, and resurfacing on various roads/streets located in Macon-Bibb County. Such services and work shall include all the required information included in Exhibit A of this document, which is attached hereto.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until satisfactorily completion of said project. Notice to proceed with said project will be issued within fourteen (14) calendar days of contract award. The performance period is one hundred twenty (120) calendar days. The contractor may choose to start work under the contract, perform a portion of work, and then, with the approval of the County, suspend work on the contract until weather conditions prove suitable in the Spring of 2015. The contract shall be restarted not later than April 1, 2015 if this option is chosen and be completed within the remaining number of days not previously used on the contract. Time calculation within each separated period of the contract shall run continuously and not be intermittent.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall be in the amount of **nine-hundred twenty thousand one hundred two dollars and eight-four cents ($920,102.84.00)** for the services and works provided to the County. Project must be completed within ninety (120) days of the Start Date, or as otherwise specified above. Once the Project has been completed to the standards contained in this agreement, Independent Contractor will submit an invoice to County, and payment will be rendered by County to Independent Contractor within thirty (30) days of said invoice being received by County.

For each day that Project is not completed after the one hundred twenty (120) day period has run, Independent Contractor will be subject to liquidated damages in the amount of one hundred dollars ($100.00) per additional day required.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new and OEM certified unless otherwise required or permitted by the Contract

Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition, Independent Contractor warrants that the Work will be performed in a timely manner and that law enforcement vehicles will be given top priority so that the downtime incurred for the vehicle is minimal.

On Behalf of Macon-Bibb County:

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

Attest: _____ _____
Shelia Thurmond, Clerk of Commission Date

On Behalf of Womack Paving, Inc.:

By: _____ _____
Signature of Independent Contractor Date

_____ _____
Printed Name of Independent Contractor Job Title of Signor

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

_____
Signature of Notary Public *(Notary Seal/Stamp)*

NEW BUSINESS

10 A

SPONSOR: COMMISSIONER WATKINS

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE ACQUISITION AND EXPENDITURE OF REVENUE BOND ALLOCATIONS IN THE AMOUNT OF $10,000,000.00 FOR THE PURPOSE OF VACANT LOT MAINTENANCE, BLIGHTED HOUSING DEMOLITION, AND OTHER INFRASTRUCTURE BEAUTIFICATION IN MACON-BIBB COUNTY IN THE EXPANDED AREAS OF THE 2014 URBAN REDEVELOPMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission previously approved a resolution authorizing further necessary investigation and action to secure revenue bond allocations for the purpose of housing demolition and other infrastructure beautification in the expanded areas of the 2014 urban redevelopment plan on August 19, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to authorize the Mayor to execute all necessary actions and documents in order to obtain $10,000,000.00 in Revenue Bonds and obtain the determination of the annual debt payment amount for each amount so that information may be provided to the Commission for final approval by the Macon-Bibb County Commission, so as to complete the demolition of houses, maintenance of vacant lots, and various other infrastructure beautification in the expanded areas of the 2014 Redevelopment Plan.

BE IT FURTHER RESOLVED, that all funds obtained shall be expended within a twenty-four (24) month period, demolishing a minimum of eight hundred structures.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

10 B

SPONSOR: ELAINE H. LUCAS
CO-SPONSOR: AL TILLMAN
CO-SPONSOR: VIRGIL WATKINS

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING THAT THE MACON-BIBB COUNTY FACILITIES MANAGEMENT DEPARTMENT REVIEW STREET LIGHTING AND SAFETY PRECAUTIONS CURRENTLY IN PLACE FOR INTERSECTIONS WHERE PEDISTRIAN ACCIDENTS HAVE OCCURRED AND OTHER HIGH VOLUME TRAFFIC AREAS; AND FOR OTHER PURPOSES.

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

WHEREAS, as such, the Commission wishes to have the Macon-Bibb County Facilities Management department review several high traffic intersections, as well as intersections where previous accidents have occurred, to evaluate the lighting and safety precautions that are currently in place; and

WHEREAS, specifically, the Commission wishes to have the Macon-Bibb County Facilities Management department inspect and review the following areas:

a) Intersection of Shurling Drive and Gray Highway
b) Intersection of the 1200 Block of Eisenhower Parkway
c) Intersection of Bloomfield Road and Virginia Drive
d) Intersection of Eisenhower Parkway and Anthony Terrace
e) Intersection of the 1400 Block of Gray Highway
f) Intersection of the 3900 Block of Pio Non Avenue
g) Intersection of Log Cabin Drive and Gadson Drive
h) Intersection of Forsyth Road and Highway 41
i) Intersection of Magnolia Drive in Fort Hill
j) Intersection of Gray Highway and Graham Road
k) Intersection of Riverside Drive and Spring Street
l) Intersection of Edna Place and Greenbriar Road
m) Intersection of Hawkinsville Road and Barnes Ferry Road
n) Intersection of the 2000 Block of Pio Nono Avenue
o) Intersection of the 3000 Block of Pio Nono Avenue
p) Intersection of the 3400 Block of Napier Avenue
q) Intersection of Eisenhower Parkway and Raley Road
r) Intersection of Jeffersonville Road and Irwinton Road
s) Intersection of Riverside Drive and Hudson Street

WHEREAS, in addition to the specified areas listed above, the Commission wishes to have a review of other high traffic intersection areas, which are to be compiled by the Macon-Bibb County Traffic Engineering Department, for additional inspection and review as well; and

WHEREAS, this resolution will benefit the citizens of Macon-Bibb County by increasing safety measures and providing a comprehensive review of high traffic pedestrian areas throughout Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Facilities Management Department is authorized to conduct a review of the above-referenced intersections, as well as additional high volume traffic areas as identified by the Macon-Bibb County Traffic Engineer Department, in order to inspect and review the areas for lighting and safety procedures currently in place.

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 upon review of the areas referenced above, the Macon-Bibb County Facilities Management Department shall provide a report to the Commission detailing the findings and recommending, if any, additional measures that can be taken by Macon-Bibb County to increase safety in the aforementioned areas.

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

10 C

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AMENDING THE DEPARTMENT OF BUSINESS AND DEVELOPMENT SERVICES ADMINSTRATIVE PROCEDURES FOR THE ENFORCEMENT OF THE GEORGIA STATE MINIMUM STANDARD CODES; AND 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 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

WHEREAS, Chapter 6, Sec.6.1(d) indicates the Macon-Bibb County Commission, by resolution, may amend the administrative procedures enforced in Macon-Bibb County, and all such amendments shall be printed and available to the public as an addendum; and

WHEREAS, the sole substantive change to the current administrative code is reflected in Section 102.12 Property Maintenance, with said change indicating the Maintenance Code shall apply to all properties rather than solely commercial properties; and

WHEREAS, as a result of consolidation, what was formerly designated as "The Department of Inspections and Fees" is now known as "The Department of Business and Development Services"; and

WHEREAS, the current procedures refer to the City of Macon and Bibb County and are in need of change to reflect the consolidated government; and

WHEREAS, the current Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes is in need of amending in order to reflect the proper department; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Department of Business and Development Services Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes, attached hereto and incorporated herein as Exhibit A is amended and adopted, and a copy of said procedures will be maintained on permanent file with the Department of Business and Development services where it will be available to the public.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

THE DEPARTMENT OF BUSINESS AND DEVELOPMENT SERVICES ADMINISTRATIVE PROCEDURES FOR THE ENFORCEMENT OF THE GEORGIA STATE MINIMUM STANDARD CODES

CHAPTER 1

ADMINISTRATION

Section 101: General

101.1 Title. The provisions of this Chapter and the following Chapters shall constitute and be known as "The Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes".

101.2 Purpose. The purpose of this Chapter is to provide for the administration and enforcement of the Georgia State Minimum Standards Codes. Wherever the word "code" is used in this chapter it shall mean the Georgia State Minimum Standard Codes.

101.3 Gender. A word importing the masculine gender only shall extend and be applied to females and to firms, partnerships, incorporations as well as to males or any other legal entity when applicable under federal or state law.

SECTION 102: Intent

102.1 Scope. The provisions of the technical codes shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

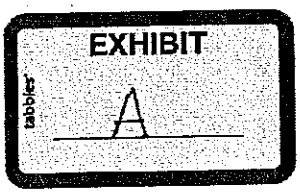
102.2 Code Remedial. The technical codes are hereby declared to be remedial and shall be construed to secure the beneficial interests and purposes thereof—which are public safety, health, and general welfare— through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment and provide safety to fire fighters and emergency responders during emergency operations.

102.3 Permitting and Inspection. The issuance of permits/affidavits or inspection of any building, structure, system, or plan by any authority, under the requirements of the technical codes, shall not be construed in any court as a warranty of the physical condition of such building, system, structure, or plan, or their adequacy. No authority, or any employee thereof shall be liable in tort for damages for any defective, or hazardous, illegal condition, or inadequacy in such building, system, structure, or plan, nr for any failure of any component of such, which may occur subsequent to such issuance of permits/ affidavits or inspection.

102.4 Building. The provisions of the International Building Code shall apply to the construction, alteration, repair, enlargement, replacement, equipment, use and occupancy, location, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) — not more than three stories above grade plane in height with a separate means of egress and their accessory structures— shall comply with the International Residential Code.

102.5. Electrical. The provisions of the National Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.



102.6 Gas. The provisions of the International Gas Code shall apply to the installation of consumers' gas piping, gas appliances, and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installations and operation of residential and commercial gas appliances and related accessories.

102.7 Mechanical. The provisions of the International Mechanical Code shall apply to the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

102.8 Plumbing. The provisions of the International Plumbing Code shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances and when connected to a water or sewerage system.

102.9 One and Two Family Dwellings. The provisions of the International Residential Code shall apply to the construction, alteration, repair, equipment, use, and occupancy of detached one and two family dwellings, one-family town houses, or any appurtenances connected or attached to such buildings and structures and to their accessory structures, except as amended by the Georgia Department of Community Affairs.

Exception: The Green Building Code may be used as an optional code as adopted and amended by the Georgia Department of Community Affairs.

102.10 Fire Prevention. The provisions of the International Fire Code shall apply to matters affecting or relating to structures, processes, and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices; from conditions hazardous to life, property, or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration, or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

102.11 Energy. The provisions of the International Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

102.12 Property Maintenance. The provisions of the International Property Maintenance Code shall apply to the maintenance of all properties, including buildings, electrical, gas, mechanical, plumbing, low voltage, and fire protection systems of buildings within Macon-Bibb County. All devices or safeguards required by the technical codes when constructed, altered, or repaired shall be maintained in good working order. The owner or their designated agent shall be responsible for the maintenance of premises, buildings, structures, electrical, gas, mechanical, plumbing, and fire protection systems.

Section 103: Applicability

103.1 General. Where, in any specific case, different sections of these codes specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

103.2 Other Laws. The provisions of the technical codes shall not be held to deprive any federal or state agency—or any applicable governing authority having jurisdiction—of any power or authority that had on the effective date of the adoption of this code or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

103.3 Appendices. To be enforceable, the appendices included in the technical codes must be referenced in the code text or specifically included in the adopting ordinance.

103.4 Referenced Codes Standards. Codes and standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portion of a code or standard is denoted by code text, only those portions of the code or standard shall be enforced. Where differences occur between provisions of

the technical codes and referenced codes and standards, the provisions of the codes shall apply. Permissive and advisory provisions in a standard shall not be construed as mandatory.

103.5 Partial Invalidity. In the event that any part or provision of the technical codes are held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts. See Section 117 severability.

Section 104: Existing Buildings

104.1General. Alterations, repairs, or rehabilitation work may be made to any existing building, structure, or system in accordance with Chapter 34 of the International Building Code, as amended by the Georgia Department of Community Affairs. Necessary permits and plan review shall be obtained as required by other sections of these regulations.

104.2 Change of Occupancy. If the occupancy classification of any existing building or structure is changed, the building, electrical, gas, mechanical, and plumbing systems shall be made to conform to the intent of the technical codes as required by the Building Official.

104.3 Special Historic Buildings. The provisions of the technical codes relating to the construction, alteration, repair, enlargement, and restoration of structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety, and welfare, regarding any proposed construction, alteration, repair, enlargement or restoration of said buildings.

104.4 Mobile Homes/Manufactured Homes. No Mobile Home or Manufactured Home as defined by the Official Code of Georgia Annotated (OCGA), Sections 8-2-131 and 8-2-160 shall be used for any purpose other than as a dwelling unit. The Building Official is authorized to allow other uses of such structures, provided modifications are made that will cause such modified structures to be in compliance with all laws, rules, regulations, and code provisions enforced by the department, which are applicable to the proposed use. Any and all modifications to such structure will cause and all previously affixed, implied, or otherwise stated seal of approval of such structures to be invalidated.

104.5 Legal Occupancy of Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Life Safety Code or the International Fire Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

104.6 Maintenance Existing multi-family dwellings and commercial properties buildings, electrical, gas, mechanical, plumbing, low voltage and fire protection systems shall be maintained in accordance with the International Property Maintenance Code. All devices and safeguards shall be maintained in good working order.

Section 105: Building Department

105.1 The Department Business and Development Services. The Department of Business and Development Services shall be responsible for the administration and enforcement of these administrative procedures, and the codes of Macon-Bibb County Georgia and other duties assigned by the governing authority. The Director of the department shall be known as the "Building Official."

105.2 Employee Qualifications

105.2.1 Building Official's Qualifications and Appointment. The Building Official shall be a graduate of a bona fide college or university and possess a degree in architecture, engineering, construction technology or other

related degree acceptable to the appointing authority. The Building Official shall have at least five (5) years experience as an architect, engineer, construction inspector, building contractor, superintendent of construction or any combination of these, three (3) years, which shall have been in a position of responsible charge. The Building Official shall possess or obtain, within eighteen (18) months of the date of employment as Building Official, certification as a Certified Building Official (CBO) by the Council of American Building Officials or International Code Council. Any equivalent combination of education and experience acceptable to the appointing authority shall satisfy the qualification requirements. The Building Official shall be appointed and approved by the governing authority and shall not be removed from such position except for good cause and in accordance with State law.

105.2.2 Opinion or Discretion of the Building Official. Whenever in the codes reference is made to the opinion or discretion of the Building Official, such reference shall be deemed to be a judgment and finding of fact after reasonable investigation.

105.2.3 Technical Staff Qualifications. The Building Official may hire such number of managers, inspectors, plans examiners, assistants, and other employees as authorized. The Department of Business and Development Services shall establish necessary qualifications, education, and experience necessary to carryout their job responsibilities. Field Inspectors, Plans Examiners, and Codes Inspection Manager position's shall possess or obtain within eighteen (18) months of the date of employment, appropriate certification administered through the certification program of the International Code Council. A person shall not be hired as inspector of construction, plans examiner or Codes Inspection Manager shall have at least 5 years experience as a contractor, engineer, architect, foreman, superintendent or competent mechanic in trade for which they are being hired or any equivalent combination of education and experience acceptable to the Building Official. The assistant director shall have the same qualifications as required for the director under section 105.2.1.

105.3 Authorized Representative of the Building Official. The Building Official may designate as his deputy an employee in the department, during his absence or disability, to exercise all the powers of the Building Official. If the Building Official is incapable of appointing a deputy-building official, the governing authority may so designate an individual to serve in his absence. Employees of the department, in the performance of the normal and usual responsibilities of the position for which they are employed, shall have powers as delegated by the building official to ensure the enforcement of the technical codes.

105.4 Restrictions on Employees. No employee of the department shall be financially interested in the furnishing of labor, maintenance of a building, structure, service system, or in the making of construction documents thereof, which is within the jurisdiction of the department, unless he or she is the owner of such. No employee shall engage in any other action, which is inconsistent or in conflict with his or her duties, or the interests and duties of the department.

Section 106: Powers and Duties of the Building Official

106.1 General. The Building Official is hereby authorized and directed to enforce the provisions of the technical codes. The Building Official shall have the authority to render interpretations of these codes and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of the technical codes. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes.

106.2 Applications and permits. The Building Official shall receive applications, review construction documents; shall issue permits for the erection, modification, alteration, and demolition of structures; shall inspect the premises for which such permits have been issued; and shall enforce compliance with the provisions of the technical codes.

106.3 Department Records. The Building Official shall keep or cause to be kept records of the business of the department. Those records so established by state statutory requirements as public records, subject to review and access by the public, shall be made available upon written request. Such request shall be subject to departmental procedures. (Refer to OCGA Title 50, Chapter 18, "Inspection of Public Records.")

106.4 Inspections. The Building Official or his designated agent shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

106.5 Liability. The Building Official, member of the Board of Appeals, or employee charged with the enforcement of the technical codes, while acting for the jurisdiction in good faith and without malice in the discharge of his duties as required by the codes or other pertinent laws or ordinances, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of the technical codes shall be defended by legal representative of the jurisdiction until the final termination of the proceedings.

106.6 Right of Entry. Where it is necessary to make an inspection to enforce any provision of the codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation that makes such building, structure, or premises unsafe, dangerous, or hazardous, the Building Official is authorized to enter such building, structure, or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by the technical codes; provided, that if such building or premises is occupied, that credentials be presented to the occupant and entry requested. If such building, structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner, or other persons having charge or control of the structure or premises, and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry. After obtaining a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care, or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly allow entry therein by the Building Official for any purpose of inspection and examination pursuant to this Code.

106.7 Stop Work Orders. Upon notice from the Building Official, work on any building, structure, electrical, low voltage, gas, mechanical, plumbing, or fire protection systems that is being done contrary to the provisions of the technical codes or the administrative procedures, or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or his designated agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work. Unlawful continuance of work, except as directed to remove the violation, shall be subject to penalties as prescribed by law.

106.8 Modifications to Existing Buildings. Wherever there are practical difficulties involved in carrying out the provisions of the technical codes, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of the technical codes impractical and the modification is in compliance with the intent and purpose of the technical codes and that such modification does not lessen health, accessibility, life and fire safety, fire resistance ratings, or structural requirements.

106.9 Alternative Materials, Design and Methods of Construction and Equipment. The provisions of the technical codes are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the technical codes, provided that any such alternative has been reviewed and approved by the Building Official. An alternative material, design, or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of the technical codes, and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed in the codes in quality, strength, effectiveness, fire resistance, durability, and safety. The Building Official shall require sufficient evidence or proof to be submitted to substantiate any claim made regarding the alternative.

106.10 Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in the technical codes, shall consist of valid research reports from approved sources.

106.11 Used Materials and Equipment. The use of used materials, which meet the requirements of the technical codes for new materials, will be permitted.

Section 107: Permits

107.1 Required. Any owner, authorized agent, contractor, or subcontractor who desires to construct, enlarge, alter, repair, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any building, electrical, gas, mechanical, plumbing, low voltage, or fire protection systems, the installation of which is regulated by the technical codes, or to cause any such work to be done, shall first make application to the department and obtain the required permit or affidavit for the work.

107.2 Work Exempt from Permits. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

107.3 Docks & Boathouses. The construction, reconstruction and repairs of boat docks and boathouses in the Lake Tobesofkee Recreation Area shall be as prescribed in Section 13-36 of this code.

Permits shall not be required for the following:

A. Building

1. Alterations or repairs to existing buildings or structures whose building permit valuation for the proposed work does not exceed two thousand dollars ($2,000.00), does not involve structural elements of a building, and only if approved by the Building Official or his agent.

2. Separate and independent accessory buildings or structures, which meet all of the following conditions, are not required to be permitted.
   (a) Limited to single story, detached, accessory structures.
   (b) Four hundred square feet (400 sq. ft.) or less of gross building area.
   (c) Not occupied by humans and not attached to any other building or structure.
   (d) Site approvals may be required by the department for compliance with applicable codes. Planning and Zoning approval is required for all accessory structures.

3. Exterior balconies, porches, or decks that do not exceed two hundred (200) square feet of gross floor area and are not more than thirty inches (30") above adjacent grade or finished floor level below such balcony, porch, or deck.

4. The construction, reconstruction, repair or maintenance of barns and other outbuildings not intended, and not in fact used for human habitation and located in agricultural areas of the county within areas zoned for agricultural uses by the Bibb County Planning and Zoning Commission are exempt from the requirements of permitting. Inspections may be required to ascertain that such buildings are not in fact for human habitation.

5. Roof repairs for maintenance purposes only, performed with like materials and with no replacement or installation of structural members and decking.

6. Ordinary minor repairs as prescribed by Section 107.5 of these procedures.

7. Signs and towers twenty-five (25) feet or less in height

8. Retaining walls not part of a structure, fences, swimming pools, and shade-cloth used for nursery or agricultural purposes, and swings and playground equipment.

B. Electrical

1. Temporary electrical power poles at construction sites and construction trailers with 200 amps service or less.

2. Servicing or repairing electrical appliances.

3. Ordinary minor repairs as stated in Section 107.5 of these procedures.

C. Plumbing

1. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by the technical codes.

2. Replacement of any part that does not alter the manufactures approvals or make it unsafe.

3. Ordinary minor repairs as stated in Section 107.5 of these procedures.

4. The stopping of leaks in drains, water, soil waste, or vent pipes provided, however, that any concealed trap, drain pipe, water, or soil is replaced with new materials is considered new work and a permit is required.

5. The clearing of stoppages or repairing of leaks in pipes, valves, or fixtures, provided such repairs do not require the replacement or rearrangement of valves, pipes, or fixtures.

6. Any plumbing system or gas piping system, or portion thereof, which is under the authority of the Macon-Bibb County Health Department or Macon Water Authority.

D. Mechanical

1. Any portable heating appliance.

2. Any portable ventilation equipment.

3. Any portable cooling unit.

4. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by the technical code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Any portable evaporative cooler.

7. Any self-contained refrigeration system containing 10 lb. (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. Ordinary minor repairs as determined by 107.5 of these procedures.

E. Gas

1. Any portable heating appliance.

2. Replacement of any part that does not alter its approval or make it unsafe.

107.3 Work Authorized by Permit. A General Contractors, Building, Electrical, Mechanical, Plumbing, Fire Protection, and Low Voltage Permit shall carry with it the right to alter, construct, or install the work as indicated on such permit and/or shown on construction documents filed in and approved by the department. No single permit can be applicable for work on more than one (1) building or structure. No permit shall authorize encroachment on any properties beyond the legally defined property lines/ boundary lines of the building site without appropriate legal documentation authorizing such encroachment being submitted to the Building Official by the owner or his authorized agent of both properties.

107.4 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the permitting department

107.5 Ordinary/Minor Repairs. Ordinary minor repairs may be made with the approval of the department without a permit, provided that such repairs shall not violate any of the provisions of the technical codes. Application or notice to the Building Official is not required for ordinary repairs to structures, replacement of lamps, or the connection of approved portable electrical equipment to approved, permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement, or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical, or other work affecting public health or general safety.

107.6 Public service agencies. A permit shall not be required for the installation, alteration, or repair of generator, transmission, distribution, or metering or other related equipment that is under the ownership and control of public service agencies by established right.

107.7 Application for Permit. Each application for a permit shall be submitted with the required fee, or shall otherwise follow payment procedures established by the department. The application shall be filed with the department on a form furnished for that purpose, containing an accurate and complete, general description of the proposed work, valuation, and property location where work is to take place. The application shall be signed by the owner, contractor, or his authorized agent and shall contain such other information as may be required by the Building Official.

107.8 Time Limitations. The permit shall become invalid unless the work authorized by such permit is commenced within six (6) months after issuance, or if such work is suspended or abandoned for a period of six (6) months after the work has commenced. One or more extensions or time periods of not more than 6 months or 180 days each may be allowed by the Building Official for the permit provided the extension is requested in writing and justifiable cause is demonstrated.

107.9 Validity of Permit. The issuance or granting of a permit or affidavit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the technical codes or of any other ordinance of the jurisdiction. Permits or affidavits presuming to give authority to violate or cancel the provisions of the technical codes or other ordinances of the jurisdiction shall not be valid. The issuance of a permit or affidavits based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data.

107.10 Suspensions or Revocation of Permits or Affidavits. The Building Official is authorized to suspend or revoke a permit or affidavit issued under the provisions of these procedures wherever the permit or affidavit was issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of the technical codes.

107.11 Prerequisites to Obtaining Permits.

Certificates of Appropriateness, Zoning Compliance, or No Zoning Required Forms issued by the Planning and Zoning Commission shall be required prior to issuing a permit on all General Contractor or Building Permits for new construction and alterations, additions, renovations, modifications, or demolition/wrecking of existing buildings or structures.

Permit applications for buildings or structures located or to be located on property not regulated by the Macon-Bibb County Planing and Zoning Commission shall have the appropriate authorization and the proposed work shall otherwise meet the requirements of these regulations prior to permitting the proposed work.

Contractors and sub-contractors shall be registered with the department prior to permits being issued. Registration with the department requires the applicable State Card issued through the Georgia State Construction Licensing Board or the State Fire Marshals Office and a current Occupational/Business License issued by a local jurisdiction within the State of Georgia

D. Applicants for permits to perform work regulated by the technical codes upon their own commercial property, and who are not doing contractual work, shall possess the appropriate State of Georgia Contractors License for work being performed.

E. Applicants for permits to perform work regulated by the technical codes may purchase the appropriate permits to perform work upon a one- and two-family dwelling in which the applicant resides or the work being preformed falls under "specialty contracting work" as defined by the Georgia State Contractors Licensing Board. The applicant shall perform the work permitted. The Building Official may revoke a permit if such individual demonstrates an inability to understand or comply with the technical codes.

F. Application for a permit to demolish/wreck a building or structure shall provide zoning, letter from the Macon Water Authority (MWA) stating that water has been disconnected, and where damage to Macon-Bibb County property may occur, applications for permits shall be accompanied by a Public Liability and Property Damage Policy or Certificate naming **Macon-Bibb County** as a payee beneficiary and stating that a minimum (15) day notice shall be provided by the insurer to the department prior to a cancellation of such policy or certificate. The insurance shall be a minimum amount of $500,000.00. The purpose of such insurance is to protect the property of Macon-Bibb County from damages from such work and to protect the county against any claims that might arise from injuries to life or property caused by such work. The certificate of insurance shall be filed with the department prior to the permit being issued or any work commencing. The Building Official may waive the requirements for insurance for any detached one- and two-family dwelling less then three stories in height or any commercial structure less than two stories in height when it is determined by the Building Official that such demolition does not constitute a hazard to life or property.

107.12 Conditional Permit. When an owner or his authorized agent of a building or structure on which work requiring permits as set forth in Section 107.1 of these procedures fails to obtain such permit prior to commencement of the work, and who has caused or allowed the building, structure, or work to be completed or substantially completed shall be required to obtain a Conditional Permit, subject to fees as established by the department. The owner/contractor is subject to penalties provided for in the Macon-Bibb County Code of Ordinances. Neither the issuance of the Conditional Building Permit, nor the payment of any fees or penalties, shall be construed as approval by the Building Official, or any employee of the department, of work already

performed and/or concealed. However, the Building Official is authorized to require the owner to demonstrate by acceptable means verification that any such work was performed and/or installed in accordance with the technical codes. The Conditional Building Permit will be issued for the purpose of documenting the existence of the building, structure, or work performed, and to authorize completion of the project subject to compliance with these procedures and the technical codes.

Section 108: Construction Documents

108.1 Submittal Documents. When required by the Building Official, three or more copies of specifications, and drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the Plan Submittal Application. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of the technical codes and relevant laws, ordinances, rules, and regulations, as adopted and enforced by the department. Where applicable, drawings, specifications, and accompanying data shall bear the name, signature, and seal of the person responsible for the design in accordance with OCGA Title 43, Chapters 4 & 15.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with the technical codes.

108.2 Design Professional. For the purpose of these regulations, a design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering. A design professional is required to affix his official signature and seal to drawings, specifications, and accompanying data for the following:

1. All assembly, educational, and institutional occupancies.
2. Buildings and structures three stories or more in height.
3. Buildings and structures 5,000 sq. ft. (465m^2) or more in total gross floor area of all floors.
4. All new structures, additions, or alterations having a construction value of $100,000.00 or more exclusive of land costs and site development outside building.
6. All new and existing structures defined in OCGA § 25-2-13(b).
7. Outdoor advertising signs, signs exceeding twenty-five feet, and communication towers.
8. All other buildings, structures, or systems as deemed necessary by the Building Official because of the complexity of the work proposed or for other reasons at the discretion of the Building Official.
9. Pre-engineered structures or systems.
10. Electrical engineer required to stamp and sign the following:
    a. Projects where electrical contract work exceeds $100,000.00.
    b. New electrical service equipment having a total rating exceeding 200 KVA.
    c. Electrical service exceeding 600 volts.

11. Structural elements being repaired or replaced.

    EXCEPTION: Single-family dwellings and their accessory use buildings may be exempt from the provisions of this section if it is determined by the Building Official that such documents are not required for full explanation and understanding of the structure and appurtenances of the dwelling.

108.3 Additional Data. The Building Official is authorized to require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations in addition to the requirements of section 108.2 of these procedures.

108.4 Structural and Fire Resistance Integrity. Plans for all building shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistant wall, floor, or partition is made for electrical, gas, mechanical, plumbing and communication conduits, pipes, and systems. Plans shall indicate in sufficient detail how the fire integrity will be maintained where required fire resistant floors intersect the exterior walls.

108.5 Site Drawings. Drawing shall show the location of the proposed building or structure and all existing buildings or structures on the site or lot and distances from lot lines drawn in accordance with an accurate boundary line survey. The Building Official may require a boundary line survey prepared by a licensed land surveyor. The Building Official is authorized to waive requirements for a site plan for interior alterations and repairs.

108.6 Hazardous Occupancies. The Building Official may require the following:

1. General Site Plan. A general site plan drawn at a legible scale that shall include, but not be limited to, the location of all buildings, type construction, and occupancy classification, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment, and adjacent property uses. The exterior storage areas shall be identified with a hazard classification(s) and the maximum quantities per class of hazardous materials stored.

2. Building Floor Plan. A building floor plan drawn to a legible scale that shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire-rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous material storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

108.7 Examination of Documents. The Building Official shall examine or cause to be examined each application for a permit and the accompanying construction documents. Three sets of construction documents (2 full size and one half size or digital/ electronic drawings), consisting of drawings, specification, computations, and additional data as required shall be submitted for review prior to permitting. One set of reviewed construction documents shall be retained in the department. The other set of reviewed construction documents shall be kept at the construction site and shall be open to inspection by the Building Official or his authorized representative.

108.8 Affidavits. The Building Official is authorized to accept a sworn affidavit from a registered architect or engineer currently registered in the State of Georgia. The affidavit shall state that the plans conform to all the technical codes and to the laws as to egress, type of construction, and general arrangement, and if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads, and stability. The Building Official is authorized to accept a sworn affidavit from a registered architect or engineer for required field inspections, provided copies of inspection

reports are submitted and approved by the department. Upon completion of the work covered by the affidavit, the design professional shall state that it was done in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of the technical codes and other pertinent laws or ordinances.

Section 109: Issuing Permits

109.1 Action of Permits. The Building Official is authorized to act upon an application for a permit without unreasonable or unnecessary delay. If the Building Official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes and other pertinent laws and ordinances, he shall issue or cause to be issued a permit(s) to the applicant.

109.2 Refusal to Issue Permit. If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, the Building Official shall not issue a permit but shall return the contract documents to the applicant, requiring the documents to be brought into compliance with the technical codes.

109.3 Special Foundation/Shell Permit. When application for a permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official is authorized, at his discretion, to issue a special permit for the foundation only. The holder of such a special permit will be proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted or that corrections will not be required in order to meet provisions of the technical codes. No work shall proceed beyond the coverage of the special permit without written approval of the Building Official. A shell permit may be issued under the same conditions as a foundation only permit. Approval for special permits does not negate the review of construction documents necessary to ensure code compliance for the proposed work.

109.4 Licensing of Contractors and Subcontractors. It shall be the duty of every contractor and subcontractor who shall make contracts for the installation or repairs of building, structure, low voltage, gas, plumbing, mechanical, electrical and fire protection systems—for which a permit is required— to comply with all applicable State of Georgia and local rules, regulations, and laws concerning licensing of such work.

109.5 Contractor's and Subcontractor's Responsibilities. It shall be the responsibility of the contractor or subcontractor to file copies of his current state license and local occupation tax license with the department. The Building Official is not required to issue permits without this verification.

109.6 Permit Intent. A permit shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of the technical codes.

109.7 Permits Issued on Basis of an Affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations to supervise such work. In addition, he shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and, upon completion, make and file with the Building Official a written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. (Refer to section 108.8)

Section 110: Permit Fees

110.1 Prescribed Fees. A permit shall not be issued until the fees prescribed in these procedures have been paid; any additional costs that are incurred due to changes in scope of work will require a new permit to be issued and fees paid covering the additional cost of the building, structure, electrical, low voltage, plumbing, mechanical, gas, or fire protection systems. This shall not preclude the department from establishing faxing/charging procedures for the issuing of electrical, mechanical, gas, plumbing, and low voltage permits as long as such procedures are approved by the Finance Department.

110.2 Work Commencing before Permit Issuance.

A. Any person, corporation, authorized agent, firm, or contractor commencing work on a building or structure for which a permit is required, without first obtaining such required permit, shall be deemed to be in violation of these procedures and subject to the provisions of the Violations and Penalties section of these procedures as follows:

B. If an owner or his agent or contractor commences work on a building or structure for which a construction permit is required by the technical codes, before an appropriate permit for such work has been issued by the department, or if the owner allows the same to be done, then the owner and/or his agents shall be liable to the following civil penalty:

1. If the work is being done by the owner or by an occupant of the property, the penalty shall be $100.00.
2. If the work is being done by a person, firm, or corporation representing himself or itself as a contractor, builder, or carpenter, the penalty shall be $500.00. The listing of such person, firm, or corporation in the telephone directory, advertising in print or telecommunications media, or other public representation that the person, firm, or corporation is a contractor, sub-contractor, or carpenter shall be considered prima facie evidence that such person, firm, or corporation is in fact a contractor, sub-contractor, builder, or carpenter. Payment of the penalty fees prescribed in these procedures shall not relieve any person, corporation, agent, or firm from fully complying with the requirements of the technical codes in the execution of the work or from any other penalties prescribed elsewhere in these procedures.

110.3 Accounting. The Building Official shall keep, or cause to be kept, accurate accounting of all permit fees and other monies collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.

110.4 Schedule of Permit Fees. On all new and existing buildings, structures, electrical, low voltage, plumbing, mechanical, gas, or fire protection systems or alterations, repairs, modifications, additions and demolition requiring a permit, a fee for each permit shall be as prescribed herein, which shall be paid at the time such permit is issued or as established elsewhere in these procedures. A minimum permit fee based on the average cost of an inspection and administrative cost and a minimum dollar /per thousand or major fraction shall be established by the department and reviewed annually. Fee schedule shall be maintained in the Department of Business and Development Services.

110.4.1 Fees shall be determined as follows:

A. **For all single trade permits** both new and existing with a minimum cost valuation of $8,000.00 or less shall be assessed the minimum permit fee as established by the department. For cost valuation greater than $8,000.00, the minimum permit fee shall be assessed on the first $8,000.00 plus the minimum dollar/per thousand or major fraction on the dollar valuations in excess of $8,000.00, except as otherwise modified by this section. Single trade cost valuations shall be based on the cost of all labor and materials including fixtures necessary for completion of work being permitted.

C. **Demolition/Wrecking of Building or Structure.** A sixty-day (60) permit shall be issued for a fee of $50.00 per building. Work must commence within six (6) months from the day of issuance, at such time the sixty-day (60) limitation shall begin. If the work covered under such permit is not completed and the site cleared, a new permit subject to the same fees shall be required to be purchased. Each parcel requires a separate permit; however, multiple buildings contained on a single parcel can be placed on a single permit issued for wrecking a structure. Each building being wrecked on a single parcel shall be assessed $50.00 per building.

Exception: The expiration of a demolition/wrecking permit, which has been issued as a result of an order or notice issued by the municipal court or the building/housing official, shall occur upon expiration of such order or notice, and subject to any extension of time granted by the same.

C. **Manufactured or Mobile Home.**
A permit fee of $50.00 shall be charged for a new set-up and decks for the structure plus established minimum permit fees per trade system (electrical, mechanical, plumbing, gas, and low voltage). Set-up covers the cost of the foundation, tie-downs, anchoring, steps, landings, ramp, and other items associated with the set-up of the unit excluding mechanical, electrical, plumbing, gas, and low voltage systems. Permit fees for additions or renovations shall be as established for one- and two-family dwellings.

D. **Industrialized Buildings.**
A permit fee of $100.00 shall be assessed for the set-up of the structure plus established minimum permit fees per trade (electrical, mechanical, plumbing, gas, low voltage, and fire protection). The $100.00 set-up covers the cost of the foundations, tie-downs, anchoring, steps, landings, ramps, and other items associated with the set-up of the unit excluding mechanical, electrical, plumbing, and fire protection systems permits.

E. **Signs, Towers, and Boat Docks.** A fee of $75.00 shall be assessed for the foundation, plus minimum established permit fee per trade included on the General Contractors Permit.

F. **New One- or Two-Family Dwelling and Additions.** The cost valuation of One- or Two-Family Dwellings and their accessory buildings shall be established as follows:

Cost valuations shall be based upon building valuation data published by the International Code Council and modified by the department for heated and unheated areas, which may be updated semi-annually or annually. The permit fee shall be as herein established. For cost valuations up to $8,000.00, the established minimum permit fee shall be assessed for the building trade plus a minimum permit fee for each trade indicated on a general contractor's permit. For cost valuation greater than $8,000.00, the minimum permit fees shall be paid on first $8,000.00 plus the minimum dollar/per thousand or major fraction for valuations in excess of $8,000.00 for the building trade plus an additional minimum permit fee shall be added to permit cost for each trade indicated on a general contractor's permit.

G. **For All New and Existing Buildings other than One-or Two-Family Dwellings,** the cost valuations shall be based upon the building valuation data published by the International Code Council, which may be updated semi-annually and annually. A permit issued for new buildings and existing building, additions, renovations, and alterations having a cost valuation up to $8,000.00 shall be assessed the minimum established permit fee. Buildings having a cost valuation greater than $8,000.00 shall be assessed the minimum established permit fee on the first $8,000.00 plus the established minimum dollar/per thousand or major fraction on the cost values exceeding $8,000.00.

H. **Plan Submittal/Review Fees** shall be paid at the time plans are submitted for review. The minimum fee shall be the same as established by OCGA § 25-2-4 for all occupancy classifications other than One- and Two-Family Dwellings. Additional Construction document

review fees as established by OCGA § 25-2-4 shall be accessed on those buildings exceeding 10,000 square feet of gross area at times are permitted or picked up.

Exceptions: One- and Two-Family Dwellings and Public Buildings exempted from Plan Review fees pursuant to OCGA § 25-2-18.

I. **Plan review fees** shall be established as the same as the minimum permit fee for each sign, tower, dock, fire alarm, and fire suppression system reviewed.

J. **Certificate of Occupancy fees** shall be paid at time permit is issued. This fee shall be the same as established by OCGA § 25-2-4 on all commercial buildings.

Exceptions: One- and Two-Family Dwellings and Public Buildings exempted from fees in OCGA § 25-2-18.

K. **Each board of appeal applications** shall be accompanied by $100.00 and is non-refundable.

110.4.2 Re-inspection Fee. The Building Official is authorized to charge the minimum established permit fee for each re-inspection issued to the permit/affidavit holder when the permit/ affidavit holder fails to have work completed and ready for requested inspection or fails to have such work readily accessible for proper inspections. A re-inspection fee may be charged after second inspection of violations previously sited and not corrected. Fee shall be paid prior to re-inspection.

110.4.3 Underestimated Building Permit Valuation. If, in the opinion of the Building Official, the valuation of building alteration, structure, electrical, low voltage, plumbing, mechanical, gas, or fire protection systems appears to be underestimated on the application for existing systems, the permit shall be denied unless the applicant can show detailed estimates subject to the approval of the Building Official. The Building Official shall set final permit valuation.

Refund of Permit Fee. Refunds will only be issued on permits that have had no inspections and only within six (6) months from date of issuance of the permit. Request for refund shall be in writing, stating cause for request and the posting permit. As well, the original permit receipt shall be attached to the refund request. The refund is at the discretion of the Building Official. No permit or permit fee is transferable. An administrative fee as established by the Department shall be accessed for each permit fee refunded.

Section 111: Inspections

111.1 General. Construction or work for which a permit or affidavit is required shall be subject to inspection by the Building Official, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit or affidavit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

111.2 Posting of Permit. The permit card of work that requires a permit shall be posted in a conspicuous place on the premises. The permit shall be protected from the weather and located in such a position as to permit the Building Official or representative to conveniently view information contained on the posting permit. This permit card shall remain posted until the Certificate of Occupancy or Letter of Completion has been issued by the Building Official.

111.3 Required Inspections. The Building Official, or his authorized representative, upon notification from the permit holder, affidavit holder and his agent, or the licensed person responsible for the work permitted shall make the following inspections and such other inspections as deemed necessary.

111.3.1 Building:

1. Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection.

2. Slab inspections before concrete is placed. This excludes slabs on grade that are not connected or considered part of a structure.

3. Framing inspection is to be made after the roof, all framing, fire-blocking, and bracing is in place, and rough-in wiring (electrical), plumbing pipes, chimneys, ducts, vents (mechanical), and fire protection systems are in place and prior to insulation being installed. Check envelope for penetrations prior to insulation being installed.

4. Wall insulation prior to being concealed.

5. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

6. Fire plaster when used for fire-rated protection shall be inspected after all lathing and backing is in place. Plaster shall not be applied until the Building Official or his designated agent has given approval

7. Final Inspections - To be made after the building is completed and ready for occupancy.

111.3.2 Fire Protection Systems:

1. Underground - After all piping, thrust blocks, and piping support systems are installed and ready for testing prior to any backfill being placed.

2. Fire Pump - Installed and ready for testing in accordance with NFPA 20.

3. Above Ground - After all above ground sprinkler system components are installed and left exposed for inspections. This inspection should occur during the same time that the required pressure test is being conducted.

4. Final – After all underground and aboveground sprinkler system components are in place, connected, and the system has been flushed and tested in accordance with applicable NFPA Standards. A materials and test certificate shall be submitted prior to a C.O. being issued for both the above and below ground systems as applicable.

111.3.3 Electrical:

1. Underground Inspection – To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Slab inspections after conduit and cabling has been installed and prior to concrete being placed.

3. Rough-In Inspection – To be made after the roof, framing, fire blocking, and bracing is in place and all wiring conduit and boxes are installed and prior to the installation of insulation of wall and ceiling membranes.

4. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

5. Final Inspection – To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

111.3.4 Low Voltage:

1. Rough-In after all wiring is placed and prior to concealment or insulation being installed.

2. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

3. Final – After all low voltage systems are complete, connected, and ready for testing.

111.3.5 Plumbing:

1. Underground and Slab Inspection – To be made after trenches or ditches are excavated and bedded, piping and drain waste systems are installed, and before any backfill is put in place.

2. Rough-In Inspection – To be made after the roof, framing, fire blocking, and bracing is in place and all sanitary, storm, waste, water distribution, and vent/water/fuel piping is complete and prior to the installation of insulation, wall, or ceiling membranes.

3. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

4. Final Inspection – To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

NOTE: Plumbing systems shall be tested in accordance with the applicable International Plumbing Code.

111.3.6 Mechanical:

1. Underground Inspection/Slab Inspections – To be made after trenches or ditches are excavated, underground duct, fuel piping and refrigerant piping installed, and before any backfill or concrete is put in place.

2. Rough-In Inspection – To be made after the roof, framing, fire blocking, and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of insulation, wall, or ceiling membranes.

3. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

4. Final Inspection – To be made after the mechanical systems, fixtures, and appliances are placed and properly connected and the structure is ready for occupancy.

111.3.7 Gas:

1. Rough Piping Inspection – To be made after all new piping has been installed and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. This shall include a pressure test.

2. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

3. Final Piping Inspection – To be made after all piping, gas appliances, and fixtures are placed and properly connected and tested, and the structure is ready for occupancy.

111.3.8 Inspection of Wiring Damaged by Fire:

1. No work shall be commenced on any electrical installation damaged by fire until a ruling is obtained from the Building Official or designated agent as to what part of the wiring must be replaced. All damaged wiring shall be removed if so directed by the Building Official or designated agent. Electrical service shall not be resumed in any building or structure damaged by fire without the approval of the Building Official or designated agent.

111.4 Inspection Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official or designated agent. The Building Official or designated agent, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit, affidavit holder or his designated agent wherein the same fails to comply with the technical codes. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official or designated agent.

111.5 Responsibilities of the Permit or Affidavit Holder. Strict adherence to the foregoing required inspections shall be the responsibility of the permit or affidavit holder. It shall also be the responsibility of the permit or affidavit holder or his duly authorized agent to request such inspections of the permitted work in a timely manner, allowing reasonable and adequate time for scheduling such inspections by the Building Official or designated agent. Further, it shall be the responsibility of the permit or affidavit holder to coordinate his permitted work and required inspections for such work with all other areas of work so that all required inspections shall be properly performed in accordance with Sections 111.3.1 through 111.3.8 of these procedures.

Section 112: Certificate of Occupancy

112.1 Building Occupancy. A new building or portion of a new building may not be occupied or a change made in the occupancy or use of an existing building or part of an existing building until the Building Official has issued a Certificate of Occupancy or a Letter of Completion as applicable. Said certificate or letter shall not be issued until all required building, electrical, low voltage, gas, mechanical, plumbing, and fire protection systems have

been inspected for compliance with the technical codes and all other applicable laws or ordinances enforced by the department.

112.2 Issuing Certificate of Occupancy for New Buildings or Structures. The Certificate of Occupancy shall state the occupancy classification, building address, type construction, occupant load, the code edition under which permit was issued, permit number, and project number where applicable.

112.3 Issuing Certificate of Occupancy or Letter of Completion on Existing Buildings. A Certificate of Occupancy or Letter of Completion maybe obtained by applying to the Building Official and supplying the information, data, drawings, and inspections of the premises to determine whether the building reasonably conforms to applicable technical codes, laws and ordinances enforced by the department.

112.4 Temporary/Partial Occupancy. A Temporary/Partial Certificate of Occupancy may be issued at the sole discretion of the Building Official for a portion or portions of a building, which may safely be occupied prior to final completion of the building.

112.5 Letter of Completion. Upon completion of any permitted work, the Building Official may, at his discretion, issue a Letter of Completion. Such letter shall clearly define and document the work that is accepted by the Building Official as complete and shall state any and all conditions of such acceptance. This letter does not grant authority to occupy or use building structure or portion of a building or structure unless so stated in the Letter of Completion.

112.6 Revocation. The Building Official is authorized to suspend or revoke a certificate of occupancy or Letter of Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of the technical codes.

Section 113: Service Utilities

113.1 Connection of Service Utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building or system, which is regulated by the technical codes for which a permit is required, until released by the Building Official or designated agent.

113.2 Temporary Connection. The Building Official or designated agent may authorize the temporary connection of the building or system to the utility source of energy, fuel, or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy.

113.3 Authority to Disconnect Service Utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by the technical codes, in case of emergency if necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing as soon as practical thereafter. No such disconnected service shall be resumed without approval of the Building Official or designated agent.

Section 114: Maintenance of Vacant and Boarded Structures

114.1 Vacant Structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

114.2 Definitions. The following words and terms shall, for the purposes of this section and as used elsewhere in this code, have the meanings shown herein.

1. "Building" means any structure including but not limited to any residential, commercial, industrial, educational or assembly structure approved for occupancy
2. "Vacant Building" means any structure or building that: 1) is unoccupied or occupied by unauthorized persons; and 2) is unsecured or boarded.

114.3 Enforcement and Remedies for Violation. A building that is boarded or vacant in violation of this section is a public nuisance. In addition to the provisions in this section the County is authorized to use the remedies set forth in Section 106 of this code, state law and the Macon-Bibb County Code of Ordinances. The remedies procedures and penalties provided by this section are cumulative to each other and to any others available under state law or other county ordinances.

114.4 Owner Responsibilities. No person shall allow a building designed for human use or occupancy to be unsecured unless the owner establishes by substantial evidence to the reasonable satisfaction of the code official one of the following applies.

114.4.1 Permits. The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.

114.4.2 Sale or Lease. The building meets all applicable codes, does not contribute to blight is ready for occupancy and is actively being offered for sale lease or rent.

114.4.3 Maintained. The building does not contribute to and is not likely to contribute to blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. Active maintenance and monitoring shall include:

1. Maintenance of landscaping and plant material in good condition.
2. Maintenance of the exterior of the building including but not limited to paint and finishes in good condition.
3. Prompt and regular removal of all exterior trash debris and graffiti.
4. Maintenance of the building in continuing compliance with all applicable codes and regulations.
5. Prevention of criminal activity on the premises including but not limited to use and sale of controlled substances, prostitution, criminal street gang activity, loitering, or trespassing.
6. All display windows shall be kept free of foreign substances except when necessary in the course of changing displays. No storage or materials, stock or inventory shall be permitted in window display areas or other areas ordinarily exposed to public view unless such areas are first screened from public view by drapes, by venetian blinds, or other rendering of the windows to make them opaque to the public view. All such screening of interiors shall be maintained in a clean and attractive manner and kept in a good state of repair.

114.4.4 Natural Disasters. If the building is vacant due to fire, flood, earthquake, or other form of natural disaster and the owner is actively pursuing assistance for demolition, rehabilitation, or restoration of the building and or premises from local state or federal assistance programs or from insurance agencies.

114.5 Reserved.

114.6 Reserved.

114.7 Standards for Boarding a Vacant Building. The boarding of a vacant building shall be as follows:

All openings which could allow trespassers, animals, or weather to enter the structure and cause damage shall be secured by the following materials and methods:

1. Use a minimum 1/2" CDX plywood or OSB recessed into the jamb opening from the exterior, over any existing glass.
2. Secured with minimum 2" long coarse thread galvanized wood screws with galvanized washers placed 8" to 10" on center around the perimeter of the board. At maximum 6" from corners.
3. Ventilation is to be provided at the top of each opening with a 3/8" to 1/2" holes drilled every 8" to 10" across the top of the board, 4" to 6" from the top edge of the board.
4. Weep holes to allow moisture out shall be made by cutting 1 1/2" long slots in the bottom of the board every 8" to 10" OR drilling a maximum 3/8" holes every 8" to 10", low enough from the bottom edge of the board to allow moisture to escape.
5. The exterior of the board shall be painted opaque (not transparent) flat black.
6. On at least one location in the front and at least one location in the rear of the structure, a NO TRESSPASSING sign shall be applied as per Sec. 114.8.1.

Optional methods or materials:

7. CDX plywood or OSB over 1/2" thick shall use 2 ½" coarse thread galvanized wood screws with galvanized washers and be recessed into the jamb opening from the exterior, over any existing glass.
8. Minimum 1/4" thick Plexiglas type material may be used and installed as described above.
9. Other options proposed by the property owner may be considered by the Code Official. Such options must be approved in writing by the Code Official prior to the beginning of the board-up of a structure.

NOTE: Many properties fall within the boundaries of the Central Business District or other Historic Overlay Districts and as a result must adhere to the Design and Preservation Guidelines and **require** a Certificate of Appropriateness from the Macon-Bibb County Planning & Zoning Commission. (Call 478- 751-7448 to inquire.)

114.7.1 Buildings Abated by Macon-Bibb County. If the County boards the vacant building, the building may be boarded in a manner which is determined to adequately prevent unauthorized entry or vandalism. All costs of boarding shall be recovered pursuant to the procedures in Section 108.2.

114.8 Notice Procedures for Vacant, Unsecured, or Boarded Buildings. Whenever the code official determines that a vacant, unsecured, or boarded building exists, a notice shall be sent to the owner or responsible party in accordance with Section 107 of the International Property Maintenance Code.

114.8.1 Trespass Notice. The code official may also require the owner of the property to post "No Trespassing" signs on the property and sign a letter with the Macon-Bibb County Sheriff's Office authorizing the department to enforce no trespassing on the premises.

114.9 Continuing Nuisance. When the owner of a boarded or vacant building fails to maintain the property in accordance with this section or when repeated violations of this section occur for the same property, the code official may seek other remedies as provided by this code, local ordinances or state law including but not limited to demolition of the structure.

114.10. Emergency Hazard Abatement. When any open building or structure constitutes such an imminent threat to life limb or property such that it must be secured closed or barricaded and compliance with other provisions of this Code becomes infeasible as determined by the code official, the code official may summarily secure, close, or barricade the building without prior notice to the property owner. All costs of boarding shall be recovered pursuant to the procedures in Section 108.2 of the International Property Maintenance Code or by other means available to the jurisdiction.

Section 115: Tests

The Building Official is authorized to require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

Section 116: Board of Appeals

116.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical and property maintenance codes, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the governing body and shall hold office until such time as a member resigns or retires. The board shall from time to time review and amend the adopted rules of procedures established for conducting its business.

116.2 Appointment. The Board of Appeals shall consist of nine (9) members. The board members shall be made up of three (3) architects, three (3) engineers, with one (1) being a structural engineer, one (1) a fire protection engineer, and one (1) engineer being either an electrical, mechanical or plumbing engineer, one (1) commercial contractor, one (1) residential contractor, and one (1) member at large from the building industry. The members of the board of appeals shall elect a chair and co-chair from the nine members of the board.

116.3 Qualifications. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and building components and are not employees of Macon-Bibb County.

116.3.1 Quorums. A quorum for all appeal hearings shall consist of five (5) members of the Board of Appeals, and no appeal shall be heard in the absence of a quorum.

116.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of the codes or the rules legally adopted herein has been incorrectly interpreted, and/or the provisions of the technical codes would do manifest injustice and would be contrary to the spirit and purpose of the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist, which are peculiar to the building structure or building components involved and are not applicable to other buildings, structures, or their building components;
2. That the special conditions and circumstances do not result from the action or inaction of the applicant;
3. The granting of the appeal requested will not confer on the applicant any special privileges that is denied by the codes on other buildings, structures, or building components;
4. The appeal granted is the minimum that will make possible the reasonable use of the building, structure or its building components; and
5. That the granting of the appeal is in harmony with the general intent and purpose of the technical codes and will not endanger the public health, safety, and welfare.

The board shall have no authority to waive requirements of the technical codes.

116.5 Decisions of the Board. The Board of Appeals shall in every case reach a decision without unreasonable or unnecessary delay. Each decision of the board shall include the reasons for the decision. If the decision reverses or modifies a refusal of the Building Official, the Building Official shall immediately take action in accordance with the board's decision. Every decision shall be promptly filed in writing with the department and shall be open to public inspection. A copy of the decision shall be sent by certified mail to the appellant. Every decision of the board shall be final, subject, however, to the rights of the appellant as established by law.

116.6 Conditions of the Appeal. In granting the appeal, the board may prescribe a reasonable time limit within which the action taken by the board shall commence or be completed or both. In addition, the board may prescribe

appropriate conditions and safeguards necessary to confirm with the technical codes. Violations of the conditions of the appeal shall be deemed a violation of the technical codes and these procedures.

116.7 Filing an Appeal Application. Appeal applications shall contain the following information:

1. Identification of the building or structure by street address;
2. A statement identifying the legal interest of each appellant;
3. A statement identifying the specific order or section being appealed;
4. A statement detailing the specific section of the technical codes being appealed;
5. A statement detailing the issues on which the appellant desires to be heard and persons presenting the appeal; and
6. A fee as established by the department shall be sent with appeal application

116.8 Unsafe or Dangerous Building. In the case of a building, structure, or its building components, which in the opinion of the Building Official is unsafe, unsanitary, or dangerous, the time for the board to hear an appeal may be shortened.

Section 117: Violations and Penalties

117.1 General. Any person, firm, corporation, or agent, who shall violate a provision of the technical codes or the Administrative Procedures or fail to comply therewith, or with any requirements thereof, or who shall erect, construct, alter, install, or demolish any structure, electrical, low voltage, gas, mechanical, plumbing, or fire protection systems or has erected, constructed, altered, repaired or demolished a building structure, electrical, low voltage, gas mechanical, plumbing, or fire protection system in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Upon notice of said violation and failure to correct any such violation, such violator shall be punished within the limits and as provided in Chapter 1, General Penalty, Section 1-6 of the Code of Macon-Bibb County Georgia.

Section 118: SEVERABILITY

Each section, subsection, paragraph, subparagraph, sentence, clause, or phrase of the technical codes or the Administrative Procedures is hereby declared to be severable and independent. If any court of competent jurisdiction declares any portion of the technical codes or the Administrative Procedures invalid or unconstitutional, such declaration shall not affect the validity of the remaining portions of the technical codes or the Administrative Procedures.

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AMENDING THE DEPARTMENT OF BUSINESS AND DEVELOPMENT SERVICES ADMINSTRATIVE PROCEDURES FOR THE ENFORCEMENT OF THE GEORGIA STATE MINIMUM STANDARD CODES; AND 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 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

WHEREAS, Chapter 6, Sec.6.1(d) indicates the Macon-Bibb County Commission, by resolution, may amend the administrative procedures enforced in Macon-Bibb County, and all such amendments shall be printed and available to the public as an addendum; and

WHEREAS, the sole substantive change to the current administrative code is reflected in Section 102.12 Property Maintenance, with said change indicating the Maintenance Code shall apply to all properties rather than solely commercial properties; and

WHEREAS, as a result of consolidation, what was formerly designated as "The Department of Inspections and Fees" is now known as "The Department of Business and Development Services"; and

WHEREAS, the current procedures refer to the City of Macon and Bibb County and are in need of change to reflect the consolidated government; and

WHEREAS, the current Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes is in need of amending in order to reflect the proper department; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Department of Business and Development Services Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes, attached hereto and incorporated herein as Exhibit A is amended and adopted, and a copy of said procedures will be maintained on permanent file with the Department of Business and Development services where it will be available to the public.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A. B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

THE DEPARTMENT OF BUSINESS AND DEVELOPMENT SERVICES ADMINISTRATIVE PROCEDURES FOR THE ENFORCEMENT OF THE GEORGIA STATE MINIMUM STANDARD CODES

CHAPTER 1

ADMINISTRATION

Section 101: General

101.1 Title. The provisions of this Chapter and the following Chapters shall constitute and be known as "The Administrative Procedures for the Enforcement of the Georgia State Minimum Standard Codes".

101.2 Purpose. The purpose of this Chapter is to provide for the administration and enforcement of the Georgia State Minimum Standards Codes. Wherever the word "code" is used in this chapter it shall mean the Georgia State Minimum Standard Codes.

101.3 Gender. A word importing the masculine gender only shall extend and be applied to females and to firms, partnerships, incorporations as well as to males or any other legal entity when applicable under federal or state law.

SECTION 102: Intent

102.1 Scope. The provisions of the technical codes shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

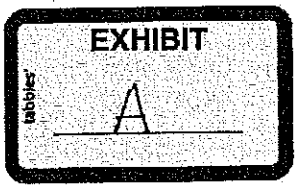
102.2 Code Remedial. The technical codes are hereby declared to be remedial and shall be construed to secure the beneficial interests and purposes thereof—which are public safety, health, and general welfare— through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment and provide safety to fire fighters and emergency responders during emergency operations.

102.3 Permitting and Inspection. The issuance of permits/affidavits or inspection of any building, structure, system, or plan by any authority, under the requirements of the technical codes, shall not be construed in any court as a warranty of the physical condition of such building, system, structure, or plan, or their adequacy. No authority, or any employee thereof shall be liable in tort for damages for any defective, or hazardous, illegal condition, or inadequacy in such building, system, structure, or plan, nr for any failure of any component of such, which may occur subsequent to such issuance of permits/ affidavits or inspection.

102.4 Building. The provisions of the International Building Code shall apply to the construction, alteration, repair, enlargement, replacement, equipment, use and occupancy, location, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) — not more than three stories above grade plane in height with a separate means of egress and their accessory structures— shall comply with the International Residential Code.

102.5. Electrical. The provisions of the National Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.



102.6 Gas. The provisions of the International Gas Code shall apply to the installation of consumers' gas piping, gas appliances, and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installations and operation of residential and commercial gas appliances and related accessories.

102.7 Mechanical. The provisions of the International Mechanical Code shall apply to the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

102.8 Plumbing. The provisions of the International Plumbing Code shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances and when connected to a water or sewerage system.

102.9 One and Two Family Dwellings. The provisions of the International Residential Code shall apply to the construction, alteration, repair, equipment, use, and occupancy of detached one and two family dwellings, one-family town houses, or any appurtenances connected or attached to such buildings and structures and to their accessory structures, except as amended by the Georgia Department of Community Affairs.

Exception: The Green Building Code may be used as an optional code as adopted and amended by the Georgia Department of Community Affairs.

102.10 Fire Prevention. The provisions of the International Fire Code shall apply to matters affecting or relating to structures, processes, and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices; from conditions hazardous to life, property, or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration, or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

102.11 Energy. The provisions of the International Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

102.12 Property Maintenance. The provisions of the International Property Maintenance Code shall apply to the maintenance of all properties, including buildings, electrical, gas, mechanical, plumbing, low voltage, and fire protection systems of buildings within Macon-Bibb County. All devices or safeguards required by the technical codes when constructed, altered, or repaired shall be maintained in good working order. The owner or their designated agent shall be responsible for the maintenance of premises, buildings, structures, electrical, gas, mechanical, plumbing, and fire protection systems.

Section 103: Applicability

103.1 General. Where, in any specific case, different sections of these codes specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

103.2 Other Laws. The provisions of the technical codes shall not be held to deprive any federal or state agency—or any applicable governing authority having jurisdiction—of any power or authority that had on the effective date of the adoption of this code or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

103.3 Appendices. To be enforceable, the appendices included in the technical codes must be referenced in the code text or specifically included in the adopting ordinance.

103.4 Referenced Codes Standards. Codes and standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portion of a code or standard is denoted by code text, only those portions of the code or standard shall be enforced. Where differences occur between provisions of

the technical codes and referenced codes and standards, the provisions of the codes shall apply. Permissive and advisory provisions in a standard shall not be construed as mandatory.

103.5 Partial Invalidity. In the event that any part or provision of the technical codes are held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts. See Section 117 severability.

Section 104: Existing Buildings

104.1General. Alterations, repairs, or rehabilitation work may be made to any existing building, structure, or system in accordance with Chapter 34 of the International Building Code, as amended by the Georgia Department of Community Affairs. Necessary permits and plan review shall be obtained as required by other sections of these regulations.

104.2 Change of Occupancy. If the occupancy classification of any existing building or structure is changed, the building, electrical, gas, mechanical, and plumbing systems shall be made to conform to the intent of the technical codes as required by the Building Official.

104.3 Special Historic Buildings. The provisions of the technical codes relating to the construction, alteration, repair, enlargement, and restoration of structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety, and welfare, regarding any proposed construction, alteration, repair, enlargement or restoration of said buildings.

104.4 Mobile Homes/Manufactured Homes. No Mobile Home or Manufactured Home as defined by the Official Code of Georgia Annotated (OCGA), Sections 8-2-131 and 8-2-160 shall be used for any purpose other than as a dwelling unit. The Building Official is authorized to allow other uses of such structures, provided modifications are made that will cause such modified structures to be in compliance with all laws, rules, regulations, and code provisions enforced by the department, which are applicable to the proposed use. Any and all modifications to such structure will cause and all previously affixed, implied, or otherwise stated seal of approval of such structures to be invalidated.

104.5 Legal Occupancy of Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Life Safety Code or the International Fire Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

104.6 Maintenance Existing multi-family dwellings and commercial properties buildings, electrical, gas, mechanical, plumbing, low voltage and fire protection systems shall be maintained in accordance with the International Property Maintenance Code. All devices and safeguards shall be maintained in good working order.

Section 105: Building Department

105.1 The Department Business and Development Services. The Department of Business and Development Services shall be responsible for the administration and enforcement of these administrative procedures, and the codes of Macon-Bibb County Georgia and other duties assigned by the governing authority. The Director of the department shall be known as the "Building Official."

105.2 Employee Qualifications

105.2.1 Building Official's Qualifications and Appointment. The Building Official shall be a graduate of a bona fide college or university and possess a degree in architecture, engineering, construction technology or other

related degree acceptable to the appointing authority. The Building Official shall have at least five (5) years experience as an architect, engineer, construction inspector, building contractor, superintendent of construction or any combination of these, three (3) years, which shall have been in a position of responsible charge. The Building Official shall possess or obtain, within eighteen (18) months of the date of employment as Building Official, certification as a Certified Building Official (CBO) by the Council of American Building Officials or International Code Council. Any equivalent combination of education and experience acceptable to the appointing authority shall satisfy the qualification requirements. The Building Official shall be appointed and approved by the governing authority and shall not be removed from such position except for good cause and in accordance with State law.

105.2.2 Opinion or Discretion of the Building Official. Whenever in the codes reference is made to the opinion or discretion of the Building Official, such reference shall be deemed to be a judgment and finding of fact after reasonable investigation.

105.2.3 Technical Staff Qualifications. The Building Official may hire such number of managers, inspectors, plans examiners, assistants, and other employees as authorized. The Department of Business and Development Services shall establish necessary qualifications, education, and experience necessary to carryout their job responsibilities. Field Inspectors, Plans Examiners, and Codes Inspection Manager position's shall possess or obtain within eighteen (18) months of the date of employment, appropriate certification administered through the certification program of the International Code Council. A person shall not be hired as inspector of construction, plans examiner or Codes Inspection Manager shall have at least 5 years experience as a contractor, engineer, architect, foreman, superintendent or competent mechanic in trade for which they are being hired or any equivalent combination of education and experience acceptable to the Building Official. The assistant director shall have the same qualifications as required for the director under section 105.2.1.

105.3 Authorized Representative of the Building Official. The Building Official may designate as his deputy an employee in the department, during his absence or disability, to exercise all the powers of the Building Official. If the Building Official is incapable of appointing a deputy-building official, the governing authority may so designate an individual to serve in his absence. Employees of the department, in the performance of the normal and usual responsibilities of the position for which they are employed, shall have powers as delegated by the building official to ensure the enforcement of the technical codes.

105.4 Restrictions on Employees. No employee of the department shall be financially interested in the furnishing of labor, maintenance of a building, structure, service system, or in the making of construction documents thereof, which is within the jurisdiction of the department, unless he or she is the owner of such. No employee shall engage in any other action, which is inconsistent or in conflict with his or her duties, or the interests and duties of the department.

Section 106: Powers and Duties of the Building Official

106.1 General. The Building Official is hereby authorized and directed to enforce the provisions of the technical codes. The Building Official shall have the authority to render interpretations of these codes and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of the technical codes. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the technical codes.

106.2 Applications and permits. The Building Official shall receive applications, review construction documents; shall issue permits for the erection, modification, alteration, and demolition of structures; shall inspect the premises for which such permits have been issued; and shall enforce compliance with the provisions of the technical codes.

106.3 Department Records. The Building Official shall keep or cause to be kept records of the business of the department. Those records so established by state statutory requirements as public records, subject to review and access by the public, shall be made available upon written request. Such request shall be subject to departmental procedures. (Refer to OCGA Title 50, Chapter 18, "Inspection of Public Records.")

106.4 Inspections. The Building Official or his designated agent shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

106.5 Liability. The Building Official, member of the Board of Appeals, or employee charged with the enforcement of the technical codes, while acting for the jurisdiction in good faith and without malice in the discharge of his duties as required by the codes or other pertinent laws or ordinances, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of the technical codes shall be defended by legal representative of the jurisdiction until the final termination of the proceedings.

106.6 Right of Entry. Where it is necessary to make an inspection to enforce any provision of the codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation that makes such building, structure, or premises unsafe, dangerous, or hazardous, the Building Official is authorized to enter such building, structure, or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by the technical codes; provided, that if such building or premises is occupied, that credentials be presented to the occupant and entry requested. If such building, structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner, or other persons having charge or control of the structure or premises, and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry. After obtaining a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care, or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly allow entry therein by the Building Official for any purpose of inspection and examination pursuant to this Code.

106.7 Stop Work Orders. Upon notice from the Building Official, work on any building, structure, electrical, low voltage, gas, mechanical, plumbing, or fire protection systems that is being done contrary to the provisions of the technical codes or the administrative procedures, or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or his designated agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work. Unlawful continuance of work, except as directed to remove the violation, shall be subject to penalties as prescribed by law.

106.8 Modifications to Existing Buildings. Wherever there are practical difficulties involved in carrying out the provisions of the technical codes, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of the technical codes impractical and the modification is in compliance with the intent and purpose of the technical codes and that such modification does not lessen health, accessibility, life and fire safety, fire resistance ratings, or structural requirements.

106.9 Alternative Materials, Design and Methods of Construction and Equipment. The provisions of the technical codes are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the technical codes, provided that any such alternative has been reviewed and approved by the Building Official. An alternative material, design, or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of the technical codes, and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed in the codes in quality, strength, effectiveness, fire resistance, durability, and safety. The Building Official shall require sufficient evidence or proof to be submitted to substantiate any claim made regarding the alternative.

106.10 Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in the technical codes, shall consist of valid research reports from approved sources.

106.11 Used Materials and Equipment. The use of used materials, which meet the requirements of the technical codes for new materials, will be permitted.

Section 107: Permits

107.1 Required. Any owner, authorized agent, contractor, or subcontractor who desires to construct, enlarge, alter, repair, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any building, electrical, gas, mechanical, plumbing, low voltage, or fire protection systems, the installation of which is regulated by the technical codes, or to cause any such work to be done, shall first make application to the department and obtain the required permit or affidavit for the work.

107.2 Work Exempt from Permits. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

107.3 Docks & Boathouses. The construction, reconstruction and repairs of boat docks and boathouses in the Lake Tobesofkee Recreation Area shall be as prescribed in Section 13-36 of this code.

Permits shall not be required for the following:

A. Building

1. Alterations or repairs to existing buildings or structures whose building permit valuation for the proposed work does not exceed two thousand dollars ($2,000.00), does not involve structural elements of a building, and only if approved by the Building Official or his agent.

2. Separate and independent accessory buildings or structures, which meet all of the following conditions, are not required to be permitted.
   (a) Limited to single story, detached, accessory structures.
   (b) Four hundred square feet (400 sq. ft.) or less of gross building area.
   (c) Not occupied by humans and not attached to any other building or structure.
   (d) Site approvals may be required by the department for compliance with applicable codes. Planning and Zoning approval is required for all accessory structures.

3. Exterior balconies, porches, or decks that do not exceed two hundred (200) square feet of gross floor area and are not more than thirty inches (30") above adjacent grade or finished floor level below such balcony, porch, or deck.

4. The construction, reconstruction, repair or maintenance of barns and other outbuildings not intended, and not in fact used for human habitation and located in agricultural areas of the county within areas zoned for agricultural uses by the Bibb County Planning and Zoning Commission are exempt from the requirements of permitting. Inspections may be required to ascertain that such buildings are not in fact for human habitation.

5. Roof repairs for maintenance purposes only, performed with like materials and with no replacement or installation of structural members and decking.

6. Ordinary minor repairs as prescribed by Section 107.5 of these procedures.

7. Signs and towers twenty-five (25) feet or less in height

8. Retaining walls not part of a structure, fences, swimming pools, and shade-cloth used for nursery or agricultural purposes, and swings and playground equipment.

B. Electrical

1. Temporary electrical power poles at construction sites and construction trailers with 200 amps service or less.

2. Servicing or repairing electrical appliances.

3. Ordinary minor repairs as stated in Section 107.5 of these procedures.

C. Plumbing

1. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by the technical codes.

2. Replacement of any part that does not alter the manufactures approvals or make it unsafe.

3. Ordinary minor repairs as stated in Section 107.5 of these procedures.

4. The stopping of leaks in drains, water, soil waste, or vent pipes provided, however, that any concealed trap, drain pipe, water, or soil is replaced with new materials is considered new work and a permit is required.

5. The clearing of stoppages or repairing of leaks in pipes, valves, or fixtures, provided such repairs do not require the replacement or rearrangement of valves, pipes, or fixtures.

6. Any plumbing system or gas piping system, or portion thereof, which is under the authority of the Macon-Bibb County Health Department or Macon Water Authority.

D. Mechanical

1. Any portable heating appliance.

2. Any portable ventilation equipment.

3. Any portable cooling unit.

4. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by the technical code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Any portable evaporative cooler.

7. Any self-contained refrigeration system containing 10 lb. (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. Ordinary minor repairs as determined by 107.5 of these procedures.

E. Gas

1. Any portable heating appliance.

2. Replacement of any part that does not alter its approval or make it unsafe.

107.3 Work Authorized by Permit. A General Contractors, Building, Electrical, Mechanical, Plumbing, Fire Protection, and Low Voltage Permit shall carry with it the right to alter, construct, or install the work as indicated on such permit and/or shown on construction documents filed in and approved by the department. No single permit can be applicable for work on more than one (1) building or structure. No permit shall authorize encroachment on any properties beyond the legally defined property lines/ boundary lines of the building site without appropriate legal documentation authorizing such encroachment being submitted to the Building Official by the owner or his authorized agent of both properties.

107.4 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the permitting department

107.5 Ordinary/Minor Repairs. Ordinary minor repairs may be made with the approval of the department without a permit, provided that such repairs shall not violate any of the provisions of the technical codes. Application or notice to the Building Official is not required for ordinary repairs to structures, replacement of lamps, or the connection of approved portable electrical equipment to approved, permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement, or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical, or other work affecting public health or general safety.

107.6 Public service agencies. A permit shall not be required for the installation, alteration, or repair of generator, transmission, distribution, or metering or other related equipment that is under the ownership and control of public service agencies by established right.

107.7 Application for Permit. Each application for a permit shall be submitted with the required fee, or shall otherwise follow payment procedures established by the department. The application shall be filed with the department on a form furnished for that purpose, containing an accurate and complete, general description of the proposed work, valuation, and property location where work is to take place. The application shall be signed by the owner, contractor, or his authorized agent and shall contain such other information as may be required by the Building Official.

107.8 Time Limitations. The permit shall become invalid unless the work authorized by such permit is commenced within six (6) months after issuance, or if such work is suspended or abandoned for a period of six (6) months after the work has commenced. One or more extensions or time periods of not more than 6 months or 180 days each may be allowed by the Building Official for the permit provided the extension is requested in writing and justifiable cause is demonstrated.

107.9 Validity of Permit. The issuance or granting of a permit or affidavit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the technical codes or of any other ordinance of the jurisdiction. Permits or affidavits presuming to give authority to violate or cancel the provisions of the technical codes or other ordinances of the jurisdiction shall not be valid. The issuance of a permit or affidavits based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data.

107.10 Suspensions or Revocation of Permits or Affidavits. The Building Official is authorized to suspend or revoke a permit or affidavit issued under the provisions of these procedures wherever the permit or affidavit was issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of the technical codes.

107.11 Prerequisites to Obtaining Permits.

Certificates of Appropriateness, Zoning Compliance, or No Zoning Required Forms issued by the Planning and Zoning Commission shall be required prior to issuing a permit on all General Contractor or Building Permits for new construction and alterations, additions, renovations, modifications, or demolition/wrecking of existing buildings or structures.

Permit applications for buildings or structures located or to be located on property not regulated by the Macon-Bibb County Planing and Zoning Commission shall have the appropriate authorization and the proposed work shall otherwise meet the requirements of these regulations prior to permitting the proposed work.

Contractors and sub-contractors shall be registered with the department prior to permits being issued. Registration with the department requires the applicable State Card issued through the Georgia State Construction Licensing Board or the State Fire Marshals Office and a current Occupational/Business License issued by a local jurisdiction within the State of Georgia

D. Applicants for permits to perform work regulated by the technical codes upon their own commercial property, and who are not doing contractual work, shall possess the appropriate State of Georgia Contractors License for work being performed.

E. Applicants for permits to perform work regulated by the technical codes may purchase the appropriate permits to perform work upon a one- and two-family dwelling in which the applicant resides or the work being preformed falls under "specialty contracting work" as defined by the Georgia State Contractors Licensing Board. The applicant shall perform the work permitted. The Building Official may revoke a permit if such individual demonstrates an inability to understand or comply with the technical codes.

F. Application for a permit to demolish/wreck a building or structure shall provide zoning, letter from the Macon Water Authority (MWA) stating that water has been disconnected, and where damage to Macon-Bibb County property may occur, applications for permits shall be accompanied by a Public Liability and Property Damage Policy or Certificate naming **Macon-Bibb County** as a payee beneficiary and stating that a minimum (15) day notice shall be provided by the insurer to the department prior to a cancellation of such policy or certificate. The insurance shall be a minimum amount of $500,000.00. The purpose of such insurance is to protect the property of Macon-Bibb County from damages from such work and to protect the county against any claims that might arise from injuries to life or property caused by such work. The certificate of insurance shall be filed with the department prior to the permit being issued or any work commencing. The Building Official may waive the requirements for insurance for any detached one- and two-family dwelling less then three stories in height or any commercial structure less than two stories in height when it is determined by the Building Official that such demolition does not constitute a hazard to life or property.

107.12 Conditional Permit. When an owner or his authorized agent of a building or structure on which work requiring permits as set forth in Section 107.1 of these procedures fails to obtain such permit prior to commencement of the work, and who has caused or allowed the building, structure, or work to be completed or substantially completed shall be required to obtain a Conditional Permit, subject to fees as established by the department. The owner/contractor is subject to penalties provided for in the Macon-Bibb County Code of Ordinances. Neither the issuance of the Conditional Building Permit, nor the payment of any fees or penalties, shall be construed as approval by the Building Official, or any employee of the department, of work already

performed and/or concealed. However, the Building Official is authorized to require the owner to demonstrate by acceptable means verification that any such work was performed and/or installed in accordance with the technical codes. The Conditional Building Permit will be issued for the purpose of documenting the existence of the building, structure, or work performed, and to authorize completion of the project subject to compliance with these procedures and the technical codes.

Section 108: Construction Documents

108.1 Submittal Documents. When required by the Building Official, three or more copies of specifications, and drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the Plan Submittal Application. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of the technical codes and relevant laws, ordinances, rules, and regulations, as adopted and enforced by the department. Where applicable, drawings, specifications, and accompanying data shall bear the name, signature, and seal of the person responsible for the design in accordance with OCGA Title 43, Chapters 4 & 15.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with the technical codes.

108.2 Design Professional. For the purpose of these regulations, a design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering. A design professional is required to affix his official signature and seal to drawings, specifications, and accompanying data for the following:

1. All assembly, educational, and institutional occupancies.
2. Buildings and structures three stories or more in height.
3. Buildings and structures 5,000 sq. ft. (465m^2) or more in total gross floor area of all floors.
4. All new structures, additions, or alterations having a construction value of $100,000.00 or more exclusive of land costs and site development outside building.
6. All new and existing structures defined in OCGA § 25-2-13(b).
7. Outdoor advertising signs, signs exceeding twenty-five feet, and communication towers.
8. All other buildings, structures, or systems as deemed necessary by the Building Official because of the complexity of the work proposed or for other reasons at the discretion of the Building Official.
9. Pre-engineered structures or systems.
10. Electrical engineer required to stamp and sign the following:
    a. Projects where electrical contract work exceeds $100,000.00.
    b. New electrical service equipment having a total rating exceeding 200 KVA.
    c. Electrical service exceeding 600 volts.

11. Structural elements being repaired or replaced.

EXCEPTION: Single-family dwellings and their accessory use buildings may be exempt from the provisions of this section if it is determined by the Building Official that such documents are not required for full explanation and understanding of the structure and appurtenances of the dwelling.

108.3 Additional Data. The Building Official is authorized to require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations in addition to the requirements of section 108.2 of these procedures.

108.4 Structural and Fire Resistance Integrity. Plans for all building shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistant wall, floor, or partition is made for electrical, gas, mechanical, plumbing and communication conduits, pipes, and systems. Plans shall indicate in sufficient detail how the fire integrity will be maintained where required fire resistant floors intersect the exterior walls.

108.5 Site Drawings. Drawing shall show the location of the proposed building or structure and all existing buildings or structures on the site or lot and distances from lot lines drawn in accordance with an accurate boundary line survey. The Building Official may require a boundary line survey prepared by a licensed land surveyor. The Building Official is authorized to waive requirements for a site plan for interior alterations and repairs.

108.6 Hazardous Occupancies. The Building Official may require the following:

1. General Site Plan. A general site plan drawn at a legible scale that shall include, but not be limited to, the location of all buildings, type construction, and occupancy classification, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment, and adjacent property uses. The exterior storage areas shall be identified with a hazard classification(s) and the maximum quantities per class of hazardous materials stored.

2. Building Floor Plan. A building floor plan drawn to a legible scale that shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire-rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous material storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

108.7 Examination of Documents. The Building Official shall examine or cause to be examined each application for a permit and the accompanying construction documents. Three sets of construction documents (2 full size and one half size or digital/ electronic drawings), consisting of drawings, specification, computations, and additional data as required shall be submitted for review prior to permitting. One set of reviewed construction documents shall be retained in the department. The other set of reviewed construction documents shall be kept at the construction site and shall be open to inspection by the Building Official or his authorized representative.

108.8 Affidavits. The Building Official is authorized to accept a sworn affidavit from a registered architect or engineer currently registered in the State of Georgia. The affidavit shall state that the plans conform to all the technical codes and to the laws as to egress, type of construction, and general arrangement, and if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads, and stability. The Building Official is authorized to accept a sworn affidavit from a registered architect or engineer for required field inspections, provided copies of inspection

reports are submitted and approved by the department. Upon completion of the work covered by the affidavit, the design professional shall state that it was done in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of the technical codes and other pertinent laws or ordinances.

Section 109: Issuing Permits

109.1 Action of Permits. The Building Official is authorized to act upon an application for a permit without unreasonable or unnecessary delay. If the Building Official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the technical codes and other pertinent laws and ordinances, he shall issue or cause to be issued a permit(s) to the applicant.

109.2 Refusal to Issue Permit. If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the technical codes or other pertinent laws or ordinances, the Building Official shall not issue a permit but shall return the contract documents to the applicant, requiring the documents to be brought into compliance with the technical codes.

109.3 Special Foundation/Shell Permit. When application for a permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official is authorized, at his discretion, to issue a special permit for the foundation only. The holder of such a special permit will be proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted or that corrections will not be required in order to meet provisions of the technical codes. No work shall proceed beyond the coverage of the special permit without written approval of the Building Official. A shell permit may be issued under the same conditions as a foundation only permit. Approval for special permits does not negate the review of construction documents necessary to ensure code compliance for the proposed work.

109.4 Licensing of Contractors and Subcontractors. It shall be the duty of every contractor and subcontractor who shall make contracts for the installation or repairs of building, structure, low voltage, gas, plumbing, mechanical, electrical and fire protection systems—for which a permit is required— to comply with all applicable State of Georgia and local rules, regulations, and laws concerning licensing of such work.

109.5 Contractor's and Subcontractor's Responsibilities. It shall be the responsibility of the contractor or subcontractor to file copies of his current state license and local occupation tax license with the department. The Building Official is not required to issue permits without this verification.

109.6 Permit Intent. A permit shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of the technical codes.

109.7 Permits Issued on Basis of an Affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations to supervise such work. In addition, he shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and, upon completion, make and file with the Building Official a written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. (Refer to section 108.8)

Section 110: Permit Fees

110.1 Prescribed Fees. A permit shall not be issued until the fees prescribed in these procedures have been paid; any additional costs that are incurred due to changes in scope of work will require a new permit to be issued and fees paid covering the additional cost of the building, structure, electrical, low voltage, plumbing, mechanical, gas, or fire protection systems. This shall not preclude the department from establishing faxing/charging procedures for the issuing of electrical, mechanical, gas, plumbing, and low voltage permits as long as such procedures are approved by the Finance Department.

110.2 Work Commencing before Permit Issuance.

A. Any person, corporation, authorized agent, firm, or contractor commencing work on a building or structure for which a permit is required, without first obtaining such required permit, shall be deemed to be in violation of these procedures and subject to the provisions of the Violations and Penalties section of these procedures as follows:

B. If an owner or his agent or contractor commences work on a building or structure for which a construction permit is required by the technical codes, before an appropriate permit for such work has been issued by the department, or if the owner allows the same to be done, then the owner and/or his agents shall be liable to the following civil penalty:

1. If the work is being done by the owner or by an occupant of the property, the penalty shall be $100.00.
2. If the work is being done by a person, firm, or corporation representing himself or itself as a contractor, builder, or carpenter, the penalty shall be $500.00. The listing of such person, firm, or corporation in the telephone directory, advertising in print or telecommunications media, or other public representation that the person, firm, or corporation is a contractor, sub-contractor, or carpenter shall be considered prima facie evidence that such person, firm, or corporation is in fact a contractor, sub-contractor, builder, or carpenter. Payment of the penalty fees prescribed in these procedures shall not relieve any person, corporation, agent, or firm from fully complying with the requirements of the technical codes in the execution of the work or from any other penalties prescribed elsewhere in these procedures.

110.3 Accounting. The Building Official shall keep, or cause to be kept, accurate accounting of all permit fees and other monies collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.

110.4 Schedule of Permit Fees. On all new and existing buildings, structures, electrical, low voltage, plumbing, mechanical, gas, or fire protection systems or alterations, repairs, modifications, additions and demolition requiring a permit, a fee for each permit shall be as prescribed herein, which shall be paid at the time such permit is issued or as established elsewhere in these procedures. A minimum permit fee based on the average cost of an inspection and administrative cost and a minimum dollar /per thousand or major fraction shall be established by the department and reviewed annually. Fee schedule shall be maintained in the Department of Business and Development Services.

110.4.1 Fees shall be determined as follows:

A. **For all single trade permits** both new and existing with a minimum cost valuation of $8,000.00 or less shall be assessed the minimum permit fee as established by the department. For cost valuation greater than $8,000.00, the minimum permit fee shall be assessed on the first $8,000.00 plus the minimum dollar/per thousand or major fraction on the dollar valuations in excess of $8,000.00, except as otherwise modified by this section. Single trade cost valuations shall be based on the cost of all labor and materials including fixtures necessary for completion of work being permitted.

C. **Demolition/Wrecking of Building or Structure.** A sixty-day (60) permit shall be issued for a fee of $50.00 per building. Work must commence within six (6) months from the day of issuance, at such time the sixty-day (60) limitation shall begin. If the work covered under such permit is not completed and the site cleared, a new permit subject to the same fees shall be required to be purchased. Each parcel requires a separate permit; however, multiple buildings contained on a single parcel can be placed on a single permit issued for wrecking a structure. Each building being wrecked on a single parcel shall be assessed $50.00 per building.

Exception: The expiration of a demolition/wrecking permit, which has been issued as a result of an order or notice issued by the municipal court or the building/housing official, shall occur upon expiration of such order or notice, and subject to any extension of time granted by the same.

C. **Manufactured or Mobile Home.**
A permit fee of $50.00 shall be charged for a new set-up and decks for the structure plus established minimum permit fees per trade system (electrical, mechanical, plumbing, gas, and low voltage). Set-up covers the cost of the foundation, tie-downs, anchoring, steps, landings, ramp, and other items associated with the set-up of the unit excluding mechanical, electrical, plumbing, gas, and low voltage systems. Permit fees for additions or renovations shall be as established for one- and two-family dwellings.

D. **Industrialized Buildings.**
A permit fee of $100.00 shall be assessed for the set-up of the structure plus established minimum permit fees per trade (electrical, mechanical, plumbing, gas, low voltage, and fire protection). The $100.00 set-up covers the cost of the foundations, tie-downs, anchoring, steps, landings, ramps, and other items associated with the set-up of the unit excluding mechanical, electrical, plumbing, and fire protection systems permits.

E. **Signs, Towers, and Boat Docks.** A fee of $75.00 shall be assessed for the foundation, plus minimum established permit fee per trade included on the General Contractors Permit.

F. **New One- or Two-Family Dwelling and Additions.** The cost valuation of One- or Two-Family Dwellings and their accessory buildings shall be established as follows:

Cost valuations shall be based upon building valuation data published by the International Code Council and modified by the department for heated and unheated areas, which may be updated semi-annually or annually. The permit fee shall be as herein established. For cost valuations up to $8,000.00, the established minimum permit fee shall be assessed for the building trade plus a minimum permit fee for each trade indicated on a general contractor's permit. For cost valuation greater than $8,000.00, the minimum permit fees shall be paid on first $8,000.00 plus the minimum dollar/per thousand or major fraction for valuations in excess of $8,000.00 for the building trade plus an additional minimum permit fee shall be added to permit cost for each trade indicated on a general contractor's permit.

G. **For All New and Existing Buildings other than One-or Two-Family Dwellings,** the cost valuations shall be based upon the building valuation data published by the International Code Council, which may be updated semi-annually and annually. A permit issued for new buildings and existing building, additions, renovations, and alterations having a cost valuation up to $8,000.00 shall be assessed the minimum established permit fee. Buildings having a cost valuation greater than $8,000.00 shall be assessed the minimum established permit fee on the first $8,000.00 plus the established minimum dollar/per thousand or major fraction on the cost values exceeding $8,000.00.

H. **Plan Submittal/Review Fees** shall be paid at the time plans are submitted for review. The minimum fee shall be the same as established by OCGA § 25-2-4 for all occupancy classifications other than One- and Two-Family Dwellings. Additional Construction document

review fees as established by OCGA § 25-2-4 shall be accessed on those buildings exceeding 10,000 square feet of gross area at times are permitted or picked up.

Exceptions: One- and Two-Family Dwellings and Public Buildings exempted from Plan Review fees pursuant to OCGA § 25-2-18.

I. **Plan review fees** shall be established as the same as the minimum permit fee for each sign, tower, dock, fire alarm, and fire suppression system reviewed.

J. **Certificate of Occupancy fees** shall be paid at time permit is issued. This fee shall be the same as established by OCGA § 25-2-4 on all commercial buildings.

Exceptions: One- and Two-Family Dwellings and Public Buildings exempted from fees in OCGA § 25-2-18.

K. **Each board of appeal applications** shall be accompanied by $100.00 and is non-refundable.

110.4.2 Re-inspection Fee. The Building Official is authorized to charge the minimum established permit fee for each re-inspection issued to the permit/affidavit holder when the permit/ affidavit holder fails to have work completed and ready for requested inspection or fails to have such work readily accessible for proper inspections. A re-inspection fee may be charged after second inspection of violations previously sited and not corrected. Fee shall be paid prior to re-inspection.

110.4.3 Underestimated Building Permit Valuation. If, in the opinion of the Building Official, the valuation of building alteration, structure, electrical, low voltage, plumbing, mechanical, gas, or fire protection systems appears to be underestimated on the application for existing systems, the permit shall be denied unless the applicant can show detailed estimates subject to the approval of the Building Official. The Building Official shall set final permit valuation.

Refund of Permit Fee. Refunds will only be issued on permits that have had no inspections and only within six (6) months from date of issuance of the permit. Request for refund shall be in writing, stating cause for request and the posting permit. As well, the original permit receipt shall be attached to the refund request. The refund is at the discretion of the Building Official. No permit or permit fee is transferable. An administrative fee as established by the Department shall be accessed for each permit fee refunded.

Section 111: Inspections

111.1 General. Construction or work for which a permit or affidavit is required shall be subject to inspection by the Building Official, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit or affidavit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

111.2 Posting of Permit. The permit card of work that requires a permit shall be posted in a conspicuous place on the premises. The permit shall be protected from the weather and located in such a position as to permit the Building Official or representative to conveniently view information contained on the posting permit. This permit card shall remain posted until the Certificate of Occupancy or Letter of Completion has been issued by the Building Official.

111.3 Required Inspections. The Building Official, or his authorized representative, upon notification from the permit holder, affidavit holder and his agent, or the licensed person responsible for the work permitted shall make the following inspections and such other inspections as deemed necessary.

111.3.1 Building:

1. Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection.

2. Slab inspections before concrete is placed. This excludes slabs on grade that are not connected or considered part of a structure.

3. Framing inspection is to be made after the roof, all framing, fire-blocking, and bracing is in place, and rough-in wiring (electrical), plumbing pipes, chimneys, ducts, vents (mechanical), and fire protection systems are in place and prior to insulation being installed. Check envelope for penetrations prior to insulation being installed.

4. Wall insulation prior to being concealed.

5. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

6. Fire plaster when used for fire-rated protection shall be inspected after all lathing and backing is in place. Plaster shall not be applied until the Building Official or his designated agent has given approval

7. Final Inspections - To be made after the building is completed and ready for occupancy.

111.3.2 Fire Protection Systems:

1. Underground - After all piping, thrust blocks, and piping support systems are installed and ready for testing prior to any backfill being placed.

2. Fire Pump - Installed and ready for testing in accordance with NFPA 20.

3. Above Ground - After all above ground sprinkler system components are installed and left exposed for inspections. This inspection should occur during the same time that the required pressure test is being conducted.

4. Final – After all underground and aboveground sprinkler system components are in place, connected, and the system has been flushed and tested in accordance with applicable NFPA Standards. A materials and test certificate shall be submitted prior to a C.O. being issued for both the above and below ground systems as applicable.

111.3.3 Electrical:

1. Underground Inspection – To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Slab inspections after conduit and cabling has been installed and prior to concrete being placed.

3. Rough-In Inspection – To be made after the roof, framing, fire blocking, and bracing is in place and all wiring conduit and boxes are installed and prior to the installation of insulation of wall and ceiling membranes.

4. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

5. Final Inspection – To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

111.3.4 Low Voltage:

1. Rough-In after all wiring is placed and prior to concealment or insulation being installed.

2. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

3. Final – After all low voltage systems are complete, connected, and ready for testing.

111.3.5 Plumbing:

1. Underground and Slab Inspection – To be made after trenches or ditches are excavated and bedded, piping and drain waste systems are installed, and before any backfill is put in place.

2. Rough-In Inspection – To be made after the roof, framing, fire blocking, and bracing is in place and all sanitary, storm, waste, water distribution, and vent/water/fuel piping is complete and prior to the installation of insulation, wall, or ceiling membranes.

3. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

4. Final Inspection – To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

NOTE: Plumbing systems shall be tested in accordance with the applicable International Plumbing Code.

111.3.6 Mechanical:

1. Underground Inspection/Slab Inspections – To be made after trenches or ditches are excavated, underground duct, fuel piping and refrigerant piping installed, and before any backfill or concrete is put in place.

2. Rough-In Inspection – To be made after the roof, framing, fire blocking, and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of insulation, wall, or ceiling membranes.

3. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

4. Final Inspection – To be made after the mechanical systems, fixtures, and appliances are placed and properly connected and the structure is ready for occupancy.

111.3.7 Gas:

1. Rough Piping Inspection – To be made after all new piping has been installed and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. This shall include a pressure test.

2. Inspection of fire-rated penetration assemblies and fire-rated walls, floors, roofs, and shaft assemblies prior to concealment.

3. Final Piping Inspection – To be made after all piping, gas appliances, and fixtures are placed and properly connected and tested, and the structure is ready for occupancy.

111.3.8 Inspection of Wiring Damaged by Fire:

1. No work shall be commenced on any electrical installation damaged by fire until a ruling is obtained from the Building Official or designated agent as to what part of the wiring must be replaced. All damaged wiring shall be removed if so directed by the Building Official or designated agent. Electrical service shall not be resumed in any building or structure damaged by fire without the approval of the Building Official or designated agent.

111.4 Inspection Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official or designated agent. The Building Official or designated agent, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit, affidavit holder or his designated agent wherein the same fails to comply with the technical codes. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official or designated agent.

111.5 Responsibilities of the Permit or Affidavit Holder. Strict adherence to the foregoing required inspections shall be the responsibility of the permit or affidavit holder. It shall also be the responsibility of the permit or affidavit holder or his duly authorized agent to request such inspections of the permitted work in a timely manner, allowing reasonable and adequate time for scheduling such inspections by the Building Official or designated agent. Further, it shall be the responsibility of the permit or affidavit holder to coordinate his permitted work and required inspections for such work with all other areas of work so that all required inspections shall be properly performed in accordance with Sections 111.3.1 through 111.3.8 of these procedures.

Section 112: Certificate of Occupancy

112.1 Building Occupancy. A new building or portion of a new building may not be occupied or a change made in the occupancy or use of an existing building or part of an existing building until the Building Official has issued a Certificate of Occupancy or a Letter of Completion as applicable. Said certificate or letter shall not be issued until all required building, electrical, low voltage, gas, mechanical, plumbing, and fire protection systems have

been inspected for compliance with the technical codes and all other applicable laws or ordinances enforced by the department.

112.2 Issuing Certificate of Occupancy for New Buildings or Structures. The Certificate of Occupancy shall state the occupancy classification, building address, type construction, occupant load, the code edition under which permit was issued, permit number, and project number where applicable.

112.3 Issuing Certificate of Occupancy or Letter of Completion on Existing Buildings. A Certificate of Occupancy or Letter of Completion maybe obtained by applying to the Building Official and supplying the information, data, drawings, and inspections of the premises to determine whether the building reasonably conforms to applicable technical codes, laws and ordinances enforced by the department.

112.4 Temporary/Partial Occupancy. A Temporary/Partial Certificate of Occupancy may be issued at the sole discretion of the Building Official for a portion or portions of a building, which may safely be occupied prior to final completion of the building.

112.5 Letter of Completion. Upon completion of any permitted work, the Building Official may, at his discretion, issue a Letter of Completion. Such letter shall clearly define and document the work that is accepted by the Building Official as complete and shall state any and all conditions of such acceptance. This letter does not grant authority to occupy or use building structure or portion of a building or structure unless so stated in the Letter of Completion.

112.6 Revocation. The Building Official is authorized to suspend or revoke a certificate of occupancy or Letter of Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of the technical codes.

Section 113: Service Utilities

113.1 Connection of Service Utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building or system, which is regulated by the technical codes for which a permit is required, until released by the Building Official or designated agent.

113.2 Temporary Connection. The Building Official or designated agent may authorize the temporary connection of the building or system to the utility source of energy, fuel, or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy.

113.3 Authority to Disconnect Service Utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by the technical codes, in case of emergency if necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing as soon as practical thereafter. No such disconnected service shall be resumed without approval of the Building Official or designated agent.

Section 114: Maintenance of Vacant and Boarded Structures

114.1 Vacant Structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

114.2 Definitions. The following words and terms shall, for the purposes of this section and as used elsewhere in this code, have the meanings shown herein.

1. "Building" means any structure including but not limited to any residential, commercial, industrial, educational or assembly structure approved for occupancy
2. "Vacant Building" means any structure or building that: 1) is unoccupied or occupied by unauthorized persons; and 2) is unsecured or boarded.

114.3 Enforcement and Remedies for Violation. A building that is boarded or vacant in violation of this section is a public nuisance. In addition to the provisions in this section the County is authorized to use the remedies set forth in Section 106 of this code, state law and the Macon-Bibb County Code of Ordinances. The remedies procedures and penalties provided by this section are cumulative to each other and to any others available under state law or other county ordinances.

114.4 Owner Responsibilities. No person shall allow a building designed for human use or occupancy to be unsecured unless the owner establishes by substantial evidence to the reasonable satisfaction of the code official one of the following applies.

114.4.1 Permits. The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.

114.4.2 Sale or Lease. The building meets all applicable codes, does not contribute to blight is ready for occupancy and is actively being offered for sale lease or rent.

114.4.3 Maintained. The building does not contribute to and is not likely to contribute to blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. Active maintenance and monitoring shall include:

1. Maintenance of landscaping and plant material in good condition.
2. Maintenance of the exterior of the building including but not limited to paint and finishes in good condition.
3. Prompt and regular removal of all exterior trash debris and graffiti.
4. Maintenance of the building in continuing compliance with all applicable codes and regulations.
5. Prevention of criminal activity on the premises including but not limited to use and sale of controlled substances, prostitution, criminal street gang activity, loitering, or trespassing.
6. All display windows shall be kept free of foreign substances except when necessary in the course of changing displays. No storage or materials, stock or inventory shall be permitted in window display areas or other areas ordinarily exposed to public view unless such areas are first screened from public view by drapes, by venetian blinds, or other rendering of the windows to make them opaque to the public view. All such screening of interiors shall be maintained in a clean and attractive manner and kept in a good state of repair.

114.4.4 Natural Disasters. If the building is vacant due to fire, flood, earthquake, or other form of natural disaster and the owner is actively pursuing assistance for demolition, rehabilitation, or restoration of the building and or premises from local state or federal assistance programs or from insurance agencies.

114.5 Reserved.

114.6 Reserved.

114.7 Standards for Boarding a Vacant Building. The boarding of a vacant building shall be as follows:

All openings which could allow trespassers, animals, or weather to enter the structure and cause damage shall be secured by the following materials and methods:

1. Use a minimum 1/2" CDX plywood or OSB recessed into the jamb opening from the exterior, over any existing glass.
2. Secured with minimum 2" long coarse thread galvanized wood screws with galvanized washers placed 8" to 10" on center around the perimeter of the board. At maximum 6" from corners.
3. Ventilation is to be provided at the top of each opening with a 3/8" to 1/2" holes drilled every 8" to 10" across the top of the board, 4" to 6" from the top edge of the board.
4. Weep holes to allow moisture out shall be made by cutting 1 1/2" long slots in the bottom of the board every 8" to 10" OR drilling a maximum 3/8" holes every 8" to 10", low enough from the bottom edge of the board to allow moisture to escape.
5. The exterior of the board shall be painted opaque (not transparent) flat black.
6. On at least one location in the front and at least one location in the rear of the structure, a NO TRESSPASSING sign shall be applied as per Sec. 114.8.1.

Optional methods or materials:

7. CDX plywood or OSB over 1/2" thick shall use 2 ½" coarse thread galvanized wood screws with galvanized washers and be recessed into the jamb opening from the exterior, over any existing glass.
8. Minimum 1/4" thick Plexiglas type material may be used and installed as described above.
9. Other options proposed by the property owner may be considered by the Code Official. Such options must be approved in writing by the Code Official prior to the beginning of the board-up of a structure.

NOTE: Many properties fall within the boundaries of the Central Business District or other Historic Overlay Districts and as a result must adhere to the Design and Preservation Guidelines and **require** a Certificate of Appropriateness from the Macon-Bibb County Planning & Zoning Commission. (Call 478- 751-7448 to inquire.)

114.7.1 Buildings Abated by Macon-Bibb County. If the County boards the vacant building, the building may be boarded in a manner which is determined to adequately prevent unauthorized entry or vandalism. All costs of boarding shall be recovered pursuant to the procedures in Section 108.2.

114.8 Notice Procedures for Vacant, Unsecured, or Boarded Buildings. Whenever the code official determines that a vacant, unsecured, or boarded building exists, a notice shall be sent to the owner or responsible party in accordance with Section 107 of the International Property Maintenance Code.

114.8.1 Trespass Notice. The code official may also require the owner of the property to post "No Trespassing" signs on the property and sign a letter with the Macon-Bibb County Sheriff's Office authorizing the department to enforce no trespassing on the premises.

114.9 Continuing Nuisance. When the owner of a boarded or vacant building fails to maintain the property in accordance with this section or when repeated violations of this section occur for the same property, the code official may seek other remedies as provided by this code, local ordinances or state law including but not limited to demolition of the structure.

114.10. Emergency Hazard Abatement. When any open building or structure constitutes such an imminent threat to life limb or property such that it must be secured closed or barricaded and compliance with other provisions of this Code becomes infeasible as determined by the code official, the code official may summarily secure, close, or barricade the building without prior notice to the property owner. All costs of boarding shall be recovered pursuant to the procedures in Section 108.2 of the International Property Maintenance Code or by other means available to the jurisdiction.

Section 115: Tests

The Building Official is authorized to require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his agent, by an approved testing laboratory or other approved agency.

Section 116: Board of Appeals

116.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the technical and property maintenance codes, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the governing body and shall hold office until such time as a member resigns or retires. The board shall from time to time review and amend the adopted rules of procedures established for conducting its business.

116.2 Appointment. The Board of Appeals shall consist of nine (9) members. The board members shall be made up of three (3) architects, three (3) engineers, with one (1) being a structural engineer, one (1) a fire protection engineer, and one (1) engineer being either an electrical, mechanical or plumbing engineer, one (1) commercial contractor, one (1) residential contractor, and one (1) member at large from the building industry. The members of the board of appeals shall elect a chair and co-chair from the nine members of the board.

116.3 Qualifications. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and building components and are not employees of Macon-Bibb County.

116.3.1 Quorums. A quorum for all appeal hearings shall consist of five (5) members of the Board of Appeals, and no appeal shall be heard in the absence of a quorum.

116.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of the codes or the rules legally adopted herein has been incorrectly interpreted, and/or the provisions of the technical codes would do manifest injustice and would be contrary to the spirit and purpose of the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist, which are peculiar to the building structure or building components involved and are not applicable to other buildings, structures, or their building components;
2. That the special conditions and circumstances do not result from the action or inaction of the applicant;
3. The granting of the appeal requested will not confer on the applicant any special privileges that is denied by the codes on other buildings, structures, or building components;
4. The appeal granted is the minimum that will make possible the reasonable use of the building, structure or its building components; and
5. That the granting of the appeal is in harmony with the general intent and purpose of the technical codes and will not endanger the public health, safety, and welfare.

The board shall have no authority to waive requirements of the technical codes.

116.5 Decisions of the Board. The Board of Appeals shall in every case reach a decision without unreasonable or unnecessary delay. Each decision of the board shall include the reasons for the decision. If the decision reverses or modifies a refusal of the Building Official, the Building Official shall immediately take action in accordance with the board's decision. Every decision shall be promptly filed in writing with the department and shall be open to public inspection. A copy of the decision shall be sent by certified mail to the appellant. Every decision of the board shall be final, subject, however, to the rights of the appellant as established by law.

116.6 Conditions of the Appeal. In granting the appeal, the board may prescribe a reasonable time limit within which the action taken by the board shall commence or be completed or both. In addition, the board may prescribe

appropriate conditions and safeguards necessary to confirm with the technical codes. Violations of the conditions of the appeal shall be deemed a violation of the technical codes and these procedures.

116.7 Filing an Appeal Application. Appeal applications shall contain the following information:

1. Identification of the building or structure by street address;
2. A statement identifying the legal interest of each appellant;
3. A statement identifying the specific order or section being appealed;
4. A statement detailing the specific section of the technical codes being appealed;
5. A statement detailing the issues on which the appellant desires to be heard and persons presenting the appeal; and
6. A fee as established by the department shall be sent with appeal application

116.8 Unsafe or Dangerous Building. In the case of a building, structure, or its building components, which in the opinion of the Building Official is unsafe, unsanitary, or dangerous, the time for the board to hear an appeal may be shortened.

Section 117: Violations and Penalties

117.1 General. Any person, firm, corporation, or agent, who shall violate a provision of the technical codes or the Administrative Procedures or fail to comply therewith, or with any requirements thereof, or who shall erect, construct, alter, install, or demolish any structure, electrical, low voltage, gas, mechanical, plumbing, or fire protection systems or has erected, constructed, altered, repaired or demolished a building structure, electrical, low voltage, gas mechanical, plumbing, or fire protection system in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Upon notice of said violation and failure to correct any such violation, such violator shall be punished within the limits and as provided in Chapter 1, General Penalty, Section 1-6 of the Code of Macon-Bibb County Georgia.

Section 118: SEVERABILITY

Each section, subsection, paragraph, subparagraph, sentence, clause, or phrase of the technical codes or the Administrative Procedures is hereby declared to be severable and independent. If any court of competent jurisdiction declares any portion of the technical codes or the Administrative Procedures invalid or unconstitutional, such declaration shall not affect the validity of the remaining portions of the technical codes or the Administrative Procedures.

10 D

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION CONFIRMING MAYOR ROBERT REICHERT'S APPOINTMENT OF LOUIE HARGROVE, RICK HUTTO, CLIFFARD RUSHIN, WALTER TIMLY AND LINDA HOLLAND TO THE FIRE CIVIL SERVICE BOARD; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to Sec. 18-77 of the Macon-Bibb County Code of Ordinances, Mayor Robert Reichert's appointment of Louie Hargrove, Rick Hutto, Cliffard Rushin, Walter Timly and Linda Holland to the Macon-Bibb County Fire Civil Service Board is hereby confirmed; said appointments shall serve a four year term as is designated in Sec. 18-77.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMMISSION

10 E

SPONSOR: MAYOR ROBERT A. B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO TRANSFER A PORTION OF THE PARCEL OF PROPERTY AT 485 COLISEUM DRIVE TO THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY TO BE MARKETED AND SOLD FOR THE BENEFIT OF THE COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County, as a successor to the former City of Macon, is the owner of the parcel of property located at 485 Coliseum Drive in Macon-Bibb County, Georgia; and

WHEREAS, a portion of the 1.57 acre parcel is the current site of Fire Station #1; and

WHEREAS, Macon-Bibb County desires to transfer the cross-hatched portion of the parcel in the attached Exhibit "A" to the Macon-Bibb County Urban Development Authority (UDA); and

WHEREAS, the UDA has as part of its mission the development of the Central Business District of Macon-Bibb County; and

WHEREAS, it is the desire of Macon-Bibb County to transfer the property to the UDA to be marketed and sold for the benefit of the County; and

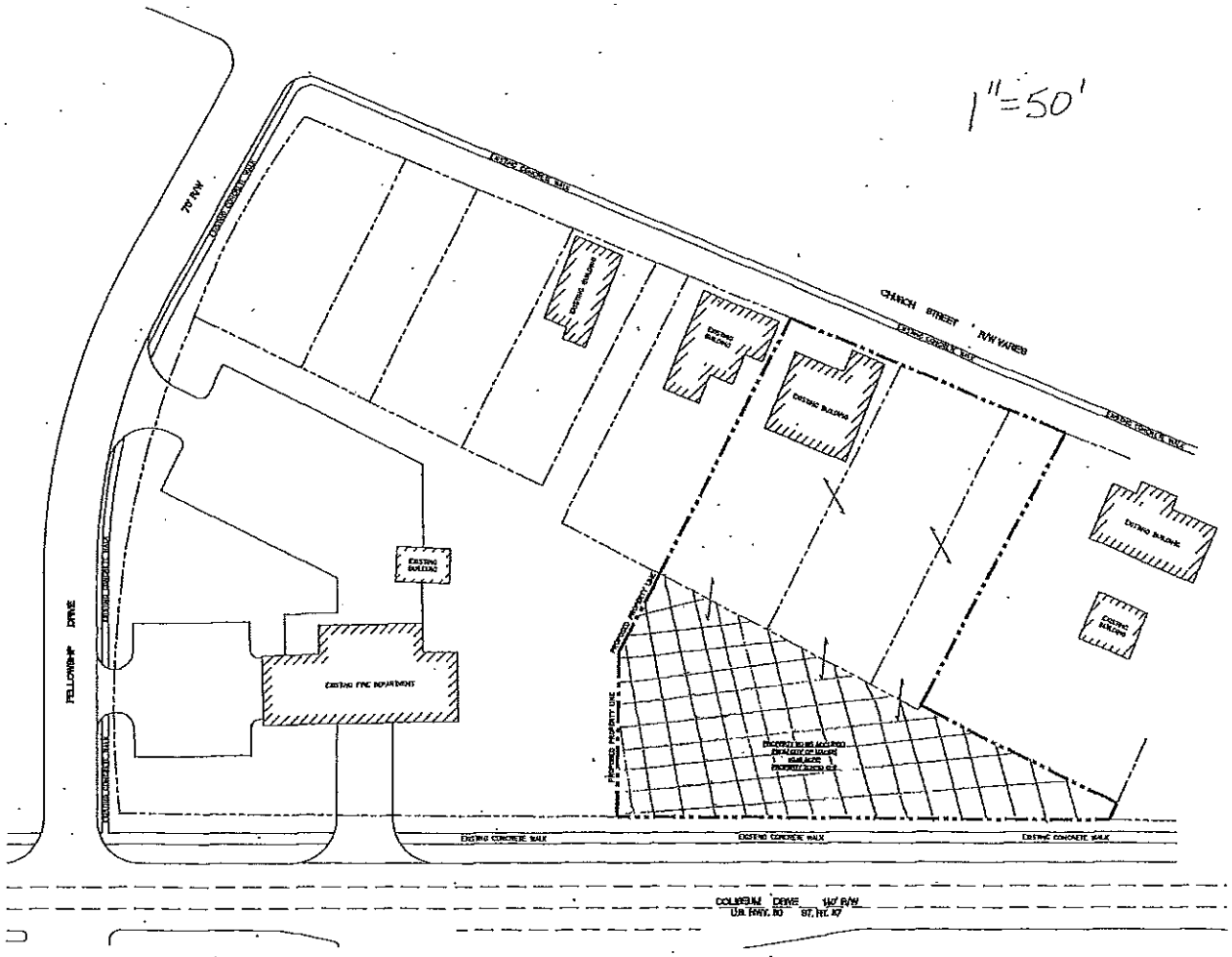
WHEREAS, the Macon-Bibb County Urban Development Authority will receive five percent (10%) of the gross sale funds, and the remaining eighty-five percent (90%) of the funds will be returned to the County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute any and all documents necessary to transfer to the Urban Development Authority the cross-hatched portion of the parcel of property at 485 Coliseum Drive, as attached in Exhibit "A" to be marketed and sold for the benefit of the health, safety, and welfare of the citizens of Macon-Bibb County, in form approved by the County Attorney.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION


1"=50'
CHURCH STREET R/W VARIES
EXISTING CONCRETE WALK
EXISTING BUILDING
EXISTING FIRE DEPARTMENT
PROPOSED PROPERTY LINE
PROPERTY TO BE ACQUIRED
FELLOWSHIP DRIVE
EXISTING CONCRETE WALK
COLUMBIA DRIVE 1/2 R/W
U.S. HWY. 80 ST. RT. 67