Tuesday, November 18, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

1:00 P.M. Lunch with Carl Vinson Institute (Small Conference Room)
2:00 P.M. Presentation on the Strategic Plan (Large Conference Room)
4:00 P.M. Strategic Plan Reception (Government Center Foyer)
5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:01 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
700 Poplar Street
Macon, GA
Tuesday, November 18, 2014
MACON-BIBB COUNTY COMMISSION - PRESENTATION ON THE STRATEGIC PLAN

2:00 P.M.
Large Conference Room
Government Center
700 Poplar Street
Macon, GA

Representatives from the Carl Vinson Institute of Government will give a presentation to the Commission on the Strategic Plan.
Tuesday, November 18, 2014
MACON-BIBB COUNTY COMMISSION - STRATEGIC PLAN RECEPTION

4:00 P.M.
Government Center Foyer
700 Poplar Street
Macon, GA 31201
A Strategic Plan Reception honoring the Knight Foundation and the Carl Vinson Institute of Government
### 1. CALL TO ORDER

### 2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

### 3. NEW BUSINESS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Resolution authorizing the Mayor to execute the Kumho Pilot Agreement and approving the Kumho Pilot Payments Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Nov 18, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>3. NEW BUSINESS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Action</td>
<td>Approval of the Committee of the Whole</td>
</tr>
</tbody>
</table>

**File Attachments**

*Res_Kumho_Pilot_Agreement.pdf (2,748 KB)*

<table>
<thead>
<tr>
<th>Subject</th>
<th>Resolution to approve the exercise of eminent domain to acquire in fee simple the property commonly known as 430 Craft Street, 1806 First Avenue, and 1818 First Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Nov 18, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>3. NEW BUSINESS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Action</td>
<td>Ratify action of the Committee of the Whole</td>
</tr>
</tbody>
</table>

**File Attachments**

*Res_Acquire_property_430_Craft_1806_First_1818_First.pdf (743 KB)*
**Subject**: C. Resolution authorizing the Mayor to execute an agreement with T. Y. Lin International, Inc. for the design of the Mercer University Drive signature pedestrian bridge, approaches, and plaza

**Meeting**: Nov 18, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING

**Category**: 3. NEW BUSINESS

**Access**: Public

**Type**: Action

**Recommended Action**: Approval of the Committee of the Whole

**File Attachments**

- Res Agrmt With TY Lin Pedestrian Bridge.pdf (199 KB)

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### 4. ADJOURNMENT
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE THE KUMHO PILOT AGREEMENT AND APPROVING THE KUMHO PILOT PAYMENTS SCHEDULE, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Industrial Authority (the “Industrial Authority”) has issued its $600,000,000 principal face amount Macon-Bibb County Industrial Authority Taxable Revenue Bond (Kumho Tire Georgia Inc. Project), Series 2014 (the “Bond”) for the purpose of financing certain tire manufacturing facilities to be leased to Kumho Tire Georgia, Inc., (“Kumho”) pursuant to a Rental Agreement dated as of December 1, 2014 (the “Rental Agreement”), and this Agreement was a condition to the issuance of the Bond and the delivery of the Rental Agreement; and

WHEREAS, Kumho, the Macon-Bibb County Board of Tax Assessors, the Macon-Bibb County Tax Commissioner (the “Tax Commissioner”), the Board of Commissioners of Bibb County, the Macon Economic Development Commission and the Industrial Authority are parties to that certain Project Agreement dated effective January 29, 2008, as amended by that certain Extension Agreement dated as of July 12, 2013 among the aforesaid parties (together, the “Project Agreement”) pursuant to which the parties agreed to provide Kumho, among other incentives, certain local property tax reductions in exchange for Kumho’s agreement to locate its tire manufacturing facilities in Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Commission wishes to approve an agreement between Macon-Bibb County, Georgia and the Industrial Authority, the Macon-Bibb County Board of Tax Assessors, the Bibb County Public School District, and Kumho (the “Kumho Payment in Lieu of Taxes (PILOT) Agreement”) in order to further implement the provisions of the Project Agreement relating to the local property tax incentives, including without limitation Section 3.1(b)(iii)(b) thereof, as amended, and to provide that Kumho will pay, as set forth in the Project Agreement, certain amounts in lieu of taxes equal to certain percentages of the ad valorem tax which would otherwise be due if Kumho and not the Industrial Authority held full legal title to the Project, as defined in the Rental Agreement; and

WHEREAS, for purposes of satisfying the requirements of Section 7 of the Kumho PILOT Agreement, the Macon-Bibb County Commission, as a taxing authority, also wishes to
approve the Kumho Payment in Lieu of Taxes (PILOT) Payments Schedule, (the Kumho PILOT Payments Schedule);

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 the agreement between Macon-Bibb County, Georgia and the Authority, the Macon-Bibb County Board of Tax Assessors, the Bibb County Public School District, and Kumho, (the Kumho PILOT Agreement), in substantially the same form as attached hereto as Exhibit “A”;

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission approves and agrees to the Kumho PILOT Payments Schedule, in substantially the same form as attached hereto as Exhibit “B”.

SO RESOLVED this _____ day of __________________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ___________________________
SHELIA A. THURMOND, CLERK OF COMMISSION
PAYMENT IN LIEU OF TAXES AGREEMENT
DATED AS OF DECEMBER 1, 2014

BY AND AMONG
MACON-BIBB COUNTY, GEORGIA
MACON-BIBB COUNTY INDUSTRIAL AUTHORITY,
MACON-BIBB COUNTY BOARD OF TAX ASSESSORS,
BIBB COUNTY SCHOOL DISTRICT,
AND
KUMHO TIRE GEORGIA INC.
PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “Agreement”), dated as of December 1, 2014, is among MACON-BIBB COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), MACON-BIBB COUNTY INDUSTRIAL AUTHORITY, a body corporate and politic created and existing under the Constitution and laws of the State of Georgia (the “Issuer”), MACON-BIBB COUNTY BOARD OF TAX ASSESSORS (the “Board”), the BIBB COUNTY PUBLIC SCHOOL DISTRICT, acting through the Board of Education of Bibb County (the “School District”) and KUMHO TIRE GEORGIA INC., a corporation duly organized and existing under the laws of the State of Delaware, and duly qualified to conduct business in the State of Georgia, and its successors and assigns (the “Company”).

WITNESSETH:

WHEREAS, the Issuer has issued its $600,000,000 principal face amount Macon-Bibb County Industrial Authority Taxable Revenue Bond (Kumho Tire Georgia Inc. Project), Series 2014 (the “Bond”) for the purpose of financing certain tire manufacturing facilities to be leased to the Company pursuant to a Rental Agreement dated as of December 1, 2014 (the “Rental Agreement”), and this Agreement was a condition to the issuance of the Bond and the delivery of the Rental Agreement; and

WHEREAS, the Company, the Board, Macon-Bibb County Tax Commissioner (the “Tax Commissioner”), the Board of Commissioners of Bibb County, the Macon Economic Development Commission (the “Commission”) and the Issuer are parties to that certain Project Agreement dated effective January 29, 2008, as amended by that certain Extension Agreement dated as of July 12, 2013 among the aforesaid parties (together, the “Project Agreement”) pursuant to which the parties agreed to provide the Company, among other incentives, certain local property tax reductions in exchange for the Company’s agreement to locate its tire manufacturing facilities in the territorial limits of Macon-Bibb County, Georgia (the “County”);

WHEREAS, this Agreement is entered into in order to further implement the provisions of the Project Agreement relating to the local property tax incentives, including without limitation Section 3.1(b)(iii)(b) thereof, as amended, and to provide that the Company will pay, as set forth in the Project Agreement, certain amounts in lieu of taxes equal to certain percentages of the ad valorem tax which would otherwise be due if the Company and not the Issuer held full legal title to the Project, as defined in the Rental Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
1. Definitions.

(a) "15-Year Personal Property" means any machinery, equipment, furniture, computers and office equipment constituting a part of the Project leased to the Company under the Rental Agreement which has a useful life of less than twenty (20) years according to the classification system utilized by the Georgia Department of Revenue and the Board.

(b) "20-Year Personal Property" means any machinery, equipment, furniture, computers and office equipment constituting a part of the Project rented to the Company under the Rental Agreement which has a useful life of twenty (20) years or more according to the classification system utilized by the Georgia Department of Revenue and the Board.

(c) "CIPA" means construction in progress assets.

(d) "Project" shall have the meaning ascribed to it in the Rental Agreement.

(e) "Project Site" shall mean the real property described in Exhibit D of the Project Agreement.

(f) "PILOT Payments" shall mean, collectively, the Real Property Payments, the 20-Year Personal Property Payments and the 15-Year Personal Property Payments.

(g) "Real Property" means any land, buildings or fixtures constituting a part of the Project rented to the Company under the Rental Agreement.

(h) "Taxing Authorities" means the County, School District or any other relevant taxing authority.

(i) "Year" means the calendar year, which is also the tax year for ad valorem tax purposes.

2. **Rental Agreement Not Subject to Ad Valorem Taxation.** The parties acknowledge that the Superior Court of Bibb County has entered a Bond Validation Order in Civil Action No. ___________ declaring that the Rental Agreement creates in the Company only a usufruct and a bailment for hire in the Project, and the Board agrees that it will not contest or challenge this ruling. Each of the parties hereto further acknowledges and agrees that it will not contest such ruling and that the Rental Agreement creates no estate in the Project which is subject to ad valorem taxation.

3. **Valuation.** During the term of the Rental Agreement and while the Issuer holds title thereto, the portion of the Project owned by the Issuer and rented to the Company will be assigned a value by the Bibb County Tax Assessor’s Office in coordination with the Issuer for ad valorem tax purposes as though such property was not exempt from ad valorem taxation (the "Company Valuation"), subject to the right of appeal by the Company as if it were the owner of
such property. During the term of the Rental Agreement and while the Issuer holds title thereto, the Company will pay the PILOT Payments to the Issuer in lieu of the _ad valorem_ taxes which would otherwise be due if the Company and not the Issuer held full legal title thereto. Dates for appeals of valuations for any Year while this Agreement is in effect shall be the same as the dates applicable to like appeals and payments of _ad valorem_ taxes in Bibb County, Georgia.

4. **Payments in Lieu of Taxation.** During the term of the Rental Agreement and while the Issuer holds title to the Project or any portion thereof, the Company annually will pay to the Issuer (or its designee) PILOT Payments as calculated in this Section 4 and Section 5.

   (a) **Real Property.** Beginning in the calendar year following the issuance of a certificate of occupancy for the main production facility forming a part of the Project ("Year 1"), the Company shall make payments in lieu of taxation on such Real Property ("Real Property Payments"), which shall be calculated as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>16%</td>
<td>11</td>
<td>36%</td>
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<tr>
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<td>5%</td>
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<td>74%</td>
</tr>
<tr>
<td>3</td>
<td>7%</td>
<td>8</td>
<td>23%</td>
<td>13</td>
<td>47%</td>
<td>18</td>
<td>82%</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
<td>9</td>
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<tr>
<td>5</td>
<td>13%</td>
<td>10</td>
<td>32%</td>
<td>15</td>
<td>59%</td>
<td>20</td>
<td>100%</td>
</tr>
</tbody>
</table>

   (b) **20-Year Personal Property.** Beginning in Year 1, the Company shall make payments in lieu of taxation on such 20-Year Personal Property ("20-Year Personal Property Payments"), which shall be calculated as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2%</td>
<td>6</td>
<td>16%</td>
<td>11</td>
<td>36%</td>
<td>16</td>
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<td>13%</td>
<td>10</td>
<td>32%</td>
<td>15</td>
<td>59%</td>
<td>20</td>
<td>100%</td>
</tr>
</tbody>
</table>

   (c) **15-Year Personal Property.** Beginning in Year 1, the Company shall make payments in lieu of taxation on such 15-Year Personal Property ("15-Year Personal Property Payments"), which shall be calculated as follows:
<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4%</td>
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<td>27%</td>
<td>11</td>
<td>61%</td>
</tr>
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<td>12%</td>
<td>8</td>
<td>39%</td>
<td>13</td>
<td>79%</td>
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<td>9</td>
<td>46%</td>
<td>14</td>
<td>89%</td>
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<tr>
<td>5</td>
<td>22%</td>
<td>10</td>
<td>53%</td>
<td>15</td>
<td>100%</td>
</tr>
</tbody>
</table>

The percentages payable by the Company listed in this Section 4 above are equal to the percentage of ad valorem taxes which would otherwise be payable by the Company as if it were the fee simple owner of the assets constituting the Project leased to the Company under the Rental Agreement.

5. **First-Year Treatment.** Notwithstanding Section 4 hereof, all PILOT Payments in respect of Real Property, 20-Year Personal Property or 15-Year Personal Property acquired and installed as part of the Project after Year 1 ("Additional Equipment") shall be calculated as if such Additional Equipment were installed in the Project during Year 1 ("First-Year Treatment"). For example, if Year 1 were 2016, an additional investment in equipment with a life less than twenty (20) years and made in 2019, then for tax year 2020, such equipment is either exempt from property taxation or the percentage of ad valorem taxes payable by the Company shall be 4% of the otherwise taxable value of such equipment for 2020. Notwithstanding the foregoing, any Additional Equipment that is used as substitute equipment ("Substituted Equipment") for equipment removed from the Project pursuant to Section 6.2 of the Rental Agreement ("Original Equipment") shall not be afforded First-Year Treatment under this Section 5 and payments in lieu of taxation on such Substituted Equipment shall be calculated as if the Substituted Equipment became part of the Project in the same Year that the Original Equipment became part of the Project.

6. **Company Reports.** Each Year, on or before March 1, the Company will deliver to the Board, the Issuer and the Commission a report (the “Company Report”), which shall be used by the Board in consultation with the Issuer to assign the valuation of the portion of the Project titled in the Issuer. The Company Report shall detail the following:

(i) each item of property which has become part of the Project as of January 1 of the same year;
(ii) each item of property which has become part of the Project in all prior tax years;
(iii) the tax year in which each item of the property became part of the Project;
(iv) the original cost of each item of property;
(v) the value of each item of property for ad valorem tax purposes as if it were owned directly by the Company; and
(vi) a statement of cumulative capital investment and total full-time employees or equivalents compared to the goals set forth for the Company in Exhibit C of the Project Agreement, as amended.
Items (i) through (v) above may be satisfied by the Company’s submission of (a) a proforma Georgia personal property tax return (Form PT-50P) for all personal property constituting a part of the Project and (b) a proforma Georgia real property tax return (Form PT-50R) for all real property and improvements constituting a part of the Project, but in each case, indicating that such property is owned by the Authority and is exempt from ad valorem taxation. Notwithstanding the foregoing, the Company shall not be required to include in the Company Report information regarding any items of personal property located at the Project and constituting inventory. Such return of inventory may be made in the manner and at the time prescribed by Georgia law.

If the Board disagrees with the Company Report, the Board shall notify the Company in writing within thirty (30) days following the receipt of the Company Report, which notice shall set forth any corrections or additions which the Board deems proper. If the Board and the Company are unable to agree on the amended contents of the Company Report during the thirty (30) days following the Company’s receipt of such notice, in addition to any other recourse the Company would have if it were the owner of the Property, (i) the Company may bring suit for declaratory judgment within 120 days after the Board receives the Company Report or (ii) the Company and the Board may elect to resolve the dispute by arbitration.

7. Billing and Dates for PILOT Payments. The Issuer, or such other entity as the Issuer may designate, after coordinating with the Board to assign the value to the portion of the Project titled in the name of the Issuer, and in consultation with the Taxing Authorities, shall bill and collect annually any PILOT Payments due under this Agreement. At the time tax bills are mailed by the County for the Year or at such other reasonable time as the Issuer in consultation with the Taxing Authorities may determine following the submission of the Company Report and assigning of a value as set forth in Section 3, above, the Issuer will provide the Company an invoice for the amount equal to the PILOT Payment due for such Year, which invoice shall take into account any credits against PILOT Payments to which the Company is entitled pursuant to Section 9(b) below. Subject to its rights to appeal as set forth herein, the Company shall pay the invoice in full, by a separate check to the Issuer or its designee on or before October 15 of each year, or within thirty (30) days after the invoice is sent, whichever is later. Notwithstanding the foregoing, the Company shall not be required to make any PILOT Payments until it has received such invoice and, if payment of such invoice is made within thirty (30) days after the Company receives such invoice, no interest or penalties will be due with respect thereto. Any PILOT Payments collected by the Issuer may be retained and/or disbursed in such proportions, percentages, or amounts as determined by the Issuer in its discretion to the Tax Authorities as determined by consultation and coordination between the Issuer and the Taxing Authorities.

8. No PILOT Payment Floor. The parties hereto acknowledge and agree that all PILOT Payments shall be made in the amounts calculated pursuant to this Agreement and no minimum level of PILOT Payments is required.

9. Credits Against PILOT Payments.

(a) It is contemplated that the Project will be exempt from ordinary taxation ad valorem on the Company by the Taxing Authorities during the term of the Rental
Agreement and that the PILOT Payments will be paid in lieu of *ad valorem* taxes. If the Company were to be legally required to pay *ad valorem* taxes on the Project to any of the Taxing Authorities during any Year during the term of the Rental Agreement, (i) the Company's interest in the Real Property, the 20-Year Personal Property and the 15-Year Personal Property will be valued for the purpose of *ad valorem* taxes by the County and the School District in such a manner as to produce *ad valorem* taxes due that are equal to the PILOT Payments due in each Year under this Agreement and (ii) any amounts so paid shall be credited against the PILOT Payments due hereunder, provided that such credits shall not reduce the PILOT Payments due hereunder to an amount less than $0.

(b) The Project Agreement (in particular Section 4 of the Extension Agreement referred to in the recitals hereof and forming part of the Project Agreement) outlines other credits against PILOT Payments to which the Company may be entitled. The invoices for PILOT Payments submitted pursuant to Section 7 above shall include a calculation of such credits.

10. **CIPA Exemption.** Notwithstanding anything contained herein, property classified as CIPA (i) shall not be subject to *ad valorem* taxation by the Taxing Authorities and (ii) shall not be included in property which is subject to PILOT Payments under this Agreement.

11. **Board Intent.** The Board acknowledges that this Agreement is consistent with applicable requirements and that the Board intends to classify for taxation purposes, and value as necessary, the Company's interest in the Project under the Rental Agreement as contemplated in the Rental Agreement and the Project Agreement.

12. **Intergovernmental Agreement.** This Agreement will constitute an intergovernmental agreement under Georgia Constitution Article IX, Sec. III, Paragraph I(a) between the Issuer, the Board and the School District for the respective purposes of this Agreement as they relate to each of the Issuer, the Board and the School District. Each such agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution but will expire upon its complete performance.

13. **Termination of Agreement.** For the tax year 2036 and all subsequent tax years, this Agreement shall be of no further effect.

14. **Benefit.** This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Board and the Company and their respective successors and assigns.

15. **Governing Law.** This Agreement shall be governed by the applicable laws of the State of Georgia.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement among the Company, the Board and the Issuer with respect to the matters addressed herein. This Agreement is subject to the provisions of the Project Agreement, and in the event of any conflict between this Agreement and the Project Agreement, the provisions of the Project Agreement shall control.
17. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which will constitute but one and the same instrument.

[Execution Page to Follow]
IN WITNESS WHEREOF, the County, the Issuer, the Board, the School District and the Company have caused this Agreement to be executed under seal as of the date first above written.

MACON-BIBB COUNTY, GEORGIA

By: ____________________________ Mayor
(SEAL)

Attest: __________________________ Clerk

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

By: ____________________________ Chairman
(SEAL)

Attest: __________________________ Secretary

MACON-BIBB COUNTY BOARD OF TAX ASSESSORS

By: ____________________________
Title: __________________________

BIBB COUNTY SCHOOL DISTRICT

By: ____________________________
Title: __________________________
(SEAL)

[Execution Page for PILOT Agreement; Executions Continue on Next Page]
KUMIIHO TIRE GEORGIA INC.

By: _____________________________ Authorized Agent
(SEAL)

Attest: ___________________________ Authorized Agent

[Execution Page for PILOT Agreement]
### Estimated PILOT Savings and Revenues Under 2014 Deal - Kumho - Macon-Bibb County

**PERSONAL PROPERTY/EQUIPMENT**

**11/6/2014**

**ASSUMPTIONS**

- **Capital investment:**
  - Real Property: $80,000,000
  - Personal Property: $480,000,000
  - **Total Capital Ex:** $560,000,000

**CALCULATIONS**

<table>
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<tr>
<th>Year</th>
<th>Personal Property Assessed Value [After Depreciation and at 40% per GA Law]</th>
<th>Personal Property Depreciation Factor (Applicable Group Classification by GDOR)</th>
<th>Property Taxes (Before Savings)</th>
<th>Savings %</th>
<th>Saved Property Taxes</th>
<th>Payment %</th>
<th>Net Property Taxes Due from Company</th>
<th>32.13% to Board of Education</th>
<th>32.13% to Macon-Bibb County</th>
<th>33.13% Retained by Industrial Authority</th>
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**TOTAL**

- **Personal Property Tax Savings:** $48,570,315
- **Estimated PILOTs to Be Paid:** $17,722,920

**Footnotes**

1. Based on the 2014 millage rate in unincorporated Macon-Bibb County, Georgia; no increase in millage is assumed.
2. Majority of the Project is assumed to be placed in service by Year 1, which is currently estimated to be 2017 (CIP & phases not included in this analysis). Investment may increase overtime; assumes no reinvestment.
3. Depreciation on Personal Property is assumed on the basis of the Group III conversion factors (assets that have a typical economic life of 13+ years). A relatively small portion of FF&E Personal Property in Project may be classified as Group II (economic life of between 8 and 12 years) and is not included in this working analysis.
4. Capital investment is conservatively estimated at 85% of maximum bond amount; breakdown between Real and Personal Property based on current estimates.
## Estimated PILOT Savings and Revenues Under 2014 Deal - Kumho - Macon-Bibb County

### REAL PROPERTY

#### 11/2/2014

##### ASSUMPTIONS
- **Capital Investment**: $50,000,000
- **Real Property**: $439,000,000
- **Personal Property**:
- **Total Capital Investment**: $510,000,000

##### Mileage Rate
- **Assessed Value @ 40%**
- **0.0375470**

### CALCULATIONS

<table>
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<tr>
<th>Year</th>
<th>Real Property Assessed Value (At 40% per GA law)</th>
<th>Property Taxes (Before Savings)</th>
<th>Savings %</th>
<th>Saved Property Taxes</th>
<th>Payment %</th>
<th>Net Property Taxes Due from Company</th>
<th>33 1/3% to Board of Education</th>
<th>33 1/3% to Macon-Bibb County</th>
<th>33 1/3% Retained by Industrial Authority</th>
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**TOTAL**  

- **Estimated Real Property Tax Savings**: $14,382,003  
- **Estimated PILOTs to be Paid**: $3,648,077  
- **Overall Savings%**: 60%

---

**Footnotes**

1. Based on the 2014 mileage rate in unincorporated Macon-Bibb County, Georgia; no increase in mileage is assumed.
2. Majority of the Project is assumed to be placed in service by Year 1, which is currently estimated to be 2017 (CIP & phases not included in this analysis). Investment may increase over time; assumes no reinvestment.
3. Depreciation is not provided for Real Property.
4. Capital investment is conservatively estimated at 85% of maximum bond amount; breakdown between Real and Personal Property based on current estimates.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE EXERCISE OF EMINENT DOMAIN TO ACQUIRE IN FEE SIMPLE THE PROPERTY COMMONLY KNOWN AS 430 CRAFT STREET, 1806 FIRST AVENUE, AND 1818 FIRST AVENUE, MACON, BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission has determined that the public needs of Macon-Bibb County require the acquisition of property commonly known as 430 Craft Street as part of the Pleasant Hill Mitigation project for the relocation of the Little Richard Penniman house which will serve as a community center for the public;

WHEREAS, the Macon-Bibb County Commission has determined that the public needs of Macon-Bibb County require the acquisition of property commonly known as 1806 First Avenue, Macon, Bibb County, Georgia and property commonly known as 1818 First Avenue, Macon, Bibb County, Georgia as part of the Jefferson Long Park project for the public’s use as a green space; and

WHEREAS, the Macon-Bibb County Commission has determined that the acquisition of property located at 430 Craft Street, Macon, Georgia, 1806 First Avenue, Macon, Georgia, and 1818 First Avenue, Macon, Georgia, more particularly described in Exhibit “A” (hereinafter referred to as the “Property”), which is attached hereto and incorporated herein by reference, is necessary and appropriate for the aforementioned public uses;

WHEREAS, attempts to acquire clear title to said Property through good faith negotiations with the owner(s) of the Property pursuant to O.C.G.A. § 22-1-9 have been unsuccessful;

WHEREAS, it is necessary that said Property be acquired by the exercise of eminent domain;

WHEREAS, the Macon-Bibb County Commission gave proper notice to all interested parties pursuant to O.C.G.A. § 22-1-10 regarding its consideration of this Resolution authorizing the use of eminent domain to acquire the Property;

WHEREAS, all interested parties have received a written statement of rights and sample motion, as promulgated by the Department of Community Affairs for the State of Georgia, pursuant to O.C.G.A. § 22-1-10;

WHEREAS, notice of the Macon-Bibb County Commission’s meeting to consider this Resolution was published in The Telegraph on Thursday, November 13, 2014;

WHEREAS, signs were posted on the Property stating the date, time, and place of the Macon-Bibb County Commission’s meeting to consider this Resolution, as required by O.C.G.A. § 22-1-10;
WHEREAS, the Macon-Bibb County Commission is prepared to pay the owners of the Property just and adequate compensation for the acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that circumstances are such that it is necessary and proper that the Property described herein be acquired by the Macon-Bibb County Commission through eminent domain.

BE IT FURTHER RESOLVED, that the attorney for the Macon-Bibb County Commission, Duke R. Groover of JAMES-BATES-BRANNAN-GROOVER-LLP, and Macon-Bibb County are hereby authorized to acquire said Property by eminent domain according to the requirements and procedures of law.

SO RESOLVED this ___ day of _________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________
SHEILA THURMOND, CLERK OF COMMISSION
EXHIBIT A

Description and Location of the Property:

430 Craft Street, Macon, GA

All that lot or parcel of land in the City of Macon, County of Bibb and State of Georgia, being at the northeast corner of Craft Street and Craft Lane, fronting thirty (30) feet on the east side of Craft Street and with this width running back in an easterly direction along the north side of Craft Lane a distance of one hundred seventy (170) feet; having a house thereon known as 430 Craft Street (Old No. 366), and being the same property conveyed to Anna Parker by Sarah Craft on February 28, 1891, by deed recorded in the Clerk’s Office of Bibb Superior Court in Book 65, folio 304, and by Anna Parker to Angeline Tapley, et al. on March 10, 1902, by deed recorded in Book 105, folio 167. This is also the same property described in a quit-claim deed from Annie Tapley to Robert F. Lamar dated August 18, 1953 and recorded in Deed Book 665, Page 427, said Clerk’s Office.

1806 First Avenue

All that tract or parcel of land in the City of Macon, Bibb County, Georgia and more particularly described as Lot 28 of a subdivision of the George S. Jones Estate, City of Macon, Bibb County, Georgia as appears from plat thereof made by William Branan, Jr., C.E., February 13, 1939, recorded in Plat Book 9, folio 175. Said lot No. 28 fronts forty-one and five-tenths (41.5) feet on First Avenue.

Said lot being part of the same property conveyed to C. Baxter Jones from First National Bank & Trust Company, executors of estate of Georgia S. Jones per deed dated January 10, 1939 and recorded in Book 468, folio 53, Clerk’s Office, Bibb County, Georgia.

Said property is part of the same property conveyed to W.M. Nottingham from E.T. Nottingham by warranty deed dated November 1, 1955, and recorded in Book 717, folio 612, Clerk’s Office, Bibb Superior Court, Macon, Georgia.

This is part of the same property conveyed to William H. Stephens from W.M. Nottingham by warranty deed dated September 7, 1956, and recorded in Deed Book 738, page 182, said Clerk’s Office.
1818 First Avenue

All that tract or parcel of land in the City of Macon, Bibb County, Georgia and more particularly described as Lot 27 of a subdivision of the George S. Jones Estate, City of Macon, Bibb County, Georgia as appears from plat thereof made by William Branan, Jr., C.E., February 13, 1939, recorded in Plat Book 9, folio 175. Said lot No. 27 fronts thirty-five and three-tenths (35.3) feet on First Avenue.

Said lot being part of the same property conveyed to C. Baxter Jones from First National Bank & Trust Company, executors of estate of Georgia S. Jones per deed dated January 10, 1939 and recorded in Book 468, folio 53, Clerk’s Office, Bibb County, Georgia.

Said property is part of the same property conveyed to W.M. Nottingham from E.T. Nottingham by warranty deed dated November 1, 1955, and recorded in Book 717, folio 612, Clerk’s Office, Bibb Superior Court, Macon, Georgia.

This is part of the same property conveyed to William H. Stephens from W.M. Nottingham by warranty deed dated September 7, 1956, and recorded in Deed Book 738, page 182, said Clerk’s Office.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY
AND T.Y. LIN INTERNATIONAL, INC. FOR PROFESSIONAL SERVICES RELATED
TO THE DESIGN OF THE MERCER UNIVERSITY DRIVE SIGNATURE
PEDESTRIAN BRIDGE, APPROACHES, AND PLAZA USING TAX ALLOCATION
BOND (SECOND STREET TAD-2) 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 Mayor is authorized to execute
an agreement, and any required amendments to the same, with T.Y. Lin International, Inc. for
professional services related to the design of the Mercer University Drive Signature Pedestrian
Bridge, Approaches and Plaza using Tax Allocation Bond (Second Street TAD-2) Funds, in
substantially the same form as attached hereto as Exhibit “A”

SO RESOLVED this _____ day of ________________ , 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________________________
SHELIA A. THURMOND, CLERK OF COMMISSION
Tuesday, November 18, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:01 P.M.
Commission Chamber
Government Center
700 Poplar Street
Macon, GA

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

Subject | A. Pre-Commission Meeting on November 4, 2014
Meeting | Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category | 4. APPROVAL OF MINUTES
Access | Public
Type | Minutes

File Attachments
11-4-2014 Pre Commission Meeting.pdf (218 KB)

Subject | B. Regular Commission Meeting on November 4, 2014
Meeting | Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category | 4. APPROVAL OF MINUTES
Access | Public
Type | Minutes

File Attachments
11-4-2014 Regular Commission Meeting.pdf (410 KB)

5. INVITED GUESTS

Subject | A. Presentation of Proclamation to Robert "BJ" Shepherd, President-Bibb Association of Educators, in recognition of "American Education Week"
Meeting | Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category | 5. INVITED GUESTS
6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

Subject: A. NO REPORTS - The Committees did not meet on Tuesday, November 11th due to the observance of Veterans Day.

Meeting: Nov 18, 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 the Kumho Pilot Agreement and approving the Kumho Pilot Payments Schedule

Meeting: Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

File Attachments:
Res Kumho Pilot Agreement.pdf (2.748 KB)

Subject: B. Resolution to approve the exercise of eminent domain to acquire in fee simple the property commonly known as 430 Craft Street, 1806 First Avenue, and 1818 First Avenue

Meeting: Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Approval of the Committee of the Whole

File Attachments:
Res Acquire property 430 Craft 1806 First 1818 First.pdf (743 KB)

Subject: C. Resolution authorizing the Mayor to execute an agreement with T. Y. Lin International, Inc. for the design of the Mercer University Drive signature pedestrian bridge, approaches, and plaza

Meeting: Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
10. NEW BUSINESS

Subject A. Resolution requesting that the Local Legislative Delegation introduce Legislation during the 2015 Session of the Georgia General Assembly for the purpose of amending Section 23 of the Charter of Macon-Bibb County to reduce the total budget reduction required by Fiscal Year 2019 be reduced from a total of twenty percent (20%) to a total of ten percent (10%) percent of the Fiscal Year 2014 operating budget

Meeting Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 10. NEW BUSINESS

Access Public

Type Action

Recommended Action Refer to the Operations and Finance Committee

File Attachments
   Res Introduce Legislation during 2015 Session (2).pdf (207 KB)

Subject B. Resolution authorizing the acceptance of the Tourism Product Development Grant in the amount of $4,645 awarded to the Mayor’s Office

Meeting Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 10. NEW BUSINESS

Access Public

Type Action

Recommended Action Refer to the Operations and Finance Committee

File Attachments
   Tourism Product Development Grant $4,645.pdf (316 KB)

Subject C. Resolution authorizing the acceptance of the Christmas with a Deputy Grant in the amount of $2,500 awarded to the Sheriff’s Department

Meeting Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category 10. NEW BUSINESS
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Meeting Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
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Meeting Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
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**File Attachments**
- Christmas with a Deputy Grant $2,500.pdf (428 KB)

### Subject
E. Resolution authorizing the Sheriff to complete the required Department of Public Safety Application to continue to utilize Speed Detection Devices in Macon-Bibb County for Law Enforcement purposes

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**File Attachments**
- Res Agrmt with Lakay Enterprises.pdf (5,229 KB)

### Subject
F. Resolution authorizing the Mayor to execute an Agreement with Due South Investments, LLC for Office Space in the BB&T Building to be occupied by the Public Defender’s Office for the Macon Judicial Circuit

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Subject: G. Resolution reappointing Mike Gardner and Reverend Evans Brown to the Dr. Martin Luther King, Jr. Commission

Meeting: Nov 18, 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 Agrmt with Due South.pdf (168 KB)

Subject: H. Resolution to appoint Dominique Johnson to fill a vacant seat on the Dr. Martin Luther King, Jr. Commission

Meeting: Nov 18, 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 Reappoint Mike Gardner to MLK Commission.pdf (543 KB)

Subject: I. Resolution to appoint the Superintendent of the Bibb County Board of Education, or his/her designee, to serve on the Dr. Martin Luther King, Jr. Commission

Meeting: Nov 18, 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 Appoint Superintendent to MLK Commission.pdf (543 KB)
Subject: J. Resolution to confirm Mayor Robert Reichert's appointment of Mary Hicks Wimberly to the Macon-Bibb County Fire Civil Service Board

Meeting: Nov 18, 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 Appoint Mary Hicks Wimberly to Fire Civil.pdf (528 KB)

Subject: K. Resolution in support of Senate Bill 2891 (2014) and House Bill 4726 (2014) of the 113th Congress, jointly known as the Renovation in Surface Transportation Act 2014; authorizing the Mayor and Macon-Bibb County Commission to execute a Letter of Support to the Congressional Delegation

Meeting: Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments
- Res Innovation in Surface Transportation Act.pdf (768 KB)

Subject: L. Resolution authorizing the Mayor to apply for, and accept if awarded, the Georgia Recreational Trails Program Grant Application for $100,000 from the Georgia Department of Natural Resources to construct a portion of the Connector Trail between Amerson Waterworks and the Ocmulgee Heritage Trail

Meeting: Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

File Attachments
- Recreational Trails Program Grant $100,000.pdf (181 KB)

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT

Tuesday, November 18, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:01 P.M.
Commission Chamber
Government Center
700 Poplar Street
Macon, GA

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

Subject  A. Pre-Commission Meeting on November 4, 2014
Meeting  Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  4. APPROVAL OF MINUTES
Access  Public
Type  Minutes

File Attachments
11-4-2014 Pre Commission Meeting.pdf (218 KB)

Subject  B. Regular Commission Meeting on November 4, 2014
Meeting  Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category  4. APPROVAL OF MINUTES
Access  Public
Type  Minutes

File Attachments
11-4-2014 Regular Commission Meeting.pdf (410 KB)

5. INVITED GUESTS

Subject  A. Presentation of Proclamation to Robert "BJ" Shepherd, President-Bibb Association of Educators, in recognition of "American Education Week"
Meeting  Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

Subject  
A. NO REPORTS - The Committees did not meet on Tuesday, November 11th due to the observance of Veterans Day.
Meeting  
Nov 18, 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 the Kumho Pilot Agreement and approving the Kumho Pilot Payments Schedule
Meeting  
Nov 18, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
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Recommended Action  
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Recommended Action: Refer to the Public Safety Committee

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Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Operations and Finance Committee

File Attachments:
- Recreational Trails Program Grant $100,000.pdf (181 KB)
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
November 4, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on
November 4, 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 Lucas

Commission Members Absent
Commissioner Mallory Jones, III
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Commission Members Absent
Commissioner Ed DeFore was absent due to attending a Macon Water Authority retreat in
Atlanta, Georgia. Commissioner DeFore is a Macon-Bibb County Commission representative
serving on the Macon Water Authority.

Staff Present
Dale Walker- County Manager
Judd Drake- County Attorney
Reggie McClendon – Assistant County Attorney
Shelia Thurmond – Clerk of Commission
Charles Coney – Assistant County Manager (Operations)
Steve Layson – Assistant County Manager (Infrastructure)
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator
Sam Henderson, Executive Assistant to the Mayor

News Media Present
Jim Gaines – The Telegraph
Kristen Swilley – 13 WMAZ
Ron Wildman – 58 WPGA

Visitors Present
Brittney Childs – Industrial Authority
Bibb County Retirees
Josh Rogers – Newtowm Macon
Hal Baskin – Newtown Macon
Bud Fletcher
Bob Fickling

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

The Mayor asked for a motion to amend the agenda to add an item of New Business for the Committee of the Whole, that is time sensitive, which is a Resolution approving a request by Urban Development Concepts, LLC to draw approximately $150,000.00 in Bond Funds from the $5,000,000.00 Development Authority of Bibb County Revenue Bonds (Newtow Macon/Urban Development Concepts Project) Series 2012 for acquisition and closing costs of the former Goodwill Store property located 555 Poplar Street.

Discussion: Commissioners Lucas and Jones expressed concern about the number of last-minute items coming to the Commission for approval. County Attorney Drake stated this was a request that needed action by the Commission in ten days. He stated he received the request on November 3rd and that it had been received by the Finance Director on October 23rd. He further stated that they were within the ten days, but action was needed today as the funding would automatically go into effect as agreed upon in the Management Agreement with the former Bibb County Commission. Mayor Reichert stated the request for the $150,000 would expend the remainder of the funds left on the bond.

ACTION:

- On motion of Commissioner Schlesinger, seconded by Commissioner Bechtel, and carried unanimously, the agenda was amended to add the Resolution.

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

Mayor Reichert reviewed the Old Business agenda items for tonight’s Regular Commission Meeting and stated New Business items would be referred to Committee for action.

AGENDA ITEMS

PRAYER

A. Reverend Paul Little, II – Mt. Zion Baptist Church

PLEDGE OF ALLEGIANCE

GCAP Students, Faith Engle and Deep Patel

APPROVAL OF MINUTES

A. Special Called Meeting on October 21, 2014 (Resolution adopting the Master Statement of Investment Policy)
B. Pre-Commission Meeting on October 21, 2014
C. Regular Commission Meeting on October 21, 2014
INVITED GUESTS

A. Sister City Student Exchange with Kurobe, Japan - ten students to receive lapel pins and to be given Honorary Citizen certificates
B. Knight Cities Challenge Grant -- Beverly Blake
C. Dr. James Bumpus, Director of Small Business Affairs (Reverse Vendors Fair)
D. Rev. Sharon Horner (invited by Commissioner Lucas) of Gray Chapel AME Church

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs to give their Committee reports.

A. Operations and Finance Committee – Chairman Bechtel
B. Economic and Community Development Committee – Chairman Schlesinger
C. Public Safety Committee - Chairman Shepherd
D. Facilities and Engineering Committee – Chairman Tillman

CONSENT AGENDA

A. New Alcoholic Beverage License for Ocmulgee Traders Macon, LLC located at 455 Poplar Street
B. New Alcoholic Beverage License for Get Your Fix, LLC d/b/a Doughboy Pizza located at 518 Cherry Street
C. New Alcoholic Beverage License for C & F Convenient Food Store located at 2475 Houston Avenue
D. New Alcoholic Beverage License for City Lights located at 1715 Shurling Drive

OLD BUSINESS

A. Resolution requesting that the Facilities Management Department and the Macon-Bibb County Traffic Engineering Department review street lighting and safety precautions currently in place for intersections where pedestrian accidents have occurred and other high volume traffic areas and institute recommended changes
B. Resolution amending the Department of Business and Development Services Administrative Procedures for the enforcement of the Georgia State Minimum Standards Codes
C. Resolution to approve a Plan of Finance (1) issuing certain Tax Allocation District Revenue Bonds, Series 2014, (2) Restructuring and Refinancing certain outstanding obligations of Macon-Bibb County incurred either directly by the City of Macon or Bibb
County or through the Macon-Bibb County Urban Development Authority or the Macon-Bibb County Industrial Authority, (3) Issuing Obligations to finance certain Capital Outlay Projects of Macon-Bibb County; to authorize certain officers and agents of Macon-Bibb County to retain professional services and take certain actions consistent with the purposes and intents of this Resolution

D. Resolution to authorize the acquisition and expenditure of bonds funded pursuant to an Intergovernmental Agreement 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

Discussion: Commissioner Watkins, the Resolution’s sponsor, requested this item be removed from the agenda to eliminate confusion and redundancy as the funding contained therein is included in Item C.

E. Resolution to erect a Memorial Sign in honor of Rev. Jacob Parker to be located on Elm Street near Ebenezer Baptist Church

F. Resolution authorizing the Macon-Bibb County Emergency Management Agency to submit an application to the Georgia Emergency Management Agency for a 2014 Emergency Management Performance Grant Response and Recovery Award

G. Resolution requesting that the Local Legislative Delegation introduce Legislation during the 2015 Session of the Georgia General Assembly to provide for a Non-Binding Advisory Referendum for the purpose of ascertaining whether the Macon-Bibb County Commission should levy a dedicated Mil of Ad Valorem Tax for the purpose of realizing additional revenue for the support of Cultural Art Services and Museum Facilities, Economic Development, Indigent Health Care, and Paratransit Services

H. Resolution confirming Mayor Robert Reichert’s appointment of Louie Hargrove, Rick Hutto, Clifford Rushin, and Walter Timley to the Fire Civil Service Board

I. 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

J. Resolution approving changes in Macon-Bibb County’s Group Health Plan, including design, eligibility and premium contribution changes

K. 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

L. Ordinance granting Atlanta Gas Light Company, a Georgia Corporation, hereinafter designated as “Company” its successors and assigns, the Right and Franchise to use and occupy the Streets, Avenues, Roads, Public Highways, Alleys, Lanes, Ways, Parks, and other public places of Macon-Bibb County, Georgia, for constructing, maintaining, renewing, repairing, and operating a Gas Works and Gas Distribution System, and other
necessary means for manufacturing, transmitting, distributing and selling of manufactured, natural or commingled gas within and through Macon-Bibb County, Georgia; and fixing the terms and conditions of such grant; to provide provisions governing the franchise fee calculation

M. Ordinance to appropriate $12,000 from Fund Balance to Non-Departmental to cover employee parking contract

N. Ordinance to appropriate $17,000 from Fund Balance to the Economic and Community Development Office to cover Main Street expenses including Christmas Lights

O. Ordinance to appropriate $23,000 in the Commissary Fund to operating equipment general

P. Ordinance to appropriate $60,000 from Fund Balance to the Economic and Community Development Office from a repayment that should be placed in ECD fund

Q. Ordinance to appropriate $2,264,489 from SPLOST Fund to FY 15 SPLOST Budget

R. Resolution approving a request by Urban Development Concepts, LLC to draw approximately $150,000.00 in Bond Funds from the $5,000,000.00 Development Authority of Bibb County Revenue Bonds (NewTown Macon/Urban Development Concepts Project) Series 2012 for acquisition and closing costs of the former Goodwill Store property located 555 Poplar Street pending approval of the Committee of the Whole.

The Mayor stated all New Business items on the Regular Commission Agenda would be referred to Committee for action.

**NEW BUSINESS**

A. Resolution approving a request by Urban Development Concepts, LLC to draw approximately $150,000.00 in Bond Funds from the $5,000,000.00 Development Authority of Bibb County Revenue Bonds (NewTown Macon/Urban Development Concepts Project) Series 2012 for acquisition and closing costs of the former Goodwill Store property located 555 Poplar Street

Discussion: Josh Rogers, President of NewTown Macon, gave an overview of the project and the need to purchase the building prior to it being auctioned in order to control its future use. He stated the building would be purchased using 100% bond funds until a developer could be secured and then it would be a 50% bank loan, ten percent (10%) owner equity, and 40% bond funds.

**ACTION:**

- On motion of Commissioner Tillman, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved and will be considered for ratification at tonight's Regular Commission meeting as item R under Old Business.

DISCUSSION:

Commissioner Lucas asked if there was a list of items to be covered during the upcoming Local Legislative Delegation Meeting on November 18th other than the proposed Referendum on tonight’s agenda. Mayor Reichert stated he planned to speak on transportation and infrastructure funding; however, he could put an agenda together and distribute to each Commissioner for any additional items of interest.

It was agreed that all Commissioners could submit items they wanted to be discussed with the Legislative Delegation to the Mayor and/or Mayor Pro Tem for consideration at their Monday morning meeting prior to the Legislative Delegation meeting. The Mayor also encouraged all Commissioners to attend the meeting which will be at 10:00 AM at the Regional Commission on November 18, 2014.

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

______________________________
Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
November 4, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on
November 4, 2014 at 6:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present:

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

Commission Members Absent:

Commissioner Ed DeFore was absent due
to attending a Macon Water Authority
Retreat in Atlanta, Georgia.

Staff Present:

Dale Walker – County Manager
Judd Drake – County Attorney
Crystal Jones – Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Chris Floore – Asst. to County Manager
Keith Moffett – E-911 Director
Kevin Barrere – Public Affairs
Sheila Thurmond – Clerk of Commission
Steve Layson – Asst. Co. Mgr – Infrastructure
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Trae McCombs – Public Affairs
Dr. James Bumpus – Dir., Small Business Affairs

Guests in Attendance

Exchange Students - Kurobe, Japan
Sponsors and Host Families
Bibb County Retirees
Brittney Childs – Industrial Authority
Sheriff David Davis
Susan Welsh – Museum of Arts & Sciences
Andy Galloway, Medical Center/Navicent Health
Rick Jones, Macon Transit Authority
Billy Pitts
Starr Purdue
Andy Ambrose – Tubman Museum

News Media Present

Jim Gaines – The Telegraph
Ron Wildman – 58 WPGA
Kristen Swilley – 13 WMAZ
Macon-Bibb County GCAPS Students:
   Faith Engle    Malik Thomas
   Deep Patel    Anthony Haugabrook

CALL TO ORDER

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

PRAYER

The prayer was rendered by Reverend Paul Little, II of Mt. Zion Baptist Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by GCAPS students Faith Engle of First Presbyterian Day School and Deep Patel of Stratford Academy.

APPROVAL OF MINUTES

A. Special Called Meeting on October 21, 2014 (Resolution adopting the Master Statement of Investment Policy)
B. Pre-Commission Meeting on October 21, 2014
C. Regular Commission Meeting on October 21, 2014

ACTION:

On motion of Commissioner Larry Schlesinger, seconded by Commissioner Scotty Shepherd, and carried unanimously, the minutes of the Special Called, Pre-Commission and Regular Commission meetings held on October 21, 2014 were approved as presented.


Mayor Reichert stated tonight’s agenda needed to be amended to add an action item (approved during today’s Pre-Commission meeting) which is a Resolution approving the request by Urban Development Concepts, LLC to draw approximately $150,000 in Bond Funds from the $5,000,000 Development Authority of Bibb County Revenue Bonds Series 2012 for the acquisition and closing costs on the former Goodwill Store on Poplar Street.

ACTION:

On motion of Commissioner Larry Schlesinger, seconded by Commissioner Scotty Shepherd, and carried unanimously, the agenda was amended to add Item R to tonight’s agenda for action.

Commissioner Bert Bivins, III voted No.

INVITED GUESTS

Reverend Paul Little, II of Mt. Zion Baptist Church was invited to render the prayer for tonight’s Regular Commission Meeting.

Kurobe, Japan Sister City Exchange Students were presented Macon-Bibb County lapel pins, along with certificates of Honorary Citizenship by Mayor Reichert. The Mayor was presented gifts, along with a letter of greeting from the Mayor of Kurobe, Japan. The students were accompanied by Jessica Clark, sponsors and host families, who were recognized by Mayor Reichert.

Knight Cities Challenge Grant - Beverly Blake gave an overview of the $5 million dollar Knight Cities Challenge Grant of which Macon is one of 26 cities that can receive a share. The grant is offered to groups and organizations for projects to help a city attract talent, expand economic opportunity, or create a culture of civic engagement. She stated the deadline for applying is November 14, 2014 at 5:00 PM.

Dr. James Bumpus, Director of Small Business Affairs, announced a Reverse Vendors Fair would be held on Friday November 14th at the Macon Terminal Station to inform and assist local and minority vendors on the process and procedure on how to do business with Macon-Bibb County.

Rev. Sharon Horner, invited by Commissioner Lucas, was recognized at being the first female minister at Gray Chapel AME Church and was commended for her accomplishments and service to the Church and community. She was accompanied by Rev. Madison, Associate Minister.

PUBLIC COMMENTS ON AGENDA ITEMS

Marie Williams spoke on the need for street lighting at the intersection of Hightower Road and King Street and presented a petition signed by residents requesting street lighting in said area to make it more pedestrian friendly.

Wade Harden stated cuts to health insurance for retired employees would hurt those who need insurance coverage the most. He also stated retirees gave a large portion of their lives to their respective governments working for benefits, including post employment healthcare and that the County had taken very good care of its retired employees and the Consolidated Government was taking away those benefits.

Jan Beeland spoke in favor of the Resolution requesting the Local Legislative Delegation introduce legislation to provide for a Non-Binding Advisory Referendum for the purpose of ascertaining whether the Macon-Bibb County Commission should levy a mil of ad valorem tax for the purpose of realizing additional revenue for the support of cultural arts services and museum facilities which enrich the lives of both children and adults and would provide a stable funding mechanism if approved.
Andrew Galloway, Medical Center/Navicent Health, spoke on the need for funding Indigent Health Care that would be covered in the Non-Binding Advisory Referendum and its importance in ensuring everyone receives high quality medical care. He encouraged aggressive support when the legislation appears on the ballot.

Rufus Holmes thanked those Commissioners who have supported the retention of benefits for Bibb County retirees and urged Commissioners not to tarnish their image by taking away promised benefits to retirees.

Michelle Ward stated her opposition to any funding by Macon-Bibb County to Mercer University for a pedestrian bridge and stated the money could be better used by helping those less fortunate.

Rick Jones stated paratransit funding represented in the Resolution calling for a Non-Binding Advisory Referendum by Local Legislative Delegation would be a great benefit to the community and it would help the Transit Authority meet non-funded mandates by the Federal Government.

Dr. Lindsay Holliday requested that the intersections of Forest Hill Road and Wimbish Road, Forest Hill Road and Lokchapee Drive, and Forest Hill Road and Northside Drive be added to the list of intersections being reviewed for safety.

Judge William Self (Retired Bibb County Probate Court Judge) stated Bibb County's retirees were dedicated and loyal employees and many were paid below their market value. He urged Commissioners not to renege on the benefits set forth at the time of their retirement. He further stated it was morally wrong for those benefits granted upon retirement to be taken away.

REPORTS FROM COMMITTEES AND DEPARTMENTS

**Operations and Finance Committee**

Committee Chairman Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, October 28, 2014 and considered and/or approved the following:

- An enabling Resolution to approve a plan of finance for issuing certain Tax Allocation District Revenue Bonds and restructuring, and financing certain outstanding obligations. The Resolution will finance the following:

  A. General County Bond Projects:
     - General County blight removal - $100,000,000
     - Beall's Hill sidewalks, lights and paving - $2,000,000
     - Wise Avenue blight removal for athletic fields - $2,000,000

  B. TAD Revenue Bond Projects:
     - Pedestrian Bridge at Mercer - $2,200,000
     - Second Street Connector - $2,000,000
     - Remove blight in TAD - $1,000,000
     - Mid-City Square - $2,500,000
     - Bridge super structure, Second Street - $1,000,000

  C. Bibb Mill Center TAD Project:
     - Site preparation and infrastructure improvements - $500,000
D. Renaissance TAD Project:
Ground water remediation, site preparation and infrastructure improvements - $500,000

- A Resolution amending the department of Business and Development Services Administration Procedures.

- A Franchise Agreement with Atlanta Gas Light.

- A Resolution requesting the Local Legislative Delegation to provide for a Non-Binding Advisory Referendum for the purpose of ascertaining whether the Macon-Bibb County Commission should levy a dedicated Mil of Ad Valorem Tax for the purpose of additional revenue to support of the cultural arts services, museum facilities, economic development, indigent health care, and paratransit services.

- A Resolution changing the Macon-Bibb County Group Health Plan including design, eligibility and premium contribution changes, but deleted the DOSE Optimization option, deleted the premium contributions and deleted the recommendation to make retirees who work elsewhere be ineligible for health benefits and deleted removing the spouses of active employees and/or retirees who are working elsewhere and have group health benefits available to them be ineligible for health benefits.

- A 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 OPEB Trust Agreement providing that these Retirement Benefits may be funded by Macon-Bibb County under the Trust Agreement.


**Economic and Community Development Committee**

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, October 28, 2014 and approved the following:

- The Resolution to erect a Memorial Sign in honor of Reverend Jacob Parker to be located on Elm Street near Ebenezer Baptist Church.

- The Resolution authorizing the acquisition and expenditure of Revenue Bond Allocation in the amount of $10,000,000 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.

- The 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.
- Received an update from the Recreation Department who had been studying options for a new Senior Citizen Center.

- Received an update on the evaluation of the Freedom Park swimming pool from Oasis Consulting Services.

Public Safety Committee

Committee Chairman Scotty Shepherd reported the Public Safety Committee met on Tuesday, October 28, 2014 and considered and/or approved the following:

- The appointment of Louie Hargrove, Rick Hutto, Clifford Rushin, and Walter Timley to the Fire Civil Service Board. There is one vacancy left to be filled that the Committee hopes to fill at the November 25, 2014 meeting.
- The Ordinance to require patrons to be 21 to enter a bar which was soundly defeated.

Facilities and Engineering Committee

Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on October 28, 2014 and considered the following:

- The Committee heard a report from the Bibb County Sheriff's Office and the Facilities Management Office regarding the deaths from pedestrians crossing the street at night. Nigel Floyd, Traffic Engineer, stated that many of the roads mentioned were State roads and the Georgia Department of Transportation would have to approve any lighting changes. The Administration will continue to evaluate street lighting and take immediate action on lighting improvements and report back when these improvements are completed.

- The Committee heard a report on how Peachtree City utilizes motorized carts. The Committee will continue to investigate the use of motorized carts on several streets downtown.

CONSENT AGENDA

A. New Alcoholic Beverage License for the following establishments:

1. Ocmulgee Traders Macon, LLC - located at 455 Poplar Street
2. Get Your Fix, LLC d/b/a Doughboy Pizza - located at 518 Cherry Street
3. C & F Convenient Food Store - located at 2475 Houston Avenue
4. City Lights - located at 1715 Shurling Drive

ACTION:

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

OLD BUSINESS

A. Resolution requesting that the Facilities Management Department and the Macon-Bibb County Traffic Engineering Department review street lighting and safety precautions currently in place for intersections where pedestrian accidents have occurred and other high volume traffic areas and institute recommended changes

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission requesting that the Macon-Bibb County Facilities Management Department and the Macon-Bibb County Traffic Engineering Department review street lighting and safety precautions currently in place for intersections where pedestrian accidents have occurred and other high volume traffic areas and institute recommended changes; and for other purposes.

ACTION:

• On motion of Commissioner Jones, seconded by Commissioner Tillman, and carried unanimously, the Resolution was amended to add the intersections of Forest Hill Road and Northside Drive, Forest Hill Road and Lokchapee Drive, Forest Hill Road and Wimbish Road, and Hightower Road and King Street to the list of intersections being reviewed for lighting and safety precautions

ACTION:


B. Resolution amending the Department of Business and Development Services Administrative Procedures for the enforcement of the Georgia State Minimum Standards Codes

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission amending the Department of Business and Development Services Administrative Procedures for the enforcement of the Georgia State Minimum Standard Codes; and for other lawful purposes.

ACTION:


C. Resolution to approve a Plan of Finance (1) issuing certain Tax Allocation District Revenue Bonds, Series 2014, (2) Restructuring and Refinancing certain outstanding obligations of Macon-Bibb County incurred either directly by the City of Macon or Bibb

November 4, 2014
County or through the Macon-Bibb County Urban Development Authority or the Macon-Bibb County Industrial Authority, (3) Issuing Obligations to finance certain Capital Outlay Projects of Macon-Bibb County; to authorize certain officers and agents of Macon-Bibb County to retain professional services and take certain actions consistent with the purposes and intents of this Resolution

- **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission to approve a Plan of Finance (1) issuing certain Tax Allocation District Revenue Bonds, Series 2014, (2) Restructuring and Refinancing certain outstanding obligations of Macon-Bibb County incurred either directly by the City of Macon or Bibb County or through the Macon-Bibb County Urban Development Authority or the Macon-Bibb County Industrial Authority, (3) Issuing Obligations to finance certain Capital Outlay Projects of Macon-Bibb County; to authorize certain officers and agents of Macon-Bibb County to retain professional services and take certain actions consistent with the purposes and intents of this Resolution; and for other purposes.

**Discussion:** Commissioner Jones stated he was not opposed to blight removal but felt a comprehensive plan was needed before money is allocated. Mayor Reichert stated Charles Coney, Assistant County Manager, was in the process of meeting with several departments to come up with a plan. Commissioner Tillman stated the requested allocation would benefit the entire Macon-Bibb County area. Commissioner Bechtel stated before any funds were allocated enabling legislation would have to come back to the Commission for approval. As such, he asked the Commission move ahead with the approval of the Resolution in order for the Tax Allocation Districts to be completed by the end of the year.

**ACTION:**

- Commissioner Jones made a motion to amend the Resolution to remove the $10,000,000 allocation for blight removal. The motion failed due to lack of a second.

- **On the original motion - Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Scotty Shepherd, Virgil Watkins, Jr., and Al Tillman.**

  *Commissioner Mallory Jones, III voted No.*

**D. Resolution to authorize the acquisition and expenditure of bonds funded pursuant to an Intergovernmental Agreement 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**

- **This item was removed from the agenda because was deemed redundant of Item C.**

**E. Resolution to erect a Memorial Sign in honor of Rev. Jacob Parker to be located on Elm Street near Ebenezer Baptist Church**
• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to erect a Memorial Sign in honor of Reverend Jacob Parker to be located on Elm Street near Ebenezer Baptist Church; and for other purposes.

ACTION:


F. Resolution authorizing the Macon-Bibb County Emergency Management Agency to submit an application to the Georgia Emergency Management Agency for a 2014 Emergency Management Performance Grant Response and Recovery Award

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Macon-Bibb County Emergency Management Agency to submit an application to the Georgia Emergency Management Agency for a 2014 Emergency Management Performance Grant Response and Recovery Award; and for other purposes.

ACTION:


G. Resolution requesting that the Local Legislative Delegation introduce Legislation during the 2015 Session of the Georgia General Assembly to provide for a Non-Binding Advisory Referendum for the purpose of ascertaining whether the Macon-Bibb County Commission should levy a dedicated Mil of Ad Valorem Tax for the purpose of realizing additional revenue for the support of Cultural Arts Services and Museum Facilities, Economic Development, Indigent Health Care, and Paratransit Services.

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission requesting that the Local Legislative Delegation introduce Legislation during the 2015 Session of the Georgia General Assembly to provide for a Non-Binding Advisory Referendum for the purpose of ascertaining whether the Macon-Bibb County Commission should levy a dedicated Mil of Ad Valorem Tax for the purpose of realizing additional revenue for the support of Cultural Arts Services and Museum Facilities, Economic Development, Indigent Health Care, and Paratransit Services; and for other purposes.

Discussion: Commissioner Lucas stated unintended consequences could result as legislators could possibly change the legislation in a way that may be unacceptable for the local governing body, and citizens may view the legislation as a tax increase and vote against it. Commissioner Jones stated it was a positive and he supports it because it would allow people to voice their opinion.

ACTION:

Commissioner Elaine Lucas voted No.

H. Resolution confirming Mayor Robert Reichert's appointment of Louie Hargrove, Rick Hutto, Clifford Rushin, and Walter Timley to the Fire Civil Service Board

Clerk read by caption: A Resolution of the Macon-Bibb County Commission confirming Mayor Robert Reichert's appointment of Louie Hargrove, Rick Hutto, Clifford Rushin, and Walter Timley to the Fire Civil Service Board; and for other purposes.

ACTION:


I. 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

Clerk read by caption: 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.

ACTION:


J. Resolution approving changes as amended in Macon-Bibb County's Group Health Plan, including design, eligibility and premium contribution changes

Clerk read by caption: 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.

ACTION:

K. 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.

   • Clerk read by caption: 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.

**ACTION:**

   • Approval by Commissioners Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Virgil Watkins, Jr., and Al Tillman.

   Commissioners Bert Bivins, III, Gary Bechtel, and Scotty Shepherd voted No.

L. Ordinance granting to Atlanta Gas Light Company, a Georgia Corporation, hereinafter designated as "Company" its successors and assigns, the Right and Franchise to use and occupy the Streets, Avenues, Roads, Public Highways, Alleys, Lanes, Ways, Parks, and other public places of Macon-Bibb County, Georgia, for constructing, maintaining, renewing, repairing, and operating a Gas Works and Gas Distribution System, and other necessary means for manufacturing, transmitting, distributing and selling of manufactured, natural or commingled gas within and through Macon-Bibb County, Georgia; and fixing the terms and conditions of such grant; to provide provisions governing the franchise fee calculation.

   • Clerk read by caption: An Ordinance of the Macon-Bibb County Commission, granting to Atlanta Gas Light Company, a Georgia Corporation, hereinafter designated as "Company", its successors and assigns, the Right and Franchise to use and occupy the Streets, Avenues, Roads, Public Highways, Alleys, Lanes, Ways, Parks, and other public places of Macon-Bibb County, Georgia, for constructing, maintaining, renewing, repairing, and operating a Gas Works and Gas Distribution System, and other necessary means for manufacturing, transmitting, distributing and selling of manufactured, natural or commingled gas within and through Macon-Bibb County, Georgia; and fixing the terms and conditions of such grant; to provide provisions governing the franchise fee calculation; to provide an effective date; and for other purposes.

**ACTION:**

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

M. Ordinance to appropriate $12,000 from Fund Balance to Non-Departmental to cover employee parking contract

- Clerk read by caption: An Ordinance of the Commission of Macon-Bibb County, Georgia to appropriate $12,000 from Fund Balance to Non-Departmental for employee parking.

**ACTION:**


N. Ordinance to appropriate $17,000 from Fund Balance to the Economic and Community Development Office to cover Main Street expenses including Christmas Lights

- Clerk read by caption: An Ordinance of the Commission of Macon-Bibb County, Georgia to appropriate $17,000 from Fund Balance to the Economic and Community Development Office.

**ACTION:**

- On motion of Commissioner Jones, seconded by Commissioner Tillman, and carried unanimously, the Ordinance was amended to include Christmas decorations at Ingleside Village


O. Ordinance to appropriate $23,000 in the Commissary Fund to operating equipment general

- Clerk read by caption: An Ordinance of the Commission of Macon-Bibb County to appropriate $23,000 in the Commissary Fund.

**ACTION:**


P. Ordinance to appropriate $60,000 from Fund Balance to the Economic and Community Development Office from a repayment that should be placed in ECD fund

- Clerk read by caption: An Ordinance of the Commission of Macon-Bibb County, Georgia to appropriate $60,000 from Fund Balance to the Economic
and Community Development Office.

**ACTION:**


Q. Ordinance to appropriate $2,264,489 from SPLOST Fund to FY 15 SPLOST Budget

- Clerk read by caption: An Ordinance of the Commission of Macon-Bibb County, Georgia to appropriate $2,264,489 from SPLOST Fund to FY 15 SPLOST Budget.

**ACTION:**


R. Resolution approving a request by Urban Development Concepts, LLC to draw approximately $150,000.00 in Bond Funds from the $5,000,000.00 Development Authority of Bibb County Revenue Bonds (Newtown Macon/Urban Development Concepts Project) Series 2012 for acquisition and closing costs of the former Goodwill Store property located 555 Poplar Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving a request by Urban Development Concepts, LLC to draw approximately $150,000.00 in Bond Funds from the $5,000,000.00 Development Authority of Bibb County Revenue Bonds (Newtown Macon/Urban Development Concepts Project) Series 2012 for acquisition and closing costs of the former Goodwill Store property located 555 Poplar Street; and for other purposes.

**ACTION:**


Commissioner Bert Bivins, III voted No.

**NEW BUSINESS**

A. Resolution to authorize the Mayor to accept the donation of Green Space between East Buford Road and West Buford Road to create a passive park known as Randall Heights Park

*Referred To: Facilities and Engineering Committee*
B. Resolution authorizing the Mayor to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a Roundabout at the intersection of State Route 11/49 and US 41 at Liberty Church Road

Referred To: Facilities and Engineering Committee

C. Ordinance to revise Chapter 26, Article V of the Code of Ordinances, Macon-Bibb County imposing License Fees and Taxes on Insurance and Premiums

Referred To: Operations and Finance Committee

D. Ordinance to amend Charter Appendix II, Division of the Macon-Bibb County Pension and Retirement System of the Code of Ordinances, so as to comply with IRS Notice 2014-19, relating to the Supreme Court Decision in the Windsor Case overturning the Defense of Marriage Act (DOMA)

Referred To: Operations and Finance Committee

E. Ordinance to amend Charter Appendix III, Macon Fire and Police Employees Retirement System of the Code of Ordinances, so as to comply with IRS Notice 2014-19, relating to the Supreme Court Decision in the Windsor Case overturning the Defense of Marriage Act (DOMA)

Referred To: Operations and Finance Committee

GENERAL PUBLIC COMMENTS

Dr. Henry Ficklin, former Macon City Councilman, spoke on the need for a new senior center for senior citizens as approved in the SPLOST. He stated the Frank Johnson Center was not a good choice and would neither fit the needs nor accommodate senior citizens throughout Macon-Bibb County. He further stated the new center needed to be in a central location to serve all demographics of the community in a safe and comfortable environment. Dr. Ficklin also stated the elimination of basketball at some recreation centers needed to be re-evaluated as this eliminated one more activity for the youth of this community.

Dr. Lindsay Holliday requested Commissioners attend the Macon Area Transportation Study (MATS) meeting on tomorrow where changes to the MATS Bylaws are being considered, and stated the Citizens Advisory Committee needed to be strengthened.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 7:58 P.M.

Sheila Thurmond, CCC
Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE THE KUMHO PILOT AGREEMENT AND APPROVING
THE KUMHO PILOT PAYMENTS SCHEDULE, IN SUBSTANTIALLY THE SAME
FORM AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; AND FOR OTHER
PURPOSES.

WHEREAS, the Macon-Bibb County Industrial Authority (the “Industrial Authority”) has issued its $600,000,000 principal face amount Macon-Bibb County Industrial Authority Taxable Revenue Bond (Kumho Tire Georgia Inc. Project), Series 2014 (the “Bond”) for the purpose of financing certain tire manufacturing facilities to be leased to Kumho Tire Georgia, Inc., (“Kumho”) pursuant to a Rental Agreement dated as of December 1, 2014 (the “Rental Agreement”), and this Agreement was a condition to the issuance of the Bond and the delivery of the Rental Agreement; and

WHEREAS, Kumho, the Macon-Bibb County Board of Tax Assessors, the Macon-Bibb County Tax Commissioner (the “Tax Commissioner”), the Board of Commissioners of Bibb County, the Macon Economic Development Commission and the Industrial Authority are parties to that certain Project Agreement dated effective January 29, 2008, as amended by that certain Extension Agreement dated as of July 12, 2013 among the aforesaid parties (together, the “Project Agreement”) pursuant to which the parties agreed to provide Kumho, among other incentives, certain local property tax reductions in exchange for Kumho’s agreement to locate its tire manufacturing facilities in Macon-Bibb County, Georgia; and

WHEREAS, the Macon-Bibb County Commission wishes to approve an agreement between Macon-Bibb County, Georgia and the Industrial Authority, the Macon-Bibb County Board of Tax Assessors, the Bibb County Public School District, and Kumho (the “Kumho Payment in Lieu of Taxes (PILOT) Agreement”) in order to further implement the provisions of the Project Agreement relating to the local property tax incentives, including without limitation Section 3.1(b)(iii)(b) thereof, as amended, and to provide that Kumho will pay, as set forth in the Project Agreement, certain amounts in lieu of taxes equal to certain percentages of the ad valorem tax which would otherwise be due if Kumho and not the Industrial Authority held full legal title to the Project, as defined in the Rental Agreement; and

WHEREAS, for purposes of satisfying the requirements of Section 7 of the Kumho PILOT Agreement, the Macon-Bibb County Commission, as a taxing authority, also wishes to
approve the Kumho Payment in Lieu of Taxes (PILOT) Payments Schedule, (the Kumho PILOT Payments Schedule);

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 the agreement between Macon-Bibb County, Georgia and the Authority, the Macon-Bibb County Board of Tax Assessors, the Bibb County Public School District, and Kumho, (the Kumho PILOT Agreement), in substantially the same form as attached hereto as Exhibit “A”;

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission approves and agrees to the Kumho PILOT Payments Schedule, in substantially the same form as attached hereto as Exhibit “B”.

SO RESOLVED this ___ day of __________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA A. THURMOND, CLERK OF COMMISSION
PAYMENT IN LIEU OF TAXES AGREEMENT

DATED AS OF DECEMBER 1, 2014

BY AND AMONG

MACON-BIBB COUNTY, GEORGIA

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY,

MACON-BIBB COUNTY BOARD OF TAX ASSESSORS,

BIBB COUNTY SCHOOL DISTRICT,

AND

KUMHO TIRE GEORGIA INC.
PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "Agreement"), dated as of December 1, 2014, is among MACON-BIBB COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), MACON-BIBB COUNTY INDUSTRIAL AUTHORITY, a body corporate and politic created and existing under the Constitution and laws of the State of Georgia (the "Issuer"), MACON-BIBB COUNTY BOARD OF TAX ASSESSORS (the "Board"), the BIBB COUNTY PUBLIC SCHOOL DISTRICT, acting through the Board of Education of Bibb County (the "School District") and KUMHO TIRE GEORGIA INC., a corporation duly organized and existing under the laws of the State of Delaware, and duly qualified to conduct business in the State of Georgia, and its successors and assigns (the "Company").

WITNESSETH:

WHEREAS, the Issuer has issued its $600,000,000 principal face amount Macon-Bibb County Industrial Authority Taxable Revenue Bond (Kumho Tire Georgia Inc. Project), Series 2014 (the "Bond") for the purpose of financing certain tire manufacturing facilities to be leased to the Company pursuant to a Rental Agreement dated as of December 1, 2014 (the "Rental Agreement"), and this Agreement was a condition to the issuance of the Bond and the delivery of the Rental Agreement; and

WHEREAS, the Company, the Board, Macon-Bibb County Tax Commissioner (the "Tax Commissioner"), the Board of Commissioners of Bibb County, the Macon Economic Development Commission (the "Commission") and the Issuer are parties to that certain Project Agreement dated effective January 29, 2008, as amended by that certain Extension Agreement dated as of July 12, 2013 among the aforesaid parties (together, the "Project Agreement") pursuant to which the parties agreed to provide the Company, among other incentives, certain local property tax reductions in exchange for the Company's agreement to locate its tire manufacturing facilities in the territorial limits of Macon-Bibb County, Georgia (the "County");

WHEREAS, this Agreement is entered into in order to further implement the provisions of the Project Agreement relating to the local property tax incentives, including without limitation Section 3.1(b)(iii)(b) thereof, as amended, and to provide that the Company will pay, as set forth in the Project Agreement, certain amounts in lieu of taxes equal to certain percentages of the ad valorem tax which would otherwise be due if the Company and not the Issuer held full legal title to the Project, as defined in the Rental Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
1. Definitions.

(a) "15-Year Personal Property" means any machinery, equipment, furniture, computers and office equipment constituting a part of the Project leased to the Company under the Rental Agreement which has a useful life of less than twenty (20) years according to the classification system utilized by the Georgia Department of Revenue and the Board.

(b) "20-Year Personal Property" means any machinery, equipment, furniture, computers and office equipment constituting a part of the Project rented to the Company under the Rental Agreement which has a useful life of twenty (20) years or more according to the classification system utilized by the Georgia Department of Revenue and the Board.

(c) "CIPA" means construction in progress assets.

(d) "Project" shall have the meaning ascribed to it in the Rental Agreement.

(e) "Project Site" shall mean the real property described in Exhibit D of the Project Agreement.

(f) "PILOT Payments" shall mean, collectively, the Real Property Payments, the 20-Year Personal Property Payments and the 15-Year Personal Property Payments.

(g) "Real Property" means any land, buildings or fixtures constituting a part of the Project rented to the Company under the Rental Agreement.

(h) "Taxing Authorities" means the County, School District or any other relevant taxing authority.

(i) "Year" means the calendar year, which is also the tax year for ad valorem tax purposes.

2. Rental Agreement Not Subject to Ad Valorem Taxation. The parties acknowledge that the Superior Court of Bibb County has entered a Bond Validation Order in Civil Action No. ________ declaring that the Rental Agreement creates in the Company only a usufruct and a bailment for hire in the Project, and the Board agrees that it will not contest or challenge this ruling. Each of the parties hereto further acknowledges and agrees that it will not contest such ruling and that the Rental Agreement creates no estate in the Project which is subject to ad valorem taxation.

3. Valuation. During the term of the Rental Agreement and while the Issuer holds title thereto, the portion of the Project owned by the Issuer and rented to the Company will be assigned a value by the Bibb County Tax Assessor's Office in coordination with the Issuer for ad valorem tax purposes as though such property was not exempt from ad valorem taxation (the "Company Valuation"), subject to the right of appeal by the Company as if it were the owner of
such property. During the term of the Rental Agreement and while the Issuer holds title thereto, the Company will pay the PILOT Payments to the Issuer in lieu of the ad valorem taxes which would otherwise be due if the Company and not the Issuer held full legal title thereto. Dates for appeals of valuations for any Year while this Agreement is in effect shall be the same as the dates applicable to like appeals and payments of ad valorem taxes in Bibb County, Georgia.

4. Payments in Lieu of Taxation. During the term of the Rental Agreement and while the Issuer holds title to the Project or any portion thereof, the Company annually will pay to the Issuer (or its designee) PILOT Payments as calculated in this Section 4 and Section 5.

(a) Real Property. Beginning in the calendar year following the issuance of a certificate of occupancy for the main production facility forming a part of the Project (“Year 1”), the Company shall make payments in lieu of taxation on such Real Property (“Real Property Payments”), which shall be calculated as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
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<td>5%</td>
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<td>7%</td>
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<td>23%</td>
<td>13</td>
<td>47%</td>
<td>18</td>
<td>82%</td>
</tr>
<tr>
<td>4</td>
<td>10%</td>
<td>9</td>
<td>27%</td>
<td>14</td>
<td>53%</td>
<td>19</td>
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</tr>
<tr>
<td>5</td>
<td>13%</td>
<td>10</td>
<td>32%</td>
<td>15</td>
<td>59%</td>
<td>20</td>
<td>100%</td>
</tr>
</tbody>
</table>

(b) 20-Year Personal Property. Beginning in Year 1, the Company shall make payments in lieu of taxation on such 20-Year Personal Property (“20-Year Personal Property Payments”), which shall be calculated as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2%</td>
<td>6</td>
<td>16%</td>
<td>11</td>
<td>36%</td>
<td>16</td>
<td>66%</td>
</tr>
<tr>
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<td>5%</td>
<td>7</td>
<td>19%</td>
<td>12</td>
<td>41%</td>
<td>17</td>
<td>74%</td>
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<tr>
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<td>8</td>
<td>23%</td>
<td>13</td>
<td>47%</td>
<td>18</td>
<td>82%</td>
</tr>
<tr>
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<td>9</td>
<td>27%</td>
<td>14</td>
<td>53%</td>
<td>19</td>
<td>91%</td>
</tr>
<tr>
<td>5</td>
<td>13%</td>
<td>10</td>
<td>32%</td>
<td>15</td>
<td>59%</td>
<td>20</td>
<td>100%</td>
</tr>
</tbody>
</table>

(c) 15-Year Personal Property. Beginning in Year 1, the Company shall make payments in lieu of taxation on such 15-Year Personal Property (“15-Year Personal Property Payments”), which shall be calculated as follows:
<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4%</td>
<td>6</td>
<td>27%</td>
<td>11</td>
<td>61%</td>
</tr>
<tr>
<td>2</td>
<td>8%</td>
<td>7</td>
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<td>8</td>
<td>39%</td>
<td>13</td>
<td>79%</td>
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<td>17%</td>
<td>9</td>
<td>46%</td>
<td>14</td>
<td>89%</td>
</tr>
<tr>
<td>5</td>
<td>22%</td>
<td>10</td>
<td>53%</td>
<td>15</td>
<td>100%</td>
</tr>
</tbody>
</table>

The percentages payable by the Company listed in this Section 4 above are equal to the percentage of *ad valorem* taxes which would otherwise be payable by the Company as if it were the fee simple owner of the assets constituting the Project leased to the Company under the Rental Agreement.

5. **First-Year Treatment.** Notwithstanding Section 4 hereof, all PILOT Payments in respect of Real Property, 20-Year Personal Property or 15-Year Personal Property acquired and installed as part of the Project after Year 1 (“Additional Equipment”) shall be calculated as if such Additional Equipment were installed in the Project during Year 1 (“First-Year Treatment”). For example, if Year 1 were 2016, an additional investment in equipment with a life less than twenty (20) years and made in 2019, then for tax year 2020, such equipment is either exempt from property taxation or the percentage of *ad valorem* taxes payable by the Company shall be 4% of the otherwise taxable value of such equipment for 2020. Notwithstanding the foregoing, any Additional Equipment that is used as substitute equipment (“Substituted Equipment”) for equipment removed from the Project pursuant to Section 6.2 of the Rental Agreement (“Original Equipment”) shall not be afforded First-Year Treatment under this Section 5 and payments in lieu of taxation on such Substituted Equipment shall be calculated as if the Substituted Equipment became part of the Project in the same Year that the Original Equipment became part of the Project.

6. **Company Reports.** Each Year, on or before March 1, the Company will deliver to the Board, the Issuer and the Commission a report (the “Company Report”), which shall be used by the Board in consultation with the Issuer to assign the valuation of the portion of the Project titled in the Issuer. The Company Report shall detail the following:

(i) each item of property which has become part of the Project as of January 1 of the same year;
(ii) each item of property which has become part of the Project in all prior tax years;
(iii) the tax year in which each item of the property became part of the Project;
(iv) the original cost of each item of property;
(v) the value of each item of property for *ad valorem* tax purposes as if it were owned directly by the Company; and
(vi) a statement of cumulative capital investment and total full-time employees or equivalents compared to the goals set forth for the Company in Exhibit C of the Project Agreement, as amended.
Items (i) through (v) above may be satisfied by the Company's submission of (a) a pro forma Georgia personal property tax return (Form PT-50P) for all personal property constituting a part of the Project and (b) a pro forma Georgia real property tax return (Form PT-50R) for all real property and improvements constituting a part of the Project, but in each case, indicating that such property is owned by the Authority and is exempt from ad valorem taxation. Notwithstanding the foregoing, the Company shall not be required to include in the Company Report information regarding any items of personal property located at the Project and constituting inventory. Such return of inventory may be made in the manner and at the time prescribed by Georgia law.

If the Board disagrees with the Company Report, the Board shall notify the Company in writing within thirty (30) days following the receipt of the Company Report, which notice shall set forth any corrections or additions which the Board deems proper. If the Board and the Company are unable to agree on the amended contents of the Company Report during the thirty (30) days following the Company's receipt of such notice, in addition to any other recourse the Company would have if it were the owner of the Property, (i) the Company may bring suit for declaratory judgment within 120 days after the Board receives the Company Report or (ii) the Company and the Board may elect to resolve the dispute by arbitration.

7. Billing and Dates for PILOT Payments. The Issuer, or such other entity as the Issuer may designate, after coordinating with the Board to assign the value to the portion of the Project titled in the name of the Issuer, and in consultation with the Taxing Authorities, shall bill and collect annually any PILOT Payments due under this Agreement. At the time tax bills are mailed by the County for the Year or at such other reasonable time as the Issuer in consultation with the Taxing Authorities may determine following the submission of the Company Report and assigning of a value as set forth in Section 3, above, the Issuer will provide the Company an invoice for the amount equal to the PILOT Payment due for such Year, which invoice shall take into account any credits against PILOT Payments to which the Company is entitled pursuant to Section 9(b) below. Subject to its rights to appeal as set forth herein, the Company shall pay the invoice in full, by a separate check to the Issuer or its designee on or before October 15 of each year, or within thirty (30) days after the invoice is sent, whichever is later. Notwithstanding the foregoing, the Company shall not be required to make any PILOT Payments until it has received such invoice and, if payment of such invoice is made within thirty (30) days after the Company receives such invoice, no interest or penalties will be due with respect thereto. Any PILOT Payments collected by the Issuer may be retained and/or disbursed in such proportions, percentages, or amounts as determined by the Issuer in its discretion to the Tax Authorities as determined by consultation and coordination between the Issuer and the Taxing Authorities.

8. No PILOT Payment Floor. The parties hereto acknowledge and agree that all PILOT Payments shall be made in the amounts calculated pursuant to this Agreement and no minimum level of PILOT Payments is required.

9. Credits Against PILOT Payments.

(a) It is contemplated that the Project will be exempt from ordinary taxation ad valorem on the Company by the Taxing Authorities during the term of the Rental
Agreement and that the PILOT Payments will be paid in lieu of *ad valorem* taxes. If the Company were to be legally required to pay *ad valorem* taxes on the Project to any of the Taxing Authorities during any Year during the term of the Rental Agreement, (i) the Company's interest in the Real Property, the 20-Year Personal Property and the 15-Year Personal Property will be valued for the purpose of *ad valorem* taxes by the County and the School District in such a manner as to produce *ad valorem* taxes due that are equal to the PILOT Payments due in each Year under this Agreement and (ii) any amounts so paid shall be credited against the PILOT Payments due hereunder, provided that such credits shall not reduce the PILOT Payments due hereunder to an amount less than $0.

(b) The Project Agreement (in particular Section 4 of the Extension Agreement referred to in the recitals hereof and forming part of the Project Agreement) outlines certain other credits against PILOT Payments to which the Company may be entitled. The invoices for PILOT Payments submitted pursuant to Section 7 above shall include a calculation of such credits.

10. **CIPA Exemption.** Notwithstanding anything contained herein, property classified as CIPA (i) shall not be subject to *ad valorem* taxation by the Taxing Authorities and (ii) shall not be included in property which is subject to PILOT Payments under this Agreement.

11. **Board Intent.** The Board acknowledges that this Agreement is consistent with applicable requirements and that the Board intends to classify for taxation purposes, and value as necessary, the Company's interest in the Project under the Rental Agreement as contemplated in the Rental Agreement and the Project Agreement.

12. **Intergovernmental Agreement.** This Agreement will constitute an intergovernmental agreement under Georgia Constitution Article IX, Sec. III, Paragraph I(a) between the Issuer, the Board and the School District for the respective purposes of this Agreement as they relate to each of the Issuer, the Board and the School District. Each such agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution but will expire upon its complete performance.

13. **Termination of Agreement.** For the tax year 2036 and all subsequent tax years, this Agreement shall be of no further effect.

14. **Benefit.** This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Board and the Company and their respective successors and assigns.

15. **Governing Law.** This Agreement shall be governed by the applicable laws of the State of Georgia.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement among the Company, the Board and the Issuer with respect to the matters addressed herein. This Agreement is subject to the provisions of the Project Agreement, and in the event of any conflict between this Agreement and the Project Agreement, the provisions of the Project Agreement shall control.
17. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which will constitute but one and the same instrument.

[Execution Page to Follow]
IN WITNESS WHEREOF, the County, the Issuer, the Board, the School District and the Company have caused this Agreement to be executed under seal as of the date first above written.

MACON-BIBB COUNTY, GEORGIA

By: ___________________________ Mayor
    (SEAL)

Attest: _________________________ Clerk

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

By: ___________________________ Chairman
    (SEAL)

Attest: _________________________ Secretary

MACON-BIBB COUNTY BOARD OF TAX ASSESSORS

By: ___________________________ Title: ___________________________

BIBB COUNTY SCHOOL DISTRICT

By: ___________________________ Title: ___________________________
    (SEAL)

[Execution Page for PILOT Agreement; Executions Continue on Next Page]
KUMHO TIRE GEORGIA INC.

By: ___________________________  Authorized Agent
(SEAL)

Attest: _________________________  Authorized Agent

[Execution Page for PILOT Agreement]
## Estimated PILOT Savings and Revenues Under 2014 Deal - Kumho - Macon-Bibb County

**PERSONAL PROPERTY/EQUIPMENT**

**ASSUMPTIONS**

<table>
<thead>
<tr>
<th>Capital Investment</th>
<th>Real Property: $80,000,000</th>
<th>Personal Property: $430,000,000</th>
<th>Total Capital Ex: $510,000,000</th>
</tr>
</thead>
</table>

### CALCULATIONS

<table>
<thead>
<tr>
<th>Year</th>
<th>Personal Property Assessed Value (After Depreciation and at 40% per GA law)</th>
<th>Personal Property Depreciation Factor (Applicable Group Classification by GDOR)</th>
<th>Property Taxes (Before Savings)</th>
<th>Savings %</th>
<th>Saved Property Taxes</th>
<th>Payment %</th>
<th>Net Property Taxes Due from Company</th>
<th>33 1/3% to Board of Education</th>
<th>33 1/3% to Macon-Bibb County</th>
<th>33 1/3% Retained by Industrial Authority</th>
</tr>
</thead>
<tbody>
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<td>$159,841</td>
<td>$21,665.02</td>
<td>$21,665.02</td>
<td>$21,665.02</td>
</tr>
</tbody>
</table>

**TOTAL** | $67,293,235 | 74.0% | $49,570,316 | 26.0% | $17,722,920 | $5,907,046.21 | $5,907,046.21 | $5,907,046.21 |

### Footnotes

1. Based on the 2014 millage rate in unincorporated Macon-Bibb County, Georgia; no increase in millage is assumed.
2. Majority of the Project is assumed to be put in service by Year 1, which is currently estimated to be 2017 (CIP & phases not included in this analysis). Investment may increase over time; assumes no reinvestment.
3. Depreciation on Personal Property is assumed on the basis of the Group II conversion factors (assets that have a typical economic life of 13+ years). A relatively small portion of FF&E Personal Property in Project may be classified as Group II (economic life of between 8 and 12 years) and is not including in this working analysis.
4. Capital Investment is conservatively estimated at 85% of maximum bond amount; breakdown between Real and Personal Property based on current estimates.
## Estimated PILOT Savings and Revenues Under 2014 Deal - Kumho - Macon-Bibb County

### REAL PROPERTY

**ASSESSMENTS**
- **Capital Investment**: $40,000,000
- **Real Property**: $430,000,000
- **Personal Property**: $510,000,000

**CALCULATIONS**

<table>
<thead>
<tr>
<th>Year</th>
<th>Real Property Assessed Value (At 40% per GA law)</th>
<th>Property Taxes (Before Savings)</th>
<th>Savings %</th>
<th>Saved Property Taxes</th>
<th>Payment %</th>
<th>Net Property Taxes Due from Company</th>
<th>33 1/3% to Board of Education</th>
<th>33 1/3% to Macon-Bibb County</th>
<th>33 1/3% Retained by Industrial Authority</th>
</tr>
</thead>
<tbody>
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<td>$1,201,504</td>
<td>$20,023</td>
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**TOTAL** | **$24,030,080** | **60.00%** | **$14,382,003** | **40.00%** | **$9,648,077** | **33 1/3% to Board of Education** | **33 1/3% to Macon-Bibb County** | **33 1/3% Retained by Industrial Authority** |

**Estimated Real Property Tax Savings** | **$14,382,003** | **Estimated PILOTs to Be Paid** | **$9,648,077** |

**Overall Savings%** | **60%** |

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**Footnotes**
1. Based on the 2014 millage rate in unincorporated Macon-Bibb County, Georgia; no increase in millage is assumed.
2. Majority of the Project is assumed to be placed in service by Year 1, which is currently estimated to be 2017 (CIP & phases not included in this analysis). Investment may increase over time; assumes no reinvestment.
3. Depreciation is not provided for Real Property.
4. Capital Investment is conservatively estimated at 85% of maximum bond amount; breakdown between Real and Personal Property based on current estimates.
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE EXERCISE OF EMINENT DOMAIN TO ACQUIRE IN FEE SIMPLE THE PROPERTY COMMONLY KNOWN AS 430 CRAFT STREET, 1806 FIRST AVENUE, AND 1818 FIRST AVENUE, MACON, BIBB COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission has determined that the public needs of Macon-Bibb County require the acquisition of property commonly known as 430 Craft Street as part of the Pleasant Hill Mitigation project for the relocation of the Little Richard Penniman house which will serve as a community center for the public;

WHEREAS, the Macon-Bibb County Commission has determined that the public needs of Macon-Bibb County require the acquisition of property commonly known as 1806 First Avenue, Macon, Bibb County, Georgia and property commonly known as 1818 First Avenue, Macon, Bibb County, Georgia as part of the Jefferson Long Park project for the public’s use as a green space; and

WHEREAS, the Macon-Bibb County Commission has determined that the acquisition of property located at 430 Craft Street, Macon, Georgia, 1806 First Avenue, Macon, Georgia, and 1818 First Avenue, Macon, Georgia, more particularly described in Exhibit “A” (hereinafter referred to as the “Property”), which is attached hereto and incorporated herein by reference, is necessary and appropriate for the aforementioned public uses;

WHEREAS, attempts to acquire clear title to said Property through good faith negotiations with the owner(s) of the Property pursuant to O.C.G.A. § 22-1-9 have been unsuccessful;

WHEREAS, it is necessary that said Property be acquired by the exercise of eminent domain;

WHEREAS, the Macon-Bibb County Commission gave proper notice to all interested parties pursuant to O.C.G.A. § 22-1-10 regarding its consideration of this Resolution authorizing the use of eminent domain to acquire the Property;

WHEREAS, all interested parties have received a written statement of rights and sample motion, as promulgated by the Department of Community Affairs for the State of Georgia, pursuant to O.C.G.A. § 22-1-10;

WHEREAS, notice of the Macon-Bibb County Commission’s meeting to consider this Resolution was published in The Telegraph on Thursday, November 13, 2014;

WHEREAS, signs were posted on the Property stating the date, time, and place of the Macon-Bibb County Commission’s meeting to consider this Resolution, as required by O.C.G.A. § 22-1-10;
WHEREAS, the Macon-Bibb County Commission is prepared to pay the owners of the Property just and adequate compensation for the acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that circumstances are such that it is necessary and proper that the Property described herein be acquired by the Macon-Bibb County Commission through eminent domain.

BE IT FURTHER RESOLVED, that the attorney for the Macon-Bibb County Commission, Duke R. Groover of JAMES-BATES-BRANNAN-GROOVER-LLP, and Macon-Bibb County are hereby authorized to acquire said Property by eminent domain according to the requirements and procedures of law.

SO RESOLVED this ___ day of _______________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: _________________________________
SHEILA THURMOND, CLERK OF COMMISSION
EXHIBIT A

Description and Location of the Property:

430 Craft Street, Macon, GA

All that lot or parcel of land in the City of Macon, County of Bibb and State of Georgia, being at the northeast corner of Craft Street and Craft Lane, fronting thirty (30) feet on the east side of Craft Street and with this width running back in an easterly direction along the north side of Craft Lane a distance of one hundred seventy (170) feet; having a house thereon known as 430 Craft Street (Old No. 366), and being the same property conveyed to Anna Parker by Sarah Craft on February 28, 1891, by deed recorded in the Clerk’s Office of Bibb Superior Court in Book 65, folio 304, and by Anna Parker to Angelina Tapley, et al. on March 10, 1902, by deed recorded in Book 105, folio 167. This is also the same property described in a quit-claim deed from Annie Tapley to Robert F. Lamar dated August 18, 1953 and recorded in Deed Book 665, Page 427, said Clerk’s Office.

1806 First Avenue

All that tract or parcel of land in the City of Macon, Bibb County, Georgia and more particularly described as Lot 28 of a subdivision of the George S. Jones Estate, City of Macon, Bibb County, Georgia as appears from plat thereof made by William Branan, Jr., C.E., February 13, 1939, recorded in Plat Book 9, folio 175. Said lot No. 28 fronts forty-one and five-tenths (41.5) feet on First Avenue.

Said lot being part of the same property conveyed to C. Baxter Jones from First National Bank & Trust Company, executors of estate of Georgia S. Jones per deed dated January 10, 1939 and recorded in Book 468, folio 53, Clerk’s Office, Bibb County, Georgia.

Said property is part of the same property conveyed to W.M. Nottingham from E.T. Nottingham by warranty deed dated November 1, 1955, and recorded in Book 717, folio 612, Clerk’s Office, Bibb Superior Court, Macon, Georgia.

This is part of the same property conveyed to William H. Stephens from W.M. Nottingham by warranty deed dated September 7, 1956, and recorded in Deed Book 738, page 182, said Clerk’s Office.
1818 First Avenue

All that tract or parcel of land in the City of Macon, Bibb County, Georgia and more particularly described as Lot 27 of a subdivision of the George S. Jones Estate, City of Macon, Bibb County, Georgia as appears from plat thereof made by William Branen, Jr., C.E., February 13, 1939, recorded in Plat Book 9, folio 175. Said lot No. 27 fronts thirty-five and three-tenths (35.3) feet on First Avenue.

Said lot being part of the same property conveyed to C. Baxter Jones from First National Bank & Trust Company, executors of estate of Georgia S. Jones per deed dated January 10, 1939 and recorded in Book 468, folio 53, Clerk's Office, Bibb County, Georgia.

Said property is part of the same property conveyed to W.M. Nottingham from E.T. Nottingham by warranty deed dated November 1, 1955, and recorded in Book 717, folio 612, Clerk's Office, Bibb Superior Court, Macon, Georgia.

This is part of the same property conveyed to William H. Stephens from W.M. Nottingham by warranty deed dated September 7, 1956, and recorded in Deed Book 738, page 182, said Clerk's Office.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND T.Y. LIN INTERNATIONAL, INC. FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF THE MERCER UNIVERSITY DRIVE SIGNATURE PEDESTRIAN BRIDGE, APPROACHES, AND PLAZA USING TAX ALLOCATION BOND (SECOND STREET TAD-2) 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 Mayor is authorized to execute an agreement, and any required amendments to the same, with T.Y. Lin International, Inc. for professional services related to the design of the Mercer University Drive Signature Pedestrian Bridge, Approaches and Plaza using Tax Allocation Bond (Second Street TAD-2) Funds, in substantially the same form as attached hereto as Exhibit “A”

SO RESOLVED this ___ day of ________________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: __________________________________
SHELIA A. THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING THAT THE LOCAL LEGISLATIVE DELEGATION INTRODUCE LEGISLATION DURING THE 2015 SESSION OF THE GEORGIA GENERAL ASSEMBLY FOR THE PURPOSE OF AMENDING SECTION 23 OF THE CHARTER OF MACON-BIBB COUNTY TO REDUCE THE TOTAL BUDGET REDUCTION REQUIRED BY FISCAL YEAR 2019 BE REDUCED FROM A TOTAL OF TWENTY PERCENT (20%) TO A TOTAL OF TEN PERCENT (10%) OF THE FISCAL YEAR 2014 OPERATING BUDGET; AND FOR OTHER PURPOSES.

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

WHEREAS, Section 23 of the Act requires that the general operating budget of Macon-Bibb County must be reduced by five percent (5%) per year over a period of no less than four (4) years for a total reduction of twenty percent (20%) by Fiscal Year 2019; and

WHEREAS, these mandated budget reductions, coupled with the decline in budgeted revenues for FY 2015, will significantly impact the ability of the Macon-Bibb County Commission to continue to provide adequate funding for all the services and governmental needs required for the citizens of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission believes that, in order to provide the services, amenities, and safety measures needed for the citizens of Macon-Bibb County, the overall budget reduction required under Section 23 of the Act should be reduced from a total reduction of twenty percent (20%) by Fiscal Year 2019, to a total reduction of ten percent (10%) by Fiscal Year 2019; and

WHEREAS, Section 23 of the Macon-Bibb Charter would be amended to state that the twelve (12) month budget of the unified government for Fiscal Year 2019 shall not exceed an amount equal to ninety percent (90%) of the fiscal year 2014 general operating budget, plus
increases due to inflation as specified in the Consumer Price Index, but not including capital road improvements and other special revenue funds; and

WHEREAS, such a change would result in a ten percent (10%) decrease from the Fiscal Year 2014 budget in lieu of the currently required twenty percent (20%) decrease from the Fiscal Year 2014 budget; and

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission requests that the local legislative delegation introduce legislation during the 2015 Session of the Georgia General Assembly for the purpose of amending Section 23 of the Charter of Macon-Bibb County to reduce the total budget amount reduction required by Fiscal Year 2019 be reduced from a total of twenty percent (20%) to a total of ten (10%) of the Fiscal Year 2014 budget.

SO RESOLVED this ____ day of ____________, 2014.

BY:

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE TOURISM PRODUCT DEVELOPMENT GRANT IN THE AMOUNT OF $4,645 AWARDED TO THE MAYOR’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, a Tourism Product Development Grant has been awarded to the Mayor’s office in the amount of $4,645; and

WHEREAS, these funds will be used to fund the Fired Works Ceramic Exhibit at the Macon Arts Alliance while promoting Georgia’s economic growth (see attached).

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Tourism Product Development Grant in the amount of $4,645 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate acceptance of said grant.

SO RESOLVED this _____ day of ______________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
TOURISM PRODUCT DEVELOPMENT
FY15 CONTRACT

Contract made by and between the Georgia Council for the Arts (hereinafter referenced as "GCA") and

Macon-Bibb County
700 Poplar St.
Macon, GA 31201

(hereinafter referenced as "GRANTEE").

GCA receives funds from the National Endowment for the Arts (NEA) to fulfill GCA’s strategic plan. GCA has determined that the GRANTEE’s Tourism Product Development (TPD) program helps to fulfill the following GCA strategic plan goal:

ECONOMIC DEVELOPMENT: use the arts to promote Georgia’s economic growth

and so the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

GRANTEE agrees to provide leadership for the complete program during the period of October 1, 2014 and June 1, 2015.

GRANTEE agrees that the program shall consist of opening weekend tour package for Fired Works Ceramic Exhibit at the Macon Arts Alliance. If changes need to be made to the project from what is outlined in the application, GRANTEE agrees to notify GCA to ensure that the changes are allowed. Grant funds may not be used for expenses that are not outlined in the TPD expenses portion of the project budget in the application unless the applicant receives written permission from GCA.

If the project is not completed by June 1, 2015 and a final report submitted, or if components of the project are not carried out as outlined in the application, GCA reserves the right to cancel any remaining portion or the award and/or request repayment of any portion of the award that corresponds to the incomplete portion of the project. In addition, the applicant will be ineligible to apply for any grants in FY16 from GCA or the Georgia Department of Economic Development.

Please note: TPD grant funds can only be spent on the following expenses:
Preview Party: Live music/band $250
Preview Party: Featured exhibit $1,000
Bus Rental to Ocmulgee $150
Pottery making workshop $425
Pottery wheels $2,500
Clay for workshops $20
Pottery roadshow appraisers $300

COMPENSATION OF CONSULTANT

GRANTEEB shall be awarded $4,645 by GCA for the project. GCA shall initiate payment of an official State of Georgia check for 80% of the total award with the submission the Contractor's Request for Reimbursement (CRR), which is at the end of this contact. The final 20% of this compensation will not be available until the Final Report for this contract is received and approved by GCA. The Final Report must be submitted no later than June 1, 2015. Any organization that does not submit the Final Report by that date will have the balance of the award cancelled.

CREDIT

GCA and the NEA must be credited in any published material related to the funded project. GCA and the NEA should be credited in the same manner as other sponsors/funders. Failure to credit GCA and the NEA in material related to the funded project will result in a penalty of 10% of the grant award. (Credit requirements and logos can be found at www.gaarts.org.)

EVALUATION

GRANTEEB will provide for GCA approval a Final Report by June 1, 2015 that contains the information outlined in the Final Report Guidelines document attached to this contract.

GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Georgia.

TERMINATION OF CONTRACT

GCA may terminate this contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof.

ENTIRE CONTRACT

All of the agreements between the parties are included herein, and no warranties either expressed or implied, representations, promises or statements have been made by either party unless endorsed herein in writing and executed in the same manner as this Contract.
IN WITNESS THEREOF, the undersigned do hereby accept the terms and conditions as set forth in the above Contract.

FOR GRANTEE

[Signature]
Authorizing Official Signature

[Signature]
Printed Name

Mayor Oct 31, 2019
Title & Date

FEIN: 46-3992371

DUNS: 07924814

FOR GEORGIA COUNCIL FOR THE ARTS

[Signature]
Authorizing Official Signature

Printed Name

Title & Date
Contractor's Request for Reimbursement (CRR)
Tourism Product Development (TPD) Agreement

Submit this form with the signed contract

GCA Contract Number: (GCA will enter this number)
Name of Organization: Macon-Bibb County
Mailing Address: 700 Poplar St., Macon, GA 31201
Total Award: $4,645
Request Amount (80% of award): $3,716

Signature: ________________________________

FOR GCA USE ONLY

PO# ___________________________ Amt to be paid ___________________________
Vendor # ___________________________ Balance ___________________________
Department: 4293201010
Program: 1461501
Account: 707015
Class: 315
Fund: 10100
Funding Source: 2321
Project: 23201001

Signature: ________________________________
Date: ________________________________
Tourism Product Development Agreement
Final Report

The final report must be e-mailed to Tina Lilly (tilly@gaarts.org) no later than 5:00 PM on June 1, 2015.

NARRATIVE (3 page limit)
Answer the following questions regarding your project:

- Give a short summary of the project.
- What were your goals for the project? Did you achieve your goals? How did you measure whether or not you achieved your goals?
- Did any aspect of the project differ from what was described in the original application?
- What impact did the project have on the community served by your organization and how did it contribute to community vitality? What impact did the project have on tourism in your community?
- What impact did the TPD grant have on your project?

JOBS
How many of the following types of jobs were created as a result of your project?

- Full-time jobs ______
- Part-time jobs ______
- Contracted positions ______ (This includes anyone contracted for a limited time, such as a painter, electrician, performer, consultant, etc.)

PEOPLE BENEFITTING
- If your project included an event, how many people attended the event? ______
- Of those people, how many were from outside of your county? ______
- If your project contains an element that is ongoing, such as the renovation of a building, how many people will benefit from your project in the coming year? ______

BUDGET
Submit a budget comparison showing the budget submitted in the application in the left-hand column and the actual income and expenses in the right-hand column.

SUPPORT MATERIAL
Submit no more than three examples showing that Georgia Council for the Arts (GCA) and the National Endowment for the Arts (NEA) were credited for supporting the project. This could include flyers, posters, programs, ads, web pages, press releases, etc.

PHOTOS
Submit two photos to document the project. Please note that these photos become the property of GCA and may be used in publicity material. Please include any photo credits.

CONTRACTOR'S REQUEST FOR REIMBURSEMENT (CRR)
Submit the following CRR with an original signature
Contractor's Request for Reimbursement (CRR)
Tourism Product Development (TPD) Agreement

GCA Contract Number: ______________________ (leave blank- GCA will complete)

Name of Organization: Macon-Bibb County

Mailing Address: 700 Poplar St., Macon, GA 31201

Total Award: $4,645

Request Amount (20% of award): $ 929

Signature: ____________________________

FOR GCA USE ONLY

PO# ____________________ Amt to be paid ____________________

Vendor #___________________ Balance ____________________

Department: 4293201010
Program: 1461501
Account: 707015
Class: 315
Fund: 10100
Funding Source: 2321
Project: 23201001

Signature __________________________________________

Date


A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE CHRISTMAS WITH A DEPUTY GRANT IN THE AMOUNT OF $2,500 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 20 Gift Cards to allow low income/economically disadvantaged youth to Christmas shop with a Deputy (see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Christmas with a Deputy Grant in the amount of $2,500 is hereby authorized and that the Sheriff shall be authorized to take any and all actions necessary to effectuate acceptance of the said grant.

SO RESOLVED this _____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
SHEILA THURMOND, CLERK OF COMMISSION
Jones, Sherita

From: Bester, Shaina
Sent: Monday, November 03, 2014 5:04 PM
To: Jones, Sherita
Subject: FW: Your Target grant application has been submitted

Sherita,

The Target Fund approved for $2,500.00 is for 20 Target gift cards at $125 per card. Please find copy of the application below, as well. Thank you.

Thank you,
Shaina Bester, Grants Coordinator

Bibb County Sheriff's Office
"Sheriff David J. Davis"
Finance Department – Grants
668 Oglethorpe Street
Macon, Georgia 31201
Tel: (478) 621-5537
Fax: (478) 621-5528

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From: Target Community Relations [mailto:mailto:grantapplication.com]
Sent: Tuesday, September 30, 2014 12:34 PM
To: Bester, Shaina
Subject: Your Target grant application has been submitted

Thank you for submitting your Target grant application online. A copy is included below for your records.

Please note that now that you have submitted your application, you are unable to make further updates. If we need additional information or have any questions, we will contact you.

If your application is approved, an email and check will be sent directly to your organization. If your application is declined, you will receive an email.

Please note that Target grants are one-time gifts and reviewed on an annual basis.

Organization Information

E-mail questions to Community.Relations@Target.com

Organization Information
Organization Name
Please limit your response to 25 characters maximum.
Bibb County Sheriff's Office

AKA Name
Bibb County Sheriff's Office

Street Address or P.O. Box
Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.
668 Oglethorpe Street

City
Macon

State
GA

5-Digit ZIP Code
31201

Extended 4-Digit ZIP Code
(to find your extended code, please click here to open a window to USPS.com)
6844

County
Macon-Bibb

Main Phone Number
10 digits only without punctuation (i.e., 6122334567)
4786215537

Main Fax Number
10 digits only without punctuation (i.e., 6122334567)
4786215528

General E-mail Address
shester@maconbibb.us

Website
www.bibbsheriff.org

Which best describes the organization?
Police/Law Enforcement (OTHER)

What is the organization's Mission Statement:
The Bibb County Sheriff's Office mission is to provide the citizens of Macon-Bibb County with courteous and professional law enforcement services.
What year was the organization founded?
1823

Is the organization a part of a State, the United States, or the District of Columbia (i.e., a public school, public agency, or public library)?
yes

Is this donation being requested exclusively for public purposes?
yes

Tax Status
Please select from drop-down
Public Agencies (local/state/city govts, police dept, municipalities)

Do you have any Target Team Members serving on your board?
No

If yes, list first and last names in the box below (e.g., John Doe) separated by commas.

Contact Information

Organization Primary Contact (e.g. Executive Director, President, etc)

Organization Primary Contact:

i.e., Executive Director, President

Prefix
Mr.

First Name
David

Middle Initial
J.

Last Name
Davis

Suffix
<None>

Title
Sheriff
Street Address or P.O. Box
Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.
668 Oglethorpe Street

City
Macon

State
GA

5-Digit ZIP Code
31201

Direct Phone Number
10 digits only without punctuation (i.e., 6122334567)
4786215629

Fax Number
10 digits only without punctuation (i.e., 6122334567)
4786216093

E-mail Address
ddev@maconbibb.us

Primary Contact for this funding request
Same as Organization Primary Contact
No

Prefix
Mrs.

First Name
Shaina

Middle Initial

Last Name
Bester

Suffix
<None>
Title
Grants Coordinator

Street Address or P.O. Box
Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.
669 Oglethorpe Street

City
Macon

State
GA

5-Digit ZIP Code
31201

Direct Phone Number
10 digits only without punctuation (i.e., 612234567)
4786215537

Fax Number
10 digits only without punctuation (i.e., 612234567)
4786215528

E-mail Address
sbeaster@maconbibb.us

Proposal Information

Proposal General Information
Target Group or Regional Office
G394 (Groups)

Request Amount
$9,375.00

Program Title
Please limit your response to 30 characters maximum.
“Christmas with a Deputy”

Program Start Date
12/01/2014
Program End Date
12/31/2014

Proposal Detail

Which best describes the primary focus of the program?
Youth Programs (VITAL COMMUNITY PARTNERSHIPS - LAW ENFORCEMENT)

Please provide an overview of the program.

Macon-Bibb Community Overview: With a total population of 155,547 inhabitants (U.S. Census Bureau, 2013 State & County Quick Facts), Macon-Bibb County retains an average 27% of persons living below the poverty level (U.S. Census Bureau, 2008-2012 People Quick Facts). Neighborhoods within the former City of Macon, have approximately 49.6% single parent households and remarkably high poverty rates. Our locality has 14.1% (2008-2012 American Community Survey, Selected Economic Characteristics) families with an annual household income of less than $10,000 which is at least 3 times more that the State of Georgia's rate of 5.8%. For children attending Bibb County Public Schools in these low-income neighborhoods, there is a 95%-100% economically disadvantaged child status making them eligible for free and/or reduced lunches from the school system. There is large catchment of families in these neighborhoods striving to make ends meet and provide their children with basic human needs such as clothing, food and supplies.

Bibb County Sheriff's Office Youth Programs: The Bibb County Sheriff's Office offers a wide array of youth programs during the academic year. Our CHAMPS program imparts at least 7,200 students attending Bibb County Public Schools, each school year with the tools necessary to Choose Healthy Alternative Methods Promoting Safety, as part of in-school services performed by Deputies inside Public elementary and middle schools. PAL is a current and on-going youth prevention-intervention group mentoring program for youth at-risk of dropping out of school and giving way to a revolving door of crime in their lives. This program was first established in 1997 through the City of Macon's PAL Chapter and is now offered county wide to a larger segment of the indigent population. The PAL program focuses on registering youth in seven low-income/high-crime neighborhoods: Bellevue, Fort Hill, Kings Park, Pleasant Hill, Lynmore Estates, Unionville and Village Green. Programs are held at local community centers in each of the neighborhoods, servicing a total of 250 students 11-18 years of age, each year. Programs offered include conflict resolution workshops; life skills coaching; "How to be a Leader" without bullying; bullying and gang resistance skills and abstinence from alcohol, tobacco and drugs lessons. Community service activities such as picking up trash in neighborhoods and arranging food drives are supervised by Bibb County Deputies and teach students how to be responsible. Enrichment and recreational activities under the PAL program include basketball, flag football, field trips to local museums, colleges, Coca-Cola factory, CNN building.

Bibb County Sheriff's Office "Target" funded programs: This year (2014), we would like to start a new annual tradition and host a new program called "Christmas with a Deputy". The Bibb County Sheriff's Office will develop a youth registration and selection process for this event which will involve gathering basic information on family household income, family structure, neighborhoods lived in, school of attendance, academic grades, governmental assistance being received such as TANF, food stamps, SSI, etc. We will make the registration application packet available through our neighborhood outreach efforts in the seven low-income neighborhood areas of service - Bellevue, Fort Hill, Kings Park, Pleasant Hill, Lynmore Estates, Unionville and Village Green. We will also make the registration application packet available to Bibb County Public School Counselors, social service agencies in the area, local DFCS office and Juvenile Court for any economically disadvantaged student referrals to our "Christmas with a Deputy" program. The timeframe for individuals to submit a completed youth application to the Sheriff's Office will be December 1 through December 14, 2014. Sheriff's Office staff, Deputies and other local officials will develop a selection scoring matrix and spend a week reviewing and scoring youth applications. The eligibility for students selected will be based on the low-income/economically disadvantaged criteria matrix established, before announcing 75 student recipients of the "Christmas with a Deputy" opportunity. These students will spend an hour shopping at the local Target store on Presidential Parkway in Macon-Georgia, chaperoned by a Deputy, with Target staff volunteers to help locate Items from the child's wish list and funded through a $125 Target gift card per student. The event will occur on one day. It will be split into three blocks lasting an hour each and with 25 children and 25 Deputies assigned to each block to shop at Target. Items allowed for purchase will be clothing, toys and back to school supplies. The event will be covered by local news media on television, newspaper and Bibb County Sheriff's Office website. The Bibb County Sheriff's Office contact for the "Christmas with a Deputy" program is Lt. Ellis Sinclair of our Sheriff's Outreach Section and he may be reached via email at ESinclair@maconbibb.us and via telephone at 478-447-2326.

What year was this program first implemented?
2014

What is the organization annual budget?
The organization budget refers to the average amount of funds raised each year to run your organization. We understand this varies by year, so please refer to last year's budget as a point of reference. Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points)

30305634
What is the proposed program budget?
The proposed budget refers to the amount of funds needed to fund the project for which you are requesting a grant. Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points).
13000

List the 5 primary expenses for the program budget.
I.e., line item: $0; line item: $0, etc.
Clothing & Toys: $7500
Stationary: $1875

List committed and potential funders of this program. Include the funder's name and funding level.
Funding for this program comes from our General Fund.

What other income sources are being used to support this program?
General Fund

Are there any recognition opportunities for Target?
Yes

If yes, list any recognition opportunities.
e.g., newsletters, website, etc.
Local TV stations, newspaper (The Macon Telegraph) and Bibb County Sheriff's Office website (www.bibbsheriff.org).

Would there be any volunteer opportunities for Target?
Please know by answering this question it does not guarantee Target volunteers will be able to support your program.
Yes

If yes, list volunteer opportunities that would be available.
Local Target staff to help Deputies and children locate items on child's Christmas wish list.

When answering the following questions, please think about the mission and/or primary focus of the organization as well as the majority of people served by this program.

Ethnicity
Indicate your best estimate of the percentage of those served by this program for each of the Ethnic Groups below.
You may make more than one selection, but only select those that apply. Your selections must total 100%.
Black or African American (97%)
White or Caucasian (2%)
Latino or Hispanic (1%)

Gender
Which best describes the gender served by this project/program?
You may make more than one selection, but only select those that apply. Your selections must total 100%.
Female (50%)
Male (50%)

Age Group
Indicate your best estimate of the percentage of those served by this program for each of the Age Groups listed below.
You may make more than one selection, but only select those that apply. Your selections must total 100%.
Elementary Students - Grades K-5 (5-10 years old) (50%)
Middle School Students - Grades 6-8 (11-14 years old) (50%)

Indicate the percentage of those served by this project/program for each population listed below. You may make more than one selection, but only select those that apply. Your selections do not need to total 100%.

Active Military

Blind/Vision Impaired

Deaf/Hearing Impaired

Economically Disadvantaged

100

Immigrants/Newcomers/Refugees

Lesbian, Gay, Bisexual, Transgender and Ally (LGBTQ)

Persons with a Developmental Disability

Physically Impaired

Single Parents

Veterans

General Population
Target Store

Project Program Zip Code
Please provide the 5-digit zip code for the location of your program.

31206

Target Store Location
Please select the Target store closest to your program from the dropdown list below.

Measurement

What are the anticipated outcomes of the program?
Our anticipated outcome is that 75 children that are severely economically disadvantaged, who would otherwise not have a "Christmas" gift will receive their wish list by a Bibb County Sheriff's Office Deputy and the generosity of Target Community Relations.

What key metrics do you plan on collecting to determine if the outcomes have been achieved?
Summative Evaluation related metrics to be collected are as follows. Demographics; Annual Household Income; Governmental assistance such as TANF, SSI, Food Stamps; Family Structure; Bibb Public School of Attendance; Academic grades; Low-income neighborhood of residence to name a few. We will make the "Youth registration application" and evaluation results available. In addition we will complete any program evaluations required of us by Target.

How many people do you anticipate will be served by this program?
Please enter one whole number only

75

In 2014 we will be asking grant recipients to complete a program evaluation.

E-mail questions to Community.Relations@Target.com
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH LAKAY ENTERPRISES, INC.
TO PROVIDE SERVICES ON A WATER DISTRIBUTION SYSTEM NEAR LEVEL
ACRES DRIVE IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS
EXHIBIT A; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has previously released an invitation for bids to eleven
(11) known suppliers regarding services to be performed on a water distribution system located
near Level Acres Drive; and

WHEREAS, the Macon-Bibb County Procurement Department received bids from three
(3) entities regarding the proposed request; and

WHEREAS, upon reviewing the bids submitted, the Macon-Bibb County Procurement
Department, with assistance from the Macon-Bibb County Engineering Department, awarded the
bid to Lakay Enterprises, Inc.; and

WHEREAS, Lakay Enterprises has its principal place of business in Fort Valley,
Georgia and has submitted documentation to verify that they are capable of performing the
services requested from the County; and

WHEREAS, the bid submitted by Lakay Enterprises was for an amount of sixty-seven
thousand three hundred and seventy-seven dollars ($67,377.00); and

WHEREAS, this resolution will benefit 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 Lakay Enterprises, Inc. to perform services on a water distribution system
located near Level Acres Drive in substantially the same form as attached hereto as Exhibit A.

SO RESOLVED this _____ day of ________________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

Proposed Contract with Lakay Enterprises, Inc.
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

"Level Acres Drive Water Distribution System"

This Independent Contractor Agreement (hereinafter “Agreement”) is entered into this ______ day of __________________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and Lakay Enterprises, Inc., a corporation based in Fort Valley, 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 October 22, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (Bid Number 15-009-ND and hereinafter “RFP”) issued by the County regarding this project 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 October 7, 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 it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

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 of a subcontractor, and if such default arises out of causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

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

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

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:
Macon-Bibb County
ATTN: Mayor’s Office
P.O. Box 247
Macon, GA 31201

For Independent Contractor:
Lakay Enterprises, Inc.
ATTN: President
2062 Hendrick Road
Fort Valley, Georgia 31030

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

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

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: _______________________________ Date

Robert A.B. Reichert, Mayor

Attest: _______________________________ Date

Shelia Thurmond, Clerk of Commission

**On Behalf of Lakay Enterprises, Inc.**

By: _______________________________ Date

Signature of Independent Contractor

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)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1 regarding the water distribution system at Level Acres Drive. Such services and work shall include all the required information included in Exhibit A of this document, all information disbursed during the pre-bid conference, and all addendums which have been issued regarding this project.

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. Independent Contractor shall commence work within ten (10) days of the issuance of the Notice to Proceed. The performance period for completion is ninety (90) days from the issuance of the Notice to Proceed. This time frame includes an allotment of six (6) days for inclement weather. This time frame shall also include all clean up, demobilization, and other work necessary to return the project area to is final state.

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 sixty-seven thousand three hundred seventy-seven dollars ($67,377.00) for the services and works provided to the County. Project must be completed within ninety (90) days of the issuance of the Notice to Proceed, 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 ninety (90) day period has run, Independent Contractor will be subject to liquidated damages in the amount of two hundred dollars ($200.00) 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: ____________________________________________ Date
    Robert A.B. Reichert, Mayor

Attest: ______________________________________ Date
        Shelia Thurmond, Clerk of Commission

On Behalf of Lakay Enterprises, Inc.:

By: ____________________________________________ Date
    Signature of Independent Contractor

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)

Page 15 of 15
EXHIBIT A-1

Invitation for Bids - Number 15-009-ND

Bid Submission Paperwork
Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Level Acres Drive
Water Distribution System

925-97
913-60
913-92

BID NUMBER: 15-009-ND

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, October 23, 2014

Macon-Bibb County Procurement Department
682 Cherry Street
Suite 800
Government Center Annex
Macon, Georgia 31201
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   B. BID DOCUMENTS ............................................................................................ 1
   C. PRE-BID .......................................................................................................... 1
   D. BID BOND ....................................................................................................... 1
   E. SEALED BIDS .................................................................................................. 1
   F. VALIDITY ......................................................................................................... 2
   G. CONTRACT AWARD ......................................................................................... 3
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FORMS PROVIDED:
   BID FORM
   BIDDER QUALIFICATION FORM
   FINANCIAL & LEGAL STABILITY STATEMENT
   LIST OF SUBCONTRACTORS
   BIDDER MINORITY PARTICIPATION GOAL
   GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:
   A - SPECIFICATIONS
   B - PLANS & DRAWINGS

END OF TABLE OF CONTENTS
Level Acres Drive Water Distribution System

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 800, Macon-Bibb Government Center Annex, 682 Cherry Street, Macon, Georgia 31201, until 12:00 o'clock NOON at the time legally prevailing in Macon, Georgia on Thursday, October 23, 2014 for Level Acres Drive Water Distribution System for the Macon-Bibb County Engineering Department, Macon, Bibb County, Georgia.

2. NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.

3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on Thursday, October 23, 2014 at 2:00 pm.

4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumps@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 800, Government Center Annex, 682 Cherry Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:

   Georgia Procurement Registry website
   http://ssl.doe.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
   Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

1. A pre-bid conference is scheduled for 10:00 o'clock a.m., Tuesday, October 7, 2014 in the Macon-Bibb Engineering Department at 780 Third Street, Macon, Georgia 31201. This pre-bid is mandatory; contractor must be present in order to submit a response.

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five-percent (5%) of the total base bid.

a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as

   "Bid # 15-009-ND – Level Acres Water Distribution System"

   and delivered by hand or mailed to:

   Macon-Bibb County Procurement Department
   Suite 800, 682 Cherry Street
   Macon, Georgia 31201
F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on Total Bid Price.

2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.

3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Surety

1. Whereas the anticipated contracted price exceeds $5,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one-hundred-percent (100%) of the contract price.

   a) Bonding company/Surety shall be:

      (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.

      (2) Licensed to do business in the State of Georgia.

I. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.

2. A 10% retention will be withheld from each payment until final payment is made. The owner will only pay for items used and actual work performed.

3. Change orders are issued for any variance from contract or plan sheets.

4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

J. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.

2. The Contractor shall pay all transportation charges.

3. Each bidder shall take this exemption into account in calculating his bid.
K. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.

2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.

3. Macon-Bibb County shall be named as additional insured on the policy.

4. Coverage shall include water damage.

5. Contractor is responsible for any and all deductibles.

6. Required coverage:

   a) Worker's Compensation: Statutory

   b) General Liability:

      (1) $1,000,000.00 combined single limit for B.I., P.D.

      (2) Maximum deductible: $5,000.00

      (3) To include:

         (a) Premises — Operations

         (b) Products & Completed Operations

         (c) Broad form Contractual

         (d) Independent Contractor and Subcontractor

         (e) Underground explosion and collapse

   c) Automobile Liability:

      (1) $1,000,000.00 combined single limit for B.I. and P.D.

      (2) Maximum deductible: $5,000.00

      (3) To include:

         (a) Owned Automobiles

         (b) Hired Automobiles

         (c) Non-Owned Automobiles
II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

2. Wherever the term “Engineer” occurs in these specifications, it shall mean the engineer of the Owner, the County Engineer, or his representative.

3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

4. Wherever the term “D.O.T.” occurs in these specifications, it shall mean the Georgia Department of Transportation.

B. Related Documents

1. Specifications (Attachment “A”)
2. Plans & Drawings (Attachment “B”)
3. Bid Form
4. Bidder’s Qualification Form
5. Financial & Legal Stability Statement
6. Bidder MBE Plan Form
7. List of Sub-contractors
8. Bond Forms
9. E-Verify Affidavit

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
   a) Read and understands the bidding documents; and,
   b) Visited the site and become familiar with the local conditions under which the work is to be performed.

   (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
      (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
      (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred, to ndaley@maconbibb.us.

3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.

4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
   
   a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
   
   b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
   
   a) Bid Form
   
   b) Bidder's Qualification Form
   
   c) Financial & Legal Stability Statement
   
   d) List of Sub-Contractors
   
   e) Minority Participation Goal
   
   f) Bid Bond in amount of 5% of the total base bid
   
   g) E-Verify Affidavit

F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.
III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
   a) International Building Code
   b) State and Local Building Code
   c) Georgia Department of Transportation (D.O.T.)
   d) Occupational Safety and Health Administration (OSHA)
   e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.

2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.

3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.

3. All costs associated with traffic control shall be the responsibility of the Contractor.

4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Erosion Control
1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

H. Vandalism
1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

I. Material Disposal
1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
   a) Such items shall be disposed of off the premises.
   b) Burning of material on the site will not be permitted.
   c) All costs of removing trash shall be the responsibility of the Contractor.
   d) Place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time
1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

K. Liquidated Damages
1. Liquidated damages in the amount of $200.00 shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection
1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.

3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Level Acres Drive Water Distribution System, for the Macon-Bibb County Engineering Department, Macon, Georgia.

B. Specifications & Drawings

1. The Contractor shall provide all services as outlined in Attachment "A"—Specifications, attached hereto and incorporated herein.

2. Attachment "B" provides plans and drawing.

C. Schedule

1. The contractor shall commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 90 calendar days following the Notice to Proceed. This time includes weather delays of 6 work days. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

V. WARRANTY

A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.
BID FORM

Macon-Bibb County Board of Commissioners
Ms. Nyessa Daley, MBA, CPPB
Macon-Bibb County, Procurement Dept.
682 Cherry Street, Suite 800
Macon, Georgia 31201

DATE: 10-2-14

Re: Level Acres Drive Water Distribution System
Macon-Bibb County Engineering Department
Bibb County, Georgia

Dear Ms. Daley:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. ADDENDUM RECEIPT:
   a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
   b. Bidder acknowledges receipt of the following addenda:

   Addendum No. Date:
   ____________________________

   Addendum No. Date:
   ____________________________

   Addendum No. Date:
   ____________________________

3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

**BID FOR**

**LEVEL ACRES DRIVE**

**WATER DISTRIBUTION SYSTEM**

**BID SCHEDULE**

<table>
<thead>
<tr>
<th>Total Bid Price</th>
<th>$67,377.00</th>
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</thead>
<tbody>
<tr>
<td>Date available to start</td>
<td>11/1/2014</td>
</tr>
</tbody>
</table>

A price must be provided for each line item in order for a bid to be considered. All work performed under this bid and the resulting contract shall be in strict compliance with the project specifications.

Respectfully Submitted,

Authorized Signature: **Billy Cramp**  Dated: **10-22-15**

Typed Name: **Billy Cramp**  Title: **President**

---

**Nyasha Daley**

Procurement Representative of Macon-Bibb County Government, do certify this solicitation was publicly opened and read at the time and place stated in the notice.

Procurement Facilitator  Witness

Page 10 of 16
**BIDDER INFORMATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>LaKay Enterprises, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>2062 Hendrick Road</td>
</tr>
<tr>
<td></td>
<td>Ft. Valley, GA 31030</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized By (typed or printed name):</th>
<th>Billy Crump</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>President</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Billy Crump</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>478-954-7275</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>478-825-0665</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:billycrump@att.net">billycrump@att.net</a></td>
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**REMITTANCE INFORMATION**

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<td>Tax ID:</td>
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**PURCHASE ORDER INFORMATION**

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<tbody>
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<th>Payment Terms: Discount</th>
<th>No. Days</th>
<th>Net Due</th>
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<td>3%</td>
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</table>

<table>
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<tr>
<th>Freight Terms: Ship Via:</th>
<th>FOB:</th>
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**MIDDLE AGE STATUS (UMAC)**

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<tr>
<th>African American</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian American</th>
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<tr>
<td>Disabled</td>
<td>Veteran</td>
<td>Woman-Owned</td>
<td>Not-Applicable</td>
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BIDDER QUALIFICATION FORM

Company Name: LaKay Enterprises, Inc.

Address: 2062 Hendrick Road
Ft. Valley, GA 31030

When Organized: 4-1994
Where Incorporated: AL

How many years have you engaged in business under the present firm name? 18

Credit available for this contract? 250K

Contracts now in hand? 3 400K

Has bidder ever refused to execute a contract at the original bid amount? NO

Has bidder ever been declared in default on a contract? NO

Comments:

Company Name: LaKay Enterprises, Inc.

Authorized By (typed name): Billy Crump

Authorized Signature: Billy Crump

Title: President
Date: 4/22/14

References

Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
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<tbody>
<tr>
<td>Pagin Mill Road, 5/23/13</td>
<td>Wofford</td>
<td>Jeff Cook</td>
<td>778-952-9179</td>
</tr>
<tr>
<td>Ralston 37, 2/18/14</td>
<td>Derry IA</td>
<td>Harold Deal</td>
<td>778-988-2933</td>
</tr>
<tr>
<td>Marshallville, 4/26/13</td>
<td>Marshallville</td>
<td>Tim Ingram</td>
<td>778-960-9948</td>
</tr>
<tr>
<td>Dexter IA, 6/6/14</td>
<td>Dexter IA</td>
<td>Harry Holsinger</td>
<td>778-960-9359</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22ND DAY OF OCTOBER, 2014

M. J. Doe

My Commission Expires May 23, 2015

Notary Public
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☑ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE 22nd DAY OF October, 2014

My Commission Expires: My Commission Expires:

[NOTARY SEAL]

Notary Public
LIST OF SUB-CONTRACTORS

I do ___, do not ___, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors:

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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<tbody>
<tr>
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</table>

Contractor Name

Page 14 of 16
BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

I do __, do not ✗, propose to employ the minority sub-contractors as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
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(  

Contractor ___________________________________________ Name ____________________________

Page 15 of 16
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: Bid No. 13-009-ND Level Acres Dr. Water Dist.

Name of Contracting Entity: Macon-Bibb Cty. Procurement Dept.

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

3844535
E-Verify User Identification Number

Billy Crump
By: Authorized Officer or Agent
(Name of Person or Entity)
President
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 22nd DAY OF October 2014

[Signature]
Notary Public

6-22-2011
Date of Authorization

10-22-14
Date

Billy Crump
Printed Name of Authorized Officer or Agent

My Commission Expires: May 23, 2014

[NOTARY SEAL]

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has been incorporated and appointed, and by these presents, does hereby constitute and appoint

Frederick R. Mitchell, Angie Ferguson, Karen Sue Haworth,
Rebecca B. Whitaker, Kathy C. Embrey and Christy Lackey

of the State of

Georgia

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDDSON INSURANCE COMPANY has caused these presents to be signed by its Executive Vice President thereunto authorized, on this 2nd day of March, 2014, at New York, New York,

HUDDSON INSURANCE COMPANY

By: ____________________________

Christopher T. Smyser, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 2nd day of March, 2014, before me personally came Christopher T. Smyser to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like authority.

Notary Public, State of New York

Ann M. Murphy

Certification

The undersigned Dina Danielski hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2011, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice President, the Senior Vice President and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company or by others, in connection therewith, and any and all other contracts and undertakings made in the course of this Company's surety business, and commissions, extensions, agreements, warranties, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signatures of any such officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereunto or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affidavit."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Form Bid 3 2010 (v)
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
LaKay Enterprises, Inc.
2062 Hendrick Road, Ft. Valley, GA 31030
(Here insert full name and address of legal title of Contractor)

as Principal, hereinafter called the Principal, and
Hudson Insurance Company
100 William Street, 4th Floor, New York, New York 10038
(Here insert full name and address of Surety)

a corporation duly organized under the laws of the State of
Delaware

as Surety, hereinafter called the Surety, are held & firmly bound unto
Macon-Bib County Procurement Dept.
(Suit 800, 682 Cherry Street, Macon GA 31201)
(Here insert full name or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent (5%) of Amount Bid
Dollars

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Bid # 15-009-ND- Level Acres Water Distribution System

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of October 2014

LaKay Enterprises, Inc.

BY: [Signature]
(Principal) (Seal)

Hudson Insurance Company

BY: [Signature]
Christy Lackey, Attorney-In-Fact (Surety) (Seal)

Judy Davis
Witness

Karen Murchik
Witness
1. Water Distribution System.

   a. Excavate, construct and install:

      i. approximately 2000 feet of 6" DIP watermain

      ii. 3 fire hydrants

      iii. 7 water meters and services to existing active residences. The old water line and services currently serving the existing residences is to be abandoned and left in place.

   b. Supply all products and perform all work in accordance with applicable American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), National Sanitation Foundation, American National Standards Institution (ANSI), Macon Water Authority (MWA) Cross Connection Control and Backflow Prevention Policy, or other recognized standards. Latest revisions of all standards are applicable. If requested by the Authority, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

   c. The water distribution system shall meet MWA design and construction requirements unless specified in the plans. All materials used which come into contact with drinking water during its distribution shall not adversely affect drinking water quality and public health and must be certified for conformance with American National Standards Institute/National Sanitation Foundation Standard 61 (ANSI/NSF Standard 61). Any pipe, solder, or flux which is used in the installation or repair of the water distribution system shall be lead free with not more than 8.0% lead in pipes and fittings and not more than 0.2% lead in solders and flux.

   d. Pipe material to be DIP Class 350.

   e. Ductile iron pipe shall conform to ANSI/AWWA C151/A21.51 and shall be a minimum of Pressure Class 350 up to a diameter of 12 inches and Pressure Class 350 above 12" diameter. Sizes will be as shown on the Drawings. Pipe and fittings shall be cement lined in accordance with ANSI/AWWA - C104/A21.4. Fittings shall conform to ANSI/AWWA C110/A21.0 or ANSI/AWWA C153/A21.53 with rated working pressure of 350 psi. Pipe and fittings shall be furnished with a bituminous outside coating.

   f. Gate Valves (4" through 12") shall be mechanical joint end (Flange x mechanical joint), resilient seated, iron body gate valves with non-rising stem flanged mechanical joint o-ring stem seals and open left. The valve shall be designed for a water working pressure of 200 psi and a test pressure of 400 psi, and shall be designed for installing in a vertical position. This valve shall conform to the lateral Revision of AWWA C-509, for "Ordinary Water Works Service", and shall be Mueller A-2370-20 or an approved equal.

   g. All utility trench backfill compaction shall be tamped in 12 inch layers unless more specific and/or stringent guidelines apply.

   h. Any and all required testing for compliance shall be the responsibility of the CONTRACTOR. The contractor shall use an approved independent commercial testing laboratory for all tests.
ATTACHMENT "A"

2. Site Work.

   a. Excavation
      
      i. Cutting and excavation into County pavement will require a sub-grade to allow for a six (6) concrete base and two (2) inches of asphalt concrete pavement replacement, as shown on the plan detail. Pavement repair shall be the responsibility of the contractor. Trench sub-grade will be compacted and meet all MWA specifications, latest revision.

   b. Approved materials, compaction tests, chlorination tests, pressure tests and any other required MWA testing shall be the responsibility of the contractor.

3. Submittals

   a. After construction is completed a complete approval and acceptance from the MWA is required. Provide an as-built survey as required by MWA for acceptance.

   b. Provide three in place density tests for every 1000 LF of main trench as directed by the engineer. Tests shall conform to ASTM D698, Standard Proctor. Compaction shall be 90% of maximum density.
BIBB COUNTY ENGINEERING / PUBLIC WORKS  
BIBB COUNTY, GEORGIA

ROADWAY IMPROVEMENTS  
AND  
WATERLINE IMPROVEMENTS FOR:  

Level Acres Drive SW

AUGUST, 2013

INDEX

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>1</td>
<td>Plan Sheet</td>
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<tr>
<td>2 &amp; 3</td>
<td>Plan &amp; Profile</td>
</tr>
<tr>
<td>4 &amp; 5</td>
<td>Cross Sections</td>
</tr>
<tr>
<td>6</td>
<td>Detail Sheet</td>
</tr>
</tbody>
</table>

NOTE: THIS CONTRACT IS FOR WATER LINE INSTALLATION ONLY. ROAD CONSTRUCTION PLANS AND DETAILS ARE FOR INFORMATIONAL PURPOSES ONLY.

NOTES

1. REDUCED TO SCALE: 1 INCH = 200 FEET

2. DRAWN TO SCALE: 1 INCH = 200 FEET

3. SCALE OF ALL Detailed drawings shall be in accordance with the scales indicated on the plan sheet.

4. SCALE OF ALL DETAIL SHEETS SHALL BE IN ACCORDANCE WITH THE SCALE INDICATED ON THE MASTER SHEET.

BIBB COUNTY

* BOARD OF COMMISSIONERS *

Sam Hart, Chairman
Joe Allen, Vice Chairman
Bart Bivens
Lonzy Edwards
Gary Sechel

COUNTY ENGINEER
David P. Fortson, P.E.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE SHERIFF TO COMPLETE THE REQUIRED DEPARTMENT OF PUBLIC SAFETY APPLICATION TO CONTINUE TO UTILIZE SPEED DETECTION DEVICES IN MACON-BIBB COUNTY FOR LAW ENFORCEMENT PURPOSES; AND FOR OTHER PURPOSES.

WHEREAS, the Bibb County Sheriff's Office has utilized speed detection devices for law enforcement purposes in Bibb County for several years; and

WHEREAS, in order to utilize speed detection devices, each agency is required to obtain a permit from the Georgia Department of Public Safety; and

WHEREAS, due to the recent consolidation of the City of Macon and Bibb County, Georgia, the required permit application needs to be resubmitted to the Georgia Department of Public Safety in the name of the Macon-Bibb County; and

WHEREAS, speeding vehicles in or through Macon-Bibb County pose a serious threat to the public health, safety, and welfare of the citizens of Macon-Bibb County; and

WHEREAS, the Bibb County Sheriff's Office is lawfully authorized to exercise the powers of arrest and to enforce the traffic laws of the State of Georgia and Macon-Bibb County; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of Macon-Bibb County that the Bibb County Sheriff's Office be lawfully authorized to utilize speed detection devices within the lawful jurisdiction of Macon-Bibb County; and

WHEREAS, this resolution will benefit 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 Sheriff is authorized to complete the permit application required by the Georgia Department of Public Safety in order for the Bibb County Sheriff's Office to continue to utilize speed detection devices for law enforcement purposes consistent with the State of Georgia and Macon-Bibb County.

SO RESOLVED this _____ day of ____________________, 2014.

By: ________________________________
ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
SHELVISA THURMOND, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH DUE SOUTH INVESTMENTS,
LLC FOR OFFICE SPACE IN THE BB&T BUILDING TO BE OCCUPIED BY THE
PUBLIC DEFENDER’S OFFICE FOR THE MACON JUDICIAL CIRCUIT; AND FOR
OTHER PURPOSES.

WHEREAS, the Public Defender’s Office for the Macon Judicial Circuit currently
occupies office space on the fifth floor at 201 2nd Street in the building commonly known as the
BB&T building; and

WHEREAS, the initial lease agreement was executed on June 26, 2013 for an initial
term of two (2) years and included ten thousand six hundred ninety-three (10,693) square feet of
space at an annual lease rate of one hundred forty-seven thousand twenty-eight dollars and
seventy-five cents ($147,028.75); and

WHEREAS, the current lease is scheduled to expire on May 31, 2015; and

WHEREAS, due to the growth of the Public Defender’s Office, the Public Defender’s
Office wishes to renew this lease and acquire additional space for the office; and

WHEREAS, the Public Defender’s Office would continue to occupy the current space
on the fifth floor of the BB&T building, and also acquire Suite 580 which is directly adjacent to
the currently occupied space; and

WHEREAS, Suite 580 will provide an additional one thousand four hundred forty-four
(1,444) square feet of additional office space; and

WHEREAS, the new lease agreement would be for a period of five (5) years at an
approximate average annual rate of one hundred seventy-nine thousand twenty dollars and
seventy-five cents ($179,020.75) and include twelve thousand one hundred thirty-seven (12,137)
square feet of office space; and

WHEREAS, the new lease agreement would also allocate approximately fifteen
thousand dollars ($15,000.00) as a one-time payment to be used to upgrade the facilities and
amenities in the common areas of the fifth floor office space currently in use by the Public
Defender’s Office; and

WHEREAS, this resolution will benefit 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 Due South Investments, LLC for office space at 201 2nd Street (commonly
known as the BB&T Building) to be occupied by the Public Defender’s Office for the Macon Judicial Circuit in substantially the same terms as described above.

SO RESOLVED this ____ day of ________________, 2014.

By: ___________________________________________
ROBERT A.B. REICHERT, Mayor

Attest: _______________________________________
SHELIA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING MIKE GARDNER AND REVEREND EVANS BROWN TO THE DR. MARTIN LUTHER KING, JR. COMMISSION; AND FOR OTHER PURPOSES.

WHEREAS, the Dr. Martin Luther King, Jr. Commission has been created pursuant to local Macon-Bibb County Ordinance Section 2-772; and

WHEREAS, the mission of the Dr. Martin Luther King, Jr. Commission is to promote understanding and acceptance of nonviolence and human equality as a way of building community among all citizens of Macon-Bibb County by commemorating the work and life of Dr. Martin Luther King, Jr.; and

WHEREAS, members of the Dr. Martin Luther King, Jr. Commission are appointed pursuant to local Macon-Bibb County Ordinance Section 2-773 and said appointments shall be approved by the Macon-Bibb County Commission; and

WHEREAS, in order to be eligible for appointment to the Dr. Martin Luther King, Jr. Commission, a person must live in the Macon-Bibb County area, must be at least eighteen (18) years of age, and must be vitally interested in the principals of equality, human rights, civil rights, and nonviolence for all people for which Dr. Martin Luther King, Jr. and many others of all races and nationalities have given their lives; and

WHEREAS, Mike Gardner and Reverend Evans Brown each possess the necessary qualifications required for appointment to the Dr. Martin Luther King, Jr. Commission; and

WHEREAS, Mike Gardner and Reverend Evans Brown have previously served admirably on the Dr. Martin Luther King, Jr. Commission and have both been recommended for reappointment to said Commission; and

WHEREAS, Mike Gardner shall be reappointed to serve on the Dr. Martin Luther King, Jr. Commission, effective as of June 3, 2014 and with said appointment term to expire on June 2, 2019; and

WHEREAS, Reverend Evans Brown shall be reappointed to serve on the Dr. Martin Luther King, Jr. Commission, effective as of October 7, 2014 and with said appointment term to expire on October 6, 2019; 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 pursuant to Section 2-773 of the Macon-Bibb County Code of Ordinances, the Mayor's reappointments of Mike Gardner and Reverend Evans Brown to continue service on the Dr. Martin Luther King, Jr. Commission for a term of five (5) years each are hereby approved by the Macon-Bibb County Commission.

SO RESOLVED this _____ day of ______________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHEILA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT
DOMINIQUE JOHNSON TO FILL A VACANT SEAT ON THE DR. MARTIN LUTHER
KING, JR. COMMISSION; AND FOR OTHER PURPOSES.

WHEREAS, the Dr. Martin Luther King, Jr. Commission has been created pursuant to
local Macon-Bibb County Ordinance Section 2-772; and

WHEREAS, the mission of the Dr. Martin Luther King, Jr. Commission is to promote
understanding and acceptance of nonviolence and human equality as a way of building community
among all citizens of Macon-Bibb County by commemorating the work and life of Dr. Martin
Luther King, Jr.; and

WHEREAS, members of the Dr. Martin Luther King, Jr. Commission are appointed
pursuant to local Macon-Bibb County Ordinance Section 2-773 and said appointments shall be
approved by the Macon-Bibb County Commission; and

WHEREAS, in order to be eligible for appointment to the Dr. Martin Luther King, Jr.
Commission, a person must live in the Macon-Bibb County area, must be at least eighteen (18)
years of age, and must be vitally interested in the principals of equality, human rights, civil rights,
and nonviolence for all people for which Dr. Martin Luther King, Jr. and many others of all races
and nationalities have given their lives; and

WHEREAS, Dominique Johnson possess the necessary qualifications required for
appointment to the Dr. Martin Luther King, Jr. Commission and has been recommended for
appointment to the Commission to serve; and

WHEREAS, Dominique Johnson shall be appointed to serve on the Dr. Martin Luther
King, Jr. Commission, effective as of December 1, 2014 and with said appointment term to expire
on November 30, 2019; 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 pursuant to Section 2-773 of the
Macon-Bibb County Code of Ordinances, the Mayor’s appointment of Dominique Johnson to
serve on the Dr. Martin Luther King, Jr. Commission for a term of five (5) years is hereby approved by the Macon-Bibb County Commission.

SO RESOLVED this _____ day of ______________, 2014.

By: ________________________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ______________________________________________

SHELIA THURMONT, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT THE SUPERINTENDENT OF THE BIBB COUNTY BOARD OF EDUCATION, OR HIS/HER DESIGNEE, TO SERVE ON THE DR. MARTIN LUTHER KING, JR. COMMISSION; AND FOR OTHER PURPOSES.

WHEREAS, the Dr. Martin Luther King, Jr. Commission has been created pursuant to local Macon-Bibb County Ordinance Section 2-772; and

WHEREAS, the mission of the Dr. Martin Luther King, Jr. Commission is to promote understanding and acceptance of nonviolence and human equality as a way of building community among all citizens of Macon-Bibb County by commemorating the work and life of Dr. Martin Luther King, Jr.; and

WHEREAS, members of the Dr. Martin Luther King, Jr. Commission are appointed pursuant to local Macon-Bibb County Ordinance Section 2-773 and said appointments shall be approved by the Macon-Bibb County Commission; and

WHEREAS, in order to be eligible for appointment to the Dr. Martin Luther King, Jr. Commission, a person must live in the Macon-Bibb County area, must be at least eighteen (18) years of age, and must be vitally interested in the principals of equality, human rights, civil rights, and nonviolence for all people for which Dr. Martin Luther King, Jr. and many others of all races and nationalities have given their lives; and

WHEREAS, local Macon-Bibb County Ordinance Section 2-773 specifies that one (1) member of the Martin Luther King, Jr. Commission shall be the superintendent of the Bibb County Board of Education, or his/her designee; and

WHEREAS, the superintendent of the Bibb County Board of Education, or his/her designee, shall be appointed to serve on the Dr. Martin Luther King, Jr. Commission, effective as of December 1, 2014 and with said appointment term to expire on November 30, 2019; 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 pursuant to Section 2-773 of the Macon-Bibb County Code of Ordinances, the superintendent of the Bibb County Board of
Education is hereby appointed to serve on the Dr. Martin Luther King, Jr. Commission for a term of five (5) years and said appointment is hereby approved by the Macon-Bibb County Commission.

SO RESOLVED this ____ day of ________________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMONT, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO CONFIRM
MAYOR ROBERT A.B. REICHERT'S APPOINTMENT OF MARY HICKS WIMBERLY
TO THE MACON-BIBB COUNTY FIRE CIVIL SERVICE BOARD; AND FOR OTHER
PURPOSES.

WHEREAS, pursuant to Section 31 the Charter of Macon-Bibb County, the Fire Civil
Service Board was created by local Macon-Bibb County Ordinance Section 18-77; and

WHEREAS, the Fire Civil Service Board shall consist of five (5) members who shall be
residents of Macon-Bibb County for at least two (2) years and shall not hold any current, active
employment with the United States government, the State of Georgia, or any political
subdivision thereof; and

WHEREAS, the members of the Fire Civil Service Board shall review and pass
judgment as to the qualifications of initial applicants and promotional candidates for positions
and promotions within the Macon-Bibb County Fire Department, as well as adopt, rescind, and
amend rules and regulations for the administration of the process and procedures of the Board for
interviewing and passing judgment on said candidates; and

WHEREAS, members of the Fire Civil Service Board are appointed for four (4) year
terms; and

WHEREAS, Mary Hicks Wimberly has demonstrated the necessary qualifications
required to serve on the Fire Civil Service Board and has been recommended for appointment to
said Board; and

WHEREAS, Mary Hicks Wimberly shall be appointed to serve on the Fire Civil Service
Board, effective as of December 1, 2014 and with said appointment term to expire on November
30, 2018; 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, pursuant to Section 18-77 of the
Macon-Bibb County Code of Ordinances, Mayor Robert Reichert's appointment of Louie Mary Hicks Wimberly to the Macon-Bibb County Fire Civil Service Board is hereby confirmed.

**SO RESOLVED** this ____ day of ________________, 2014.

By: __________________________
ROBERT A.B. REICHERT, Mayor

Attest: ________________________
SHEILA THURMOND, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION IN SUPPORT OF
SENATE BILL 2891 (2014) AND HOUSE BILL 4726 (2014) OF THE 113TH CONGRESS,
JOINTLY KNOWN AS THE INNOVATION IN SURFACE TRANSPORTATION ACT
OF 2014; AUTHORIZING THE MAYOR AND MACON-BIBB COUNTY COMMISSION
to execute a letter of support to the congressional delegation;
and for other purposes.

WHEREAS, on or about May 22, 2014, Representative Rodney Davis (II.) et al.
introduced House Bill 4726 entitled the Innovation in Surface Transportation Act of 2014; and;

WHEREAS, on or about September 18, 2014, Senator Cory Booker (NJ) et al.
introduced the related Senate Bill 2891 also entitled the Innovation in Surface Transportation Act
of 2014; and

WHEREAS, the Innovation in Surface Transportation Act of 2014 would increase local
access to federal transportation funds; and

WHEREAS, the Innovation in Surface Transportation Act of 2014 would make a
portion of the federal dollars allocated to states available for local, economically important
projects through a competitive grant process; and

WHEREAS, Macon-Bibb County is a community that will potentially benefit from the
increased access to federal transportation funds; and

WHEREAS, a letter has been prepared (attached as Exhibit “A”) on behalf of the
Macon-Bibb County Commission that will be sent to our national legislative delegation that
voices the Commission’s support of the Innovation in Surface Transportation Act of 2014.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same, that the Macon-Bibb County
Commission supports the Innovation in Surface Transportation Act of 2014 (H.R. 4726 & S.
2891) of the 113th Congress (2013-1014).

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is
hereby so resolved by the authority of the same, that the Mayor and Macon-Bibb County
Commission are authorized to execute a letter to the national legislative delegation in support of
the Innovation in Surface Transportation Act of 2014, in substantially the same form as attached
hereto as “Exhibit A”. 
SO RESOLVED this ___ day of ______________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ______________________________

SHEILA THURMOND, Clerk of Commission
To Whom It May Concern:


Dear Senator or Representative:

This correspondence is in regards to H.R. 4726 & S. 2891 (also known as the “Innovation in Surface Transportation Act of 2014”), which was introduced in the House of Representatives on May 22, 2014, and introduced in the Senate on September 18, 2014.

This bipartisan legislation would allow states to allocate funds on a competitive basis to local transportation projects. Local jurisdictions, metropolitan transit organizations, transit providers and others could develop projects for consideration. A panel of local stakeholders would then decide which projects to approve based on how the project could improve the transportation system, promote innovation, and spur economic development.

The geographic location of Macon-Bibb County makes it ideal as a spoke in the transportation wheel of the southeast to move not only people but also freight. Locally, we have committed to connecting our major activity centers through improved transit, streetscape and safety initiatives. Additionally, we are dedicated to expanding our transit system and becoming a transportation hub for the entire region.

The Macon-Bibb County Commission has reviewed H.R. 4726 and S. 2891 and is in support of this bill and an increased access to federal transportation funds and increased local control over the decision making process. We encourage you to review and support this legislation and we look forward to working with you on this important issue.

Sincerely,

The Macon-Bibb County Board of Commissioners

Robert A. B. Reichert
Mayor, Macon-Bibb County

Gary Bechtel
Commissioner – District 1

Ed Defore
Commissioner – District 6

Larry Schlesinger
Commissioner – District 2

W.F. “Scotty” Shepherd
Commissioner – District 7

Elaine H. Lucas
Commissioner – District 3

Virgil Watkins, Jr.
Commissioner – District 8

Mallory C. Jones, III
Commissioner – District 4

Al Tillman
Commissioner – District 9

Bert Bivins, III
Commissioner – District 5
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO APPLY FOR, AND ACCEPT IF AWARDED, THE GEORGIA RECREATIONAL TRAILS PROGRAM GRANT APPLICATION FOR $100,000 FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES TO CONSTRUCT A PORTION OF THE CONNECTOR TRAIL BETWEEN AMERSON WATERWORKS AND THE OCMULGEE HERITAGE TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County is applying for a Georgia Recreational Trails Program Grant from the State of Georgia Department of Natural Resources, in the amount of $100,000 to construct a portion of the connector trail between Amerson Waterworks and the Ocmulgee Heritage Trail; and

WHEREAS, it is the desire of the Macon-Bibb County Commission to authorize the Mayor to submit the said grant application, and all documents and agreements necessary to secure, submit, and accept if awarded the said grant.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same, the submission and acceptance if awarded, the Construction of a portion of the Connector Trail between Amerson Waterworks and the Ocmulgee Heritage Trail Grant in the amount of $100,000 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate submission and acceptance of the said grant.

SO RESOLVED this _____ day of __________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
SHEILA THURMOND, CLERK OF COMMISSION