# MACON - BIBB COUNTY COMMISSION

## MEETING SCHEDULE

TUESDAY, NOVEMBER 25, 2014

9:00 A.M.

Large Conference Room

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
</table>
| 9:00 a.m.    | Operations and Finance Committee | Commissioner Bechtel - Chairman  
Commissioner Lucas – Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins |
|              | Economic & Community Development Committee | Commissioner Schlesinger - Chairman  
Commissioner Tillman – Vice Chairman  
Commissioner DeFore  
Commissioner Lucas  
Commissioner Watkins |
|              | Public Safety Committee | Commissioner Shepherd – Chairman  
Commissioner Watkins – Vice Chairman  
Commissioner Lucas  
Commissioner Jones  
Commissioner Schlesinger |
|              | Facilities and Engineering Committee | Commissioner Tillman – Chairman  
Commissioner Jones – Vice Chairman  
Commissioner DeFore  
Commissioner Bechtel  
Commissioner Shepherd |
| 1:00 p.m.    | Work Session  
Presentation by the Cherry Blossom Festival | All Commissioners |

Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.
Tuesday, November 25, 2014
OPERATIONS AND FINANCE COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From the October 28, 2014 Meeting
Meeting: Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
10-28-2014.pdf (414 KB)

2. APPROPRIATION FOR DISTRICT ATTORNEY'S OFFICE

Subject: A. An Ordinance To Appropriate $32,500 From Fund Balance To The Office Of District Attorney
Meeting: Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. APPROPRIATION FOR DISTRICT ATTORNEY'S OFFICE
Access: Public
Type: Action

3. AMENDMENTS AND REVISIONS TO THE CODE OF ORDINANCES

Subject: A. An Ordinance To Revise Chapter 26, Article V Imposing License Fees and Taxes On Insurance And Premiums
Meeting: Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AMENDMENTS AND REVISIONS TO THE CODE OF ORDINANCES
Access: Public
Type: Action

File Attachments
4. ESTABLISHING THE PENSION TRUSTEE BOARD

Subject  A. A Resolution To Adopt The Fourth Amendment To The Bibb County Pension Plan of 1968 So As To Establish The Pension Trustee Board, To Designate The Composition of the Board And To Grant The Newly Designated Board Those Powers Formerly Granted To The Macon-Bibb County Commission Under Section 13.03

Meeting  Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category  4. ESTABLISHING THE PENSION TRUSTEE BOARD

Access  Public

Type  Action

File Attachments
11-25-2014 - Res Adopt the 4th Amendment to Pension Plan.pdf (1,004 KB)

5. AMENDING MASTER STATEMENT OF INVESTMENT POLICY

Subject  A. A Resolution To Amend The Master Statement Of Investment Policy To Allow For Immediate Termination Of Under-performing Investment Managers

Meeting  Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category  5. AMENDING MASTER STATEMENT OF INVESTMENT POLICY

Access  Public

Type  Action

File Attachments
11-25-2014 - Res Amend Pension Plan.pdf (5,589 KB)

6. PURCHASING GARBAGE CARTS AND RECYCLING CARTS

Subject  A. A Resolution To Authorize And Approve The Purchase Of Residential Garbage Carts And Recycling Carts For The Solid Waste Department In The Amount of Eighty Four Thousand Nine Hundred Eighty-Nine Dollars and 89/100 ($89,989.89) From Toter, Inc.

Meeting  Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category  6. PURCHASING GARBAGE CARTS AND RECYCLING CARTS

Access  Public

Type  Action

File Attachments
11-25-2014 - Res Purchase of Garbage Carts.pdf (1,066 KB)

7. AGREEMENTS TO BE EXECUTED
8. LETTER OF SUPPORT REQUEST

Subject: A. A Resolution In Support Of Senate Bill 2891 and House Bill 4726 Of The 13th Congress, Jointly Known As The Innovation In Surface Transportation Act of 2014; Authorizing The Mayor and Commission To Execute A Letter Of Support to the Congressional Delegation

Meeting: Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 8. LETTER OF SUPPORT REQUEST

Access: Public

Type: Action

File Attachments
11-25-2014 - Res Innovation in Surface Transportation Act.pdf (1,019 KB)

9. AMENDING CHARTER TO REDUCE TOTAL BUDGET REDUCTION REQUIRED

Subject: A. 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 To Reduce The Total Budget Reduction Required By Fiscal Year 2019 Be Reduced From A Total Of Twenty Percent (20%) To A Ten Percent (10%) Of The Fiscal Year 2014 Operating Budget

Meeting: Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 9. AMENDING CHARTER TO REDUCE TOTAL BUDGET REDUCTION REQUIRED

Access: Public

Type: Action

File Attachments
11-25-2014 - Res Introduce Legislation during 2015 Session (2).pdf (553 KB)

10. RETIREMENTS

Subject: A. Vested Retirement of Marilyn Morris with 11 years and 3 months of service
### 11. GRANT REQUESTS AND AWARDS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>A Resolution Authorizing The Acceptance Of The Tourism Product Development Grant In The Amount of $4,645 Awarded To The Mayor's Office</td>
</tr>
<tr>
<td>B.</td>
<td>B. A Resolution Authorizing The Acceptance Of The Christmas With A Deputy Grant In The Amount Of $2,500 Awarded To The Sheriff's Department</td>
</tr>
<tr>
<td>C.</td>
<td>C. A 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</td>
</tr>
<tr>
<td>D.</td>
<td>D. A Resolution In Support Of The Macon Arts Alliance's Efforts To Seek Grant Funding Via The National Endowment For The Arts In Support Of An Arts Village In East Macon</td>
</tr>
</tbody>
</table>

**Meeting:** Nov 25, 2014 - OPERATIONS AND FINANCE COMMITTEE

**Category:** 11. GRANT REQUESTS AND AWARDS

**Access:** Public

**Type:** Action

**File Attachments**
- 11-25-2014 - Tourism Product Development Grant $4,645.pdf (634 KB)
- 11-25-2014 - Christmas with a Deputy Grant $2,500.pdf (755 KB)
- 11-25-2014 - Recreational Trails Program Grant $100,000.pdf (126 KB)
12. SUPPLEMENTAL BUDGET REQUESTS

13. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

October 28, 2014

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

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
Commissioner Al Tillman
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Shelia Thurmond, Clerk of the Commission
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Ben Hubbard, Director of Human Resources
Bel Wall, Asst. Director of Human Resources
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Julie Moore, Asst. to the County Manager
Chris Floore, Assistant to the County Manager
Sam Henderson, Exec. Asst. to Commissioners
David Cooke, District Attorney
David Montford, Chief of Staff, Sheriff’s Office
Deborah Martin, Sheriff’s Office
Tom Buttram, Director of Business Dev. Services

VISITORS/GUESTS:
Brittney Childs, Industrial Authority
Rufus Holmes
Bud Fletcher
Charles Rutland
Scott Thompson, Piedmont Construction
Dean Collins, Vice President at T.Y. Lin International
Clifford Whitby, Macon-Bibb County Industrial Authority
Mike Dyer, CEO, Chamber of Commerce
Nancy White, Macon-Bibb Co. Health Department
Jan Beeland, Macon Arts Alliance
Jonathan Dye, Macon Arts Alliance
President William Underwood, Mercer University
Larry Brumley, Mercer University
Louie Hargrove
Rick Hutto
Clay Murphey, SPLOST Manager
Lowell Register
Rick Jones, Macon-Bibb County Transit Authority
Andy Stroud, Macon Transit Authority
Jim Daws, President, Sierra Development
John O’Neal, BB&T
Chris Loeffler, Blue Cross/Blue Shield
Debbie Pope, Blue Cross/Blue Shield
Jimmy Hinson, BB&T
Virgil Adams, Adams, Jordan & Herrington

NEWS MEDIA
Anita Oh, WMAD TV 13
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Malcolm Johnson, WGA FOX 24
1. Approval of minutes from the October 14, 2014 meeting

**ACTION**

*On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, the minutes of October 14, 2014 were approved as written.*


Mayor Reichert called on President William Underwood from Mercer University to speak on the plans for expansion at Mercer University. President Underwood stated that the interchange at Mercer is quickly becoming one of the gateways into Macon. The University has purchased the old Noland Plumbing Building. President Underwood reviewed an illustration of the proposed plans at Mercer which include an 108,029 sq. ft. site acreage that will include a five-story parking deck, 56-four bed units, 4-three bed units, 33-two bed units for a total of 302 beds, 17,088 sq. ft. university offices and leasing / clubhouse space and a 94 room hotel with a future 5,000 sq. ft. restaurant and an additional 263 parking spaces. President Underwood continued that to access this site, a pedestrian bridge would be needed. The cost of the bridge would be approximately $2.2 million. Mayor Reichert stated that Mercer is a wonderful asset to the community and with the improvements to Second Street this would serve as a very attractive passage into downtown. There is presently an opportunity for bond financing to pay for the pedestrian bridge.

The bonds would be spent as follows:

<table>
<thead>
<tr>
<th>General County Bond Projects which includes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General County Blight Removal</td>
<td>4,900,000</td>
</tr>
<tr>
<td>Beall's Hill Sidewalks, Lights, Paving</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Wise Avenue Blight Removal for Athletic Fields</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAD Revenue Bond Projects include:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian Bridge at Mercer</td>
<td>2,200,000</td>
</tr>
<tr>
<td>Second Street Connector</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Remove blight in TAD</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Mid-City Square</td>
<td>2,500,000</td>
</tr>
<tr>
<td>Bridge Superstructure – RR</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bibb Mill Center TAD Project includes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Preparation and Infrastructure improvements</td>
<td>500,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Renaissance TAD Project includes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground water remediation, site preparation and infrastructure improvements</td>
<td>500,000</td>
</tr>
</tbody>
</table>

The General County Bond Projects would be prioritized in the first Quarter of 2015 while the TAD Revenue Bond Projects financing must be completed by December 31, 2014. Mayor Reichert stated that the list of projects would be brought back to the Commissioners for prioritizing. Commissioner Watkins inquired as to the amount allocated for blight removal and asked if that number could be increased. It was the consensus of Virgil Adams and Dale Walker that if it were the wishes of the Commission the amounts allocated could be changed. Commissioner Bechtel stated that he would like to see a comprehensive plan as to how the project to remove blight would be handled before increasing the amount allocated to blight removal.
ACTION

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried four to one with Commissioners Shepherd and Schlesinger voting in the affirmative and Commissioner Bechtel casting the dissenting vote, the resolution was amended to add an additional $5.1 million to the General County Bond Projects for Blight Removal.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, the resolution to approve a plan of finance for issuing certain tax allocation district revenue bonds, Series 2014, 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 and issuing obligation to finance certain capital outlay projects of Macon-Bibb County; to authorize certain officers and agents of Macon-Bibb County to retain professional service and take such actions consistent with the purposes and intents of this resolution was approved as amended.


ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Schlesinger and Watkins voting in the affirmative, the resolution amending the Department of Business and Development Services Administrative Procedures for the enforcement of the Georgia State Minimum Standard Codes was approved.

4. Franchise Agreement with Atlanta Gas Light – Crystal Jones addressed.

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Bechtel and Shepherd voting in the affirmative, the 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 calculations was approved.

5. Call for Non-Binding Advisory Resolution

Mayor Reichert stated that in the FY2015 budget, there was a struggle to find the funds to support the cultural arts, museum facilities, economic development, indigent health care and paratransit services. He continued that he does not see the struggle to fund these entities becoming any easier in the FY2016 budget cycle. He stated that the purpose of the non-binding resolution is for the
Commission to ascertain if the public would support these organizations with a mil of tax which would help balance the budgets in the future. A mil increase would generate approximately $4 million in revenue which would be equally divided between the four entities. Commissioner Lucas stated that her fear of approving the resolution was that when the government goes back to the community and ask them to once again vote for a SPLOST they would not support it. Also, she fears that if the public does not approve the mil increase that this would be a prerequisite for the Administration to say that the government should no longer support these entities since the voters would not cast a vote to support them. She continued that she believed this would be used as an excuse to cut these entities out of the budget entirely. Commissioner Bivins concurred. Commissioner Bivins asked how the list was determined as he would have liked to have seen the EOC added to the list. Commissioner Lucas stated that she would like to have a public hearing and see how the public feels about the resolution before asking the delegation to approve it.

**ACTION**

*On motion of Commissioner Lucas to table the resolution and seconded by Commissioner Watkins, the motion failed to carry on a three to two vote with Commissioners Shepherd, Schlesinger and Bechtel casting the dissenting votes.*

Commissioner Schlesinger stated that his concern was that the budget will get more and more difficult and there must be a plan on how to deal with the budget shortfalls. Mayor Reichert asked Clifford Whitby, Chairman of the Industrial Authority and Mike Dyer, President of the Greater Macon Chamber of Commerce their thoughts on the mil increase. Mr. Whitby stated that it continues to be harder and harder to bring businesses to the community if you do not have an attractive incentive package to offer them. He stated Kumho Tire was one business that benefited from the package that the Chamber was able to offer them. Mr. Whitby continued that bringing businesses to the community directly benefits the citizens as it brings good paying jobs to the area. Mr. Dyer concurred with Mr. Whitby and stated that the mil increase will give them a chance to remain competitive with other areas in the state.

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Bechtel and carried four to one with Commissioner Lucas casting the dissenting vote, the resolution requesting the local legislative delegation to 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 was approved.*

6. Items Referred Back To Committee From October 21, 2014 Commission Meeting
   A. Resolution approving Changes in Macon-Bibb County's Group Health Plan, including Design, Eligibility and Premium Contribution Changes

Ben Hubbard, Director of Human Resources, addressed the realities of insurance for the Macon-Bibb County employees. He stated there are rising costs, more employee participation and more claims management. The claims costs to the plan are higher for retirees than for active employees by 50% through the first nine months of 2014. The monthly claims cost per employee was $557.69 while the claims cost per retiree per month was $840.13. An increase for employees / retirees of 10% to the net monthly cost after tobacco and wellness discounts would result in annual plan savings of $48,234. Presently, the government has 1,649 employees with health coverage and 503 have their spouses covered. The plan also has 500 retirees with health coverage with 282 of their spouses covered. Mr. Hubbard's recommendation was for retirees, who are working elsewhere and have other group health

---

*October 28, 2014  Page 4 of 8*
ATTACHMENT 1.A

benefits available to them, should be removed from Macon-Bibb's plan. Also, spouses of retirees, who are working elsewhere and have group health benefits available to them should also be removed. Commissioner Lucas stated she did not like the idea of removing retirees or their spouses from the Macon-Bibb County plan. Commissioner Shepherd concurred and continued what retirees or spouses would have to pay with another employer might be much higher than what they pay with the County. Mr. Hubbard stated given the less than $50K result of increasing retiree plan premiums by 10%, his recommendation was that there not be a premium increase for the 2015 plan year.

Mr. Hubbard recommended the following changes to the Health Insurance Plan effective January 1, 2015.

1. The changes that are required under the Affordable Care Act
2. Increase the Out-of-Pocket Maximum of $500 per individual member not to exceed $1,000 per family. This serves to offset the addition of prescription drug co-pays towards the Out-of-Pocket Maximum accumulation.
3. Add the following prescription drug formulary edits that will apply to some drugs
   a. Prior authorization assures proper use and guidelines are followed
   b. Step Therapy – a process calling for the use of one type of drug before another type is covered
   c. Quantity Limits – restricts over-utilization of a medication and unnecessary refills
   d. Dose Optimization – encourages double strength dosage once a day instead of half doses twice daily. Results in lower cost and greater likelihood of remembering to take the dose.
   e. Add pay the difference – logic to encourage generic drug utilization.
4. Add Blue Cross Live Health Online program
5. Premium Contributions - The monthly claim cost per employee was $557.69 while the claims cost per retiree per month was $840.13. An increase for employee/retirees of 10% to the net monthly cost after tobacco and wellness discounts would result in annual plan savings of $48,234.
6. As a risk reducing strategy we propose to modify the eligibility rules to be covered under the plan. Specifically we would make the following classification ineligible for health benefits.
   a. Retirees who are working elsewhere and have group health benefits available to them
   b. Spouses of active employees or of retirees who are working elsewhere and have group health benefits available to them

Commissioner Lucas stated that once again she did not agree with the increase in Premium Contributions or removing retirees or their spouses from the coverage.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Schlesinger and Watkins voting in the affirmative, the resolution was amended removing Recommendation 5–Premium Contributions and Recommendation 6 – Removing Retirees And Their Spouses If They Are Working Elsewhere From The Insurance.

Commissioner Watkins asked about recommendation 3.D regarding Dose Optimization. Mr. O'Neal stated, in his case, the physician was able to reduce his dosage from two pills a day to one and he suffered no side effects but saved on the amount spent on the medication. He continued that this might not be effective with all medication but it had worked for him.
ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Schlesinger and Watkins voting in the affirmative, the resolution was amended removing Recommendation 3.D – Dose Optimization.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Schlesinger and Watkins voting in the affirmative, the resolution approving changes in Macon-Bibb County’s group health plan including design, eligibility and premium contribution changes was approved with the amendments to remove Recommendations 5 – Premium Contributions, Recommendation 6 – Removing retirees and spouses who are employed elsewhere from the Macon-Bibb County plan and Recommendation 3.D – Dose Optimization.

B. 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.

Mr. Hubbard reviewed the Health Reimbursement Arrangement. He stated that pre-May 2011, employees who become an eligible retiree of Bibb County and enrolls in a medical plan through Extend Health shall be eligible to participate in a Health Reimbursement Arrangement (HRA) with a $388 per month subsidy. Mr. Hubbard's recommendation was that Macon-Bibb County continue HRA Benefits to former Bibb County Employees, preform an actuarial report projecting HRA Liability, and seek counsel from Attorney Patti Kessler. He continued that the Commissioners might want to hold a work session to review this issue more thoroughly. He continued that it might be that they could lower the amount of reimbursement and also include the former City employees.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the 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 was approved.

7. Grant Requests and Awards

Julie Moore presented the grant request from EMA for an Emergency Management Performance Grant Response and Recovery Award. This grant comes with no matching funds.
ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the 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 was approved.

8. Supplemental Budget Requests

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

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the ordinance to appropriate $12,000 from Fund Balance to Non-Departmental to cover employee parking contract was approved.

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

Commissioner Jones stated that the businesses on Ingleside would like to see Christmas lights placed on their section of the street.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the ordinance to appropriate $17,000 from Fund Balance to the Economic and Community Development Office to cover Main Street expenses including Christmas lights was approved.

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

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the ordinance to appropriate $23,000 in the Commissary Fund to operating equipment general was approved.

- 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

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the 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 was approved.
• Ordinance to appropriate $2,264,489 from SPLOST Fund to FY 15 SPLOST Budget

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the ordinance to appropriate $2,264,489 from SPLOST Fund to FY15 SPLOST Budget was approved.

9. Transfer of Funds – 2: Bibb Sheriff’s Office for $15,000.00
   Public Defender’s Office for $54,000

There being no further business, the meeting was adjourned.

Shelia Thurmond, CCC
Clerk of Commissioner
Michael Gardner Bio

Michael H. Gardner started his union career in 1976 by joining the United Paper Workers while working at Inland Container. After going to work at Brown & Williamson Tobacco Corp., his first elected union position was as shop steward for the Bakery, Confectionery, & Tobacco Workers Union Local 362-T. Bro Gardner then served as Financial Secretary for Local 362-T for twenty years. He was elected to serve on five contract committees, plant safety committee, and was a registered labor lobbyist for Local 362-T for twelve years.

After retiring from Brown & Williamson, Bro. Gardner went on staff as a Lead Organizer for Service Employees International Union Local 1985 for five years. He was then employed by the International Brotherhood of Electrical Workers Local 1316 as the Membership & Business Development Director until August 2012.

Bro. Gardner has served as President or Secretary – Treasurer for the Central Georgia Federation of Trades & Labor Council AFL-CIO for twenty years. Bro. Gardner is a member of Teamsters 528, and is now serving as Financial Secretary for the Labor Council. The Labor Council sponsors the annual Martin Luther King, Jr. Banquet and Awards Ceremony, which is in its 25th year.

Bro. Gardner has served in the past on the Georgia State AFL-CIO Executive Board, Executive Committee for United Way of Central Georgia, Middle Georgia Community Food Bank, Bibb County Democratic Executive Committee, and Chairman for the Bibb County Board of Elections. He presently serves on the Martin Luther King Jr. Celebration Committee, nominated by Elaine Lucas and appointed by Macon/Bibb Mayor Robert Reichert.

Bro. Gardner is married to the former Pam Roberts. Together they have four grown children and twelve grandchildren. The Gardner’s attend Elm Baptist Church in Gray, Georgia. Bro. Gardner is a Past Master Mason for Fort Hawkins F&AM Lodge #418 and is presently a member of Sincerity F&AM Lodge #430 and also a Shriner.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 26, ARTICLE V, OF THE CODE OF ORDINANCES, MACON-BIBB COUNTY IMPOSING LICENSE FEES AND TAXES ON INSURANCE AND PREMIUMS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, Sec. 26, Article V of the Inaugural Code of Ordinances codifies the license fees and taxes on insurance and premiums for companies doing business within Macon-Bibb County; and

WHEREAS, O.C.G.A. § 33-8-8, § 33-8-8.1 & § 33-8-8.2 regulate the taxation of insurance companies and the collection of license fees by the state, counties, and municipal governments;

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

Section 1.

Chapter 26, Article V – General Provisions - of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended as follows:

ARTICLE V. LICENSE FEES AND TAXES ON INSURANCE COMPANIES AND PREMIUMS

Sec. 26-131. Insurers' license fees.

Pursuant to O.C.G.A. § 33-8-8, there is hereby levied an annual license fee upon each insurer doing business within Macon-Bibb County in the amount of one hundred fifty dollars ($150.00). For each separate business location in excess of one (1) not covered by section 26-132, which is operating on behalf of such insurers within Macon Bibb County, there is hereby levied a license fee in the amount of one hundred fifty dollars ($150.00). For the purposes of this article, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 26-132. License fee for insurers insuring certain risks at additional business locations.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and, in connection with such loans or sales, offers, solicits or takes applications for insurance through a licensed agent of an insurer for insurance, such insurer shall pay an additional license fee of fifty-two dollars and fifty/100s ($52.50) per location.
Sec. 26-133. Insurance agency license fees; independent insurance agencies, brokers, etc., not otherwise licensed.

There is hereby levied an annual license fee upon independent agencies and brokers for each separate business location from which an insurance business is conducted and which is not subject to the company license fee imposed by section 26-131, in the amount of one hundred fifty dollars ($150.00) for each such location within Macon Bibb County.

Sec. 26-134. Gross premiums tax - Imposed on life insurers.

There is hereby levied, for the year 2015 and each subsequent year, an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance, designated as class (1) insurance in O.C.G.A. § 33-3-5, within the State of Georgia in an amount equal to one (1) percent of the gross direct premiums received during the preceding calendar year. In accordance with O.C.G.A. § 33-8-8.1. "Gross direct premiums," as used in this section, shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 26-131.

Sec. 26-135. Same - On all other insurers.

There is hereby levied, for the year 2015 and for each year thereafter, an annual tax based upon the gross direct premiums on each insurer doing business within the State of Georgia at the rate of two and one half (2.5) percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Insurer, as used in this section, shall mean any insurer other than an insurer transacting business in the class of insurance designated as class (1) of O.C.G.A. § 33-3-5. As used in this section, "gross direct premiums" shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 26-131.

Sec. 26-136. Due date for license fees.

License fees imposed in sections 26-131 through 26-133 shall be due and payable on the first day of January, 2015, and on January first of each subsequent year. Payment shall be made in the office of the Macon-Bibb County clerk.

Secs. 26-137 - 26-150. Reserved.
Section 4.

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

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

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

Section 5.

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

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this ____ day of ______________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN OF 1968 SO AS TO ESTABLISH THE PENSION TRUSTEE BOARD, TO DESIGNATE THE COMPOSITION OF THE BOARD AND TO GRANT THE NEWLY DESIGNATED BOARD THOSE POWERS FORMERLY GRANTED TO THE MACON-BIBB COUNTY COMMISSION UNDER SECTION 13.03; REPEALING SECTION 13.04; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, the Plan was amended by the Board of Commissioners of Bibb County effective January 1, 2014, (the “First Amendment to the Bibb County Pension Plan of 1968”), to reflect the restructuring of governments by transferring sponsorship of the Plan to Macon-Bibb County (the “Employer”) (and to exclude new employees of the restructured government who are hired on and after January 1, 2014, from participating in the Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective February 18, 2014, (the “Second Amendment to the Bibb County Pension Plan of 1968”), by amending various definitions under Article I of the Plan regarding “Eligible Employee” and Section 2.01 of the Plan regarding “Eligibility”, and Section 2.07 regarding “Restructured Government” with the addition of subsection (d); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective October 7, 2014, (the “Third Amendment to the Bibb County Pension Plan of 1968”), to comply with IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor case overturning the Defense of Marriage Act (“DOMA”); and

Page 1 of 6
WHEREAS, Article XI of the Plan allows the Plan to be amended by the Employer at any time by a written instrument authorized by the Macon-Bibb County Commission.

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

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

SO RESOLVED this ___ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
__________________________
SHELIA THURMOND, CLERK OF COMMISSION
FOURTH AMENDMENT TO THE BIBB COUNTY PENSION PLAN OF 1968

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

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

WHEREAS, the Plan was amended by the Board of Commissioners of Bibb County effective January 1, 2014, (the “First Amendment to the Bibb County Pension Plan of 1968”), to reflect the restructuring of governments by transferring sponsorship of the Plan to Macon-Bibb County (the “Employer”) (and to exclude new employees of the restructured government who are hired on and after January 1, 2014, from participating in the Plan); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective February 18, 2014, (the “Second Amendment to the Bibb County Pension Plan of 1968”), by amending various definitions under Article I of the Plan regarding “Eligible Employee” and Section 2.01 of the Plan regarding “Eligibility”, and Section 2.07 regarding “Restructured Government” with the addition of subsection (d); and

WHEREAS, the Plan was further amended by the Macon-Bibb County Commission effective October 7, 2014, (the “Third Amendment to the Bibb County Pension Plan of 1968”), to comply with the IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor case overturning the Defense of Marriage Act (“DOMA”); and

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

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

1. Article I of the Plan, Definitions, “Plan Administrator” is hereby amended by completely amending and restating the definition for “Plan Administrator” as follows:

“Plan Administrator means the Pension Trustee Board. In addition to its other duties, the Plan Administrator shall have full responsibility for compliance with the reporting and disclosure rules under all laws applicable to this Plan. The Plan Administrator may delegate any of its duties under the Plan to the Actuary and/or a third party administrator. Effective December 9, 2014, any references in the Plan to the Macon-Bibb County Commission acting as “Plan Administrator” shall be deemed to be references to the Plan Administrator.”
Administrator” shall mean the “Pension Trustee Board.” The Plan Administrator shall have no authority to amend and/or terminate the Plan.

2. Article 13 is hereby renamed from “Employer Administrative Provisions” to “Administrative Provisions”.

3. Section 13.03 of the Plan with the heading “Board of Commissioners” shall be amended by completely restating Section 13.03 to read as follows:

“13.03 Pension Trustee Board.

The Pension Trustee Board will consist of a seven (7) member board comprised as follows: one active vested Macon-Bibb County employee (as defined by Section 8.02) that is a member of this plan, one active vested law enforcement employee that is a member of this plan, one vested Macon-Bibb County retiree that is a member of this plan, one vested law enforcement retiree that is a member of this plan, one Macon-Bibb County resident at large (with a financial background), and two Macon-Bibb County Commissioners; where said members shall be appointed by the Mayor, subject to approval of the majority of the Macon-Bibb County Commission. All members of the Pension Trustee Board shall serve at the pleasure of the Macon-Bibb County Commission and may be removed by the Mayor prior to the expiration of their respective terms with the approval of a majority vote of the Macon-Bibb County Commission. All Pension Trustee Board members shall serve a two-year term beginning December 9, 2014, and ending December 31, 2016. Each successor thereafter will serve a two year term which shall begin January 1 of the respective year.

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

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

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

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

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

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

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

(v) To prepare and distribute to all Plan Participants and Beneficiaries information concerning the Plan and their rights under the Plan, including, but not limited to, all information that is required to be distributed by any applicable law;

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

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

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

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

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

(xi) To do all things necessary to operate and administer the Plan in accordance with its provisions and in compliance with applicable provisions of federal law;
ATTACHMENT 4.A

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

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

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

3. Section 13.04 Pension Advisory Committee is hereby repealed in its entirety, thereby eliminating said committee.

4. The effective date of this Amendment shall be December 9, 2014.

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

MACON-BIBB COUNTY, GEORGIA

By: ________________________________

ROBERT A.B. REICHERT, MAYOR

Attest: ______________________________

SHELLA THURMOND, CLERK OF COMMISSION

Page 6 of 6
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION, AS THE PLAN ADMINISTRATOR AND TRUSTEE FOR THE MACON-BIBB COUNTY PENSION PLAN, TO AMEND THE MASTER STATEMENT OF INVESTMENT POLICY TO ALLOW FOR IMMEDIATE TERMINATION OF UNDERPERFORMING INVESTMENT MANAGERS; AND FOR OTHER PURPOSES.

WHEREAS, the Master Statement of Investment Policy (the “MSOP”) for the Macon-Bibb County Pension Plan was adopted on October 21, 2014 by the Macon-Bibb County Commission in its capacity as the plan administrator and trustee of the plan; and

WHEREAS, the adopted MSOP allows for the termination of an investment manager only after the manager’s performance has not improved for two (2) succeeding quarters after being placed on the ‘watch list’; and

WHEREAS, the Macon-Bibb County Commission, as plan administrator and trustee, wishes to amend the MSOP to remove the provision granting an investment manager two (2) succeeding quarters to improve performance prior to termination;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, as the Plan Administrator and Trustee for the Macon-Bibb County Pension Plan, and it is hereby so resolved by the authority of the same that the Master Statement of Investment Policy for the Macon-Bibb County Pension Plan be amended as set forth above, a copy of the amended MSOP attached hereto and incorporated herein by reference.

SO RESOLVED this ___ day of __________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
Master Statement of Investment Policy Statement ("MSOP")

for

The Macon-Bibb County Pension Plan

October 2014
I. Introduction

Purpose of this Master Statement of Investment Policy

The purpose of this Master Statement of Investment Policy ("MSOP") is: 1) to establish a clear understanding of the Macon-Bibb County Pension Plan's purpose, investment philosophy and investment goals which the Pension Committee judge to be appropriate and prudent for the management of the Plan Assets, in consideration of the needs of the Plan's participants and beneficiaries and in compliance with the Public Retirement Systems Investment Authority Law, State of Georgia's Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12 and, 2) to provide asset allocation and Investment Manager implementation guidelines that are most suitable to meet those goals. It is designed to be the basis for all future investment decisions and serves the following purposes:

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

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

- Establish reasonable expectations and guidelines for the investment of the portfolio's assets;
- Define permitted asset classes and allocation among the asset classes;
- Create a framework and process for selecting suitable asset classes and investment managers;
- Create a mechanism for measuring and tracking portfolio performance against relevant benchmarks or other criteria;
- Define standards for making ongoing adjustments based on changing market conditions, needs and/or changing circumstances;
- Define responsibilities for administrative support and communication for all interested entities.

These policies will be reviewed by the Pension Committee periodically and revised as necessary to ensure they adequately reflect the current financial requirements of the Plan and the capital markets.
Definitions

1. "Pension Committee" refers to the persons governing the Plan established to administer and manage the assets of the Plan in compliance with Public Retirement Systems Investment Authority Law, State of Georgia’s Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12

2. "Investment Fiduciary" means any person, group of persons or organizations who performs any of the following functions:

   (a) Exercises any discretionary authority or control in the investment of the Plan’s assets;

   (b) Has acknowledged in writing that the firm is an Investment Fiduciary with respect to the assets of the Plan.

3. "Investment Manager" means any individual, group of individuals, or organizations employed to manage the investments of all or part of the Plan Assets.

4. "Investment Management Consultant" means any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search and selection, and performance monitoring.
Master Statement of Investment Policy

Investment Objectives

The Pension Committee recognizes the following factors in establishing investment objectives:

- The MSOP is primarily designed to measure the overall long term results of the Plan through the effectiveness of the manager and style selection correlations in achieving the overall expected returns that are also in line with the risk objectives and investment parameters established in the MSOP. To that end, achieving the overall results of the total Plan are more important than the Individual Manager selections and style results in assessing the top three investment objectives for the Plan;

- Various managers, and style segments, of the markets cycle in and out of favor over a completed market cycle and the objective is not to time the markets or style segments by making such bets, but to coordinate an overall investment plan that meets the Plan’s overall objectives and reduces the risk associated with market and style segment timing;

- Since the overall results of the manager and style correlations are the primary focus of the performance measurement and benchmark objectives, then the Individual Managers and style selection benchmark considerations are secondary to the overall objectives and performance expectations for the Plan.

The MSOP is designed to meet the following objectives:

- Provide coordination and efficiency with investable assets;
- Meet or exceed the benchmarks established for the combined portfolio and each manager over a complete market cycle;
- Meet or exceed the investment return objectives contained in the actuarial assumptions;
- Preserve and grow principal to combat the effects of inflation and to grow assets to meet future needs of the Plan, over a complete market cycle;
- Mitigate risk through prudent and proper company, sector and asset diversification;
- Create a mechanism for measuring and tracking portfolio performance against the appropriate benchmarks;
- Serve as a reference tool, an operating code, and a communications link between the Pension Committee, consultants, Investment Managers, custodian and other professional advisers.
Master Statement of Investment Policy

The top three investment objectives are:

(1) **Long Term Growth of Capital** while avoiding excessive risk to grow the Plan assets to cover future benefit payments and expenses;

(2) **Preservation of Capital** to achieve a balanced return of current income and growth of principal;

(3) **Average, annual, nominal return of 7.5%**, the actuarial assumed rate of return.

The investment time horizon will be considered long term, incorporating a full economic cycle of both economic expansions and recessionary periods. A minimum time horizon is 10 years.

*This MSOP is intended to be a summary of an investment philosophy that provides guidance to the Pension Committee. It is understood that there can be no guarantees about the attainment of goals or investment objectives outlined here.*
II. Information about Retirement Committee and this Plan

Macon-Bibb County Commissions and Pension Committee
700 Poplar St.
Macon, GA 31202
Phone:
(478) 751-7244
Email: contact@maconbibb.us

Primary Contact
Dale M. Walker, County Manager
Email: DWalker@meconbibb.us

Approximate Portfolio Value
$110 million (Market value as of 9-30-2014).

Purpose and Scope of the Plan
The Plan is a defined benefit plan. The fiduciaries are the Macon-Bibb County Board of Commissioners. As fiduciaries, the Macon-Bibb County Board of Commissioners are ultimately responsible for the Plan. The Commissioners have delegated the decisions contained in this MSOP to the Pension Committee. The plan currently has 1219 participants of which 744 are active participants, 65 Inactive Participants, and 410 Retired/Beneficiaries. As of 12/31/2013, the Plan is 70.8% funded. Actuarial assumed rate of return is 7.5%. Minimum recommended contributions of 16.85% for the fiscal year ended 6-30-15. Gains and losses are reflected in the unfunded accrued liability that is being amortized by regular annual contributions as a percentage of payroll within a 19 year period on the assumption that payroll will increase 4.25% annually. The plan is funded by employer contributions and is actuarially determined. A new accounting standard, the Governmental Accounting Standards Board Statements Nos. 67 and 68 (GASB 67/68) will become effective for the plan’s future financial statements. GASB 67/68 replaces GASB 25/27, makes major changes to the calculation of the accounting cost of the pension plan. Actuarial assumptions reflect 4% inflation with no cost-of-living adjustments. Funds are to be used for the accumulation and investment of funds solely in the interests of participants and beneficiaries of the plan for the exclusive purpose of providing benefits accrued thereunder and defraying the reasonable expenses of administration. Five year smoothing currently for actuarial valuation. Rate of return based on actuarial value as of 12-31-13 was 5.57%. 

7

Page 8 of 27
Master Statement of Investment Policy

Governance

The Plan is administered and managed by the Macon-Bibb County Commission consisting of ten (10) members.

Time Horizon and Risk Tolerance

The investment time horizon will be considered long term, incorporating a full economic cycle of both economic expansions and recessionary periods. Minimum time horizon is 10 years. The risk tolerance is moderate plus; focusing more on growth of capital, followed by preserving capital. Require capital appreciation; average/just above average return; balanced approach with tilt towards equities and growth. Risk objective is accept risk to principal; accept average loss of principal to generate return; prefer growth/equity tilt, a balanced approach; average market risk/average level of volatility. Moderate plus translates to a 65/35 equity/fixed income allocation

Consultant and Custodian

The Plan is utilizing Independent Portfolio Consultants, Inc.'s ("IPC's") business model of a "manager of managers" approach to investment consulting that incorporates services offered under the Independent Managed Assets Program ("IMAP-D") The specific services provided are outlined in this document. First Clearing Corporation, a subsidiary of Wells Fargo Bank, serves as custodian.

Tax and Regulatory Status

As a governmental plan, the Plan is subject to the applicable provisions of the Internal Revenue Code of 1986, as amended, and the, Public Retirement Systems Investment Authority Law, State of Georgia's Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12 and is not subject to the Employee Retirement Income Security Act of 1974, as amended. The Plan assets are invested in accordance with this Master Statement of Investment Policy (MSOP) and addenda.
III. Responsibilities of Plan Representatives

Pension Committee

The Pension Committee acknowledge its responsibility as a fiduciary to the Plan. In this regard, the Pension Committee must act prudently and for the exclusive interest of the Plan’s participants and beneficiaries. Duties and responsibilities include:

1. Complying with the provisions of pertinent federal, state and local laws and regulations;
2. Developing sound and consistent investment goals, objectives and performance measurement standards which are consistent with the needs of the Plan;
3. Appointing and evaluating qualified Investment Managers and consultant(s) to invest and manage the Plan’s assets;
4. Determining, with the advice of the investment consultant, how the Plan’s assets should be allocated among the various asset classes;
5. Reviewing and evaluating the results of the Investment Managers in context of established standards of performance;
6. Taking whatever corrective action is deemed prudent and appropriate when an Investment Manager fails to perform as mutually expected;
7. Review and deal prudently with any conflicts of interest.
Master Statement of Investment Policy

Independent Portfolio Consultants, Inc.

Independent Portfolio Consultants, Inc. ("IPC") acknowledges its responsibility as an investment advisor fiduciary of the Plan. The primary role of IPC is to act as investment advisor and provide investment management services that will enable the Pension Committee to make well informed decisions regarding the investment of the Plan’s assets. The duties and responsibilities include:

1. Performing ongoing due diligence review and analysis of an Investment Manager’s adherence to its investment style, process, and philosophy;
2. Requiring that investment performance is reported in accordance with the Global Investment Performance Standards (GIPS®), except Multiple Manager Strategy Portfolios (MMSP);
3. Ongoing due diligence review of Investment Managers to determine what, if any, changes have taken place at each firm that may have an adverse impact on the portion of the portfolio for which the Investment Manager is responsible;
4. Reviewing the underlying Statements of Investment Policy, at least quarterly, to insure adherence to the policies set forth therein;
5. Determining, in consultation with the Pension Committee, if any modifications to the Statements of Investment Policy or Master Statement of Investment Policy are required;
6. Computing and reporting actual investment results quarterly through a performance measurement report, to compare the results to the appropriate benchmarks and any other measures required for one, three, and five-year periods ending with the most recent quarter. Performance versus assigned benchmarks will be reported for the total portfolio, for each asset class, and for each money manager, net of fees;
7. Arranging for the execution of stock and bond trades through the Broker-Dealer;
8. Maintaining online interface and daily balancing of accounts with the Plan’s designated bank and custodian;
9. Conducting asset allocation studies when deemed appropriate and/or at the request of the Pension Committee;
10. Conducting periodic educational workshops upon request;
11. Compliance with the Public Retirement Systems Investment Authority Law, Public Retirement Systems Investment Authority Law, State of Georgia’s Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12; subsequent amendments to be provided by the Retirement Committee to IPC;
12. Manager of Managers – to recommend the hiring or replacement of the current Investment Manager(s), based on Numbers 1, 2, 3 and 6 above.
Master Statement of Investment Policy

Custodian

The Custodian is responsible for the safekeeping of the Portfolio’s investment assets. The specific duties and responsibilities of the custodian include:

1. Provide adequate safekeeping services;
2. Settle securities transactions in a timely manner;
3. Collect fund income when due;
4. Provide adequate accounting and account access services;
5. Prepare useful, accurate, and timely investment reports;
6. Provide required cash-management services;
7. Provide adequate administrative support;
8. Process proxy administration promptly and accurately;
9. Publish an annual statement of all assets and activities as required by regulation.

Investment Managers

It is the responsibility of the Retirement Committee, with the assistance of the investment consultant, to select prudent Investment Managers to manage the assets. Such managers can include regulated banks or insurance companies, mutual funds registered under the Investment Company Act of 1940, exchange traded funds or registered investment advisors. With respect to any mutual or other commingled funds that have been purchased by the Portfolio, the prospectus or Declaration of Trust documents of the fund(s) will govern the investment policies of those assets.

The following guidelines apply to separately managed accounts.

Fiduciary Responsibilities

Each Investment Manager is expected to prudently manage the Portfolio’s assets in a manner consistent with the investment objectives, guidelines, and constraints outlined in this MSOP, their separate Statements of Investment Policy and in accordance with applicable laws including Public Retirement Systems Investment Authority Law, State of Georgia’s Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12.

Each Investment Manager Shall:

☐ Be a bank, insurance company or be registered as an investment adviser under the Investment Advisers Act of 1940 (where applicable) and certifying as qualified to be appointed as investment manager under these requirements;

☐ Maintain adequate fiduciary liability insurance and bonding for the management of this account.
Master Statement of Investment Policy

Security Selection/Asset Allocation

1. Invest and manage the Plan assets as a fiduciary with the diligence, care, skill and discretion that a prudent, professional Investment Manager would use in the investment of such assets and in compliance with all applicable laws, rules and regulations, Public Retirement Systems Investment Authority Law, State of Georgia's Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12

2. Report through IPC any significant changes in its investment strategy or portfolio structure; significant changes in its ownership, affiliation, organizational structure, or financial conditions; and its professional staff turnover;

3. Maintain the asset allocation within the ranges specified in each Statement of Investment Policy;

4. Meet or exceed benchmark performance over a complete market cycle;

5. Communicate to IPC all substantive changes to the accounts pertaining to investment strategy, asset mix, portfolio structure, and other matters affecting the investment of assets;

6. Communicate with the Pension Committee regarding all significant matters pertaining to the Plan’s assets as required by the Retirement Committee. It is anticipated that annual review meetings will be conducted by IPC with the Investment Managers.

Proxy Voting

Each Investment Manager is responsible and empowered to exercise all rights, including voting rights, as are acquired through the purchase of securities, where practical. Each Investment Manager shall vote proxies according to their established Proxy Voting Guidelines. A copy of those guidelines, and/or summary of proxy votes shall be provided to the Pension Committee upon request.
IV. Asset Allocation

Assumptions for Long-Term Target Asset Allocation

The Pension Committee recognizes that a long-term asset allocation policy is the primary mechanism for accomplishing the investment objectives set forth in this document and is the primary determinant of investment performance.

Assumptions Underlying How the Assets are Structured

- **First**, informed judgments are made about the asset categories that are being considered for investment based on knowledge of market and economic trends and capital market assumptions used to develop investment themes. Judgments are made about the likely returns provided by each category. **Second**, judgments about the risks associated with an investment in each category are made. **Third**, how the various categories are likely to perform relative to each other are conducted (correlations). **Fourth**, based on expectations for return, risk, and relative performances, calculations are made on how various combinations of the assets will perform and how the combination selected will provide the most appropriate combination for the risk/return tradeoff.

- Over the long-term, equities are expected to outperform fixed income investments on an absolute basis. Furthermore, based on the long-term time horizon for the investment of the securities, equities are well-suited to bear the added short-term variability of return recognizing the greater expected long-term return.

- Certain segments of the capital markets are inefficient enough, and the potential rewards of sufficient magnitude, to warrant pursuing active management of the assets with the expectation of outperforming passive (index) alternatives over time.

- A Multiple Manager Strategy Portfolio (MMSP) can provide additional diversification of the equity market while providing comparable long-term returns and expanding the investment opportunities of the assets. Such strategies that may be considered currently or in the future are small-cap, mid-cap, micro-cap, international developed, global dividend value, emerging markets, tactical asset allocation, Real Estate Investment Trusts, hedge fund of funds and Dynamic Asset Allocation Funds. Several of these investment strategies have historically experienced higher volatility than other U.S. equity asset classes, but can provide additional diversification and growth potential if carefully structured with other asset classes while potentially lowering the risk profile of the overall portfolio (see explanation of MMSP on the following page).

- The fixed income or bond investments are to be utilized to generate a stable flow of interest income and serve as a hedge against deflation.

- Alternative investments such as hedge funds are expected to provide diversification by investing in strategies that do not correlate directly with traditional equity and/or fixed income investments. Such strategies may include, but are not limited to the following:
Master Statement of Investment Policy

long/short equity, convertible arbitrage, merger/risk arbitrage, fixed income arbitrage, global macro, market neutral and distressed securities. The Pension Committee may consider investments in hedge fund strategies or fund of fund strategies in accordance with Public Retirement Systems Investment Authority Law, State of Georgia's Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12 as part of an overall investment plan.

- Exchange Traded Funds and mutual funds may be utilized periodically to represent the appropriate diversification strategy in the portfolio to improve upon the risk/return characteristics of the entire portfolio, particularly in the emerging markets sector.

- Conformance with statutory investment guidelines contained Public Retirement Systems Investment Authority Law, State of Georgia's Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12. Further amendments to this Act will be provided by the Pension Committee.

Multiple Manager Strategy Portfolio

- The Multiple Manager Strategy Portfolio (MMSP) is a single custodial account that allows for multiple investment strategies to be managed and tracked independently of each other (within one account). IPC serves as the Overlay Portfolio Manager for MMSP accounts, and independent Investment Managers serve as sub-advisors to IPC for the underlying, individual, investment strategies. The Overlay Portfolio Manager executes the trades as directed by the sub-advisors and oversees and is responsible for the entire Multiple Manager Strategy Portfolio.

- The primary objective in constructing a MMSP is to diversify the equity assets and assist in the long-term growth of equity capital. IPC will recommend MMSP strategy allocations that are expected to limit and/or reduce overall equity sector volatility and, as a result, reduce the amount of risk taken per unit of expected return in the overall portfolio, with the objective of enhancing investment return potential in the overall portfolio over a complete market cycle.

- MMSP asset class diversification involves analyzing which strategies are appropriate based on correlation and volatility analysis. Equity strategies are added in terms of targeted market capitalization, equity style, industry exposure, and/or country exposure. When implemented successfully, this may generate a stream of returns which is not expected to be highly correlated. As shown in the chart on the next page, this results in a reduction of the overall volatility of the total equity sector.
Volatility reducing effects of lower correlation

- INVESTMENT A
- COMBINED
- INVESTMENT B

Years
V. Asset Allocation Strategy

### Strategic Allocation

In line with the Portfolio's return objectives and risk parameters, the mix of assets for the Portfolio should generally be maintained as follows (percents are of the market value of the Portfolio).

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Equities</td>
<td>20%</td>
<td>70%</td>
<td>64%</td>
</tr>
<tr>
<td>Domestic Equities</td>
<td>20%</td>
<td>60%</td>
<td>50%</td>
</tr>
<tr>
<td>International Equities</td>
<td>0%</td>
<td>20%</td>
<td>14%</td>
</tr>
<tr>
<td>Real Estate (REITS)</td>
<td>0%</td>
<td>10%</td>
<td>0%</td>
</tr>
<tr>
<td>Fixed Income</td>
<td>10%</td>
<td>60%</td>
<td>35%</td>
</tr>
<tr>
<td>Cash/Cash Equivalents</td>
<td>0%</td>
<td>10%</td>
<td>1%</td>
</tr>
<tr>
<td>Alternatives</td>
<td>0%</td>
<td>5%</td>
<td>0%</td>
</tr>
<tr>
<td>Hedge Funds</td>
<td>0%</td>
<td>5%</td>
<td>0%</td>
</tr>
</tbody>
</table>
Rebalancing Procedures

Strategic Rebalancing

From time to time, market conditions may cause the portfolio’s investments in various asset classes to vary from the target asset allocation. To remain consistent with the asset allocation guidelines established by this MSOP for equity and fixed income, the percentage in each asset class shall be reviewed on a quarterly basis and compared to the respective targeted percentage. An asset class may be rebalanced to the recommended weightings if, at six-month intervals, the actual weighting is outside the minimum or maximum policy ranges.

Tactical Rebalancing

Tactical asset allocation can potentially benefit the portfolio by making changes to the asset allocation at regular intervals over time as a result of the managers/consultants changing assessment of the relative risks and returns of the various markets. Tactical asset allocation may be practical in such a way as to vary asset mix within the allowable ranges established by the asset allocation policy. Tactical asset allocation methodology includes capitalization (large vs. small); style driven (growth vs. value); geographic (U.S. vs. international, vs. emerging, if permitted by statute); active vs. passive management; alternatives (REITs); tactical (equities vs. cash equivalents). IPC and/or the managers may make recommendations for tactical rebalancing from time to time that will serve as a point of discussion during quarterly reviews. A target allocation to a tactical asset allocation is part of the MMSP and the strategic asset allocation. Changes in tactical asset allocation in the MMSP, as long as they are in the ranges permitted in the target asset allocation, can be made at the discretion of IPC with notification to the Retirement Committee at the next quarterly review.

Asset Allocation Studies

An asset allocation study will be performed periodically by IPC based on: (1) historical results, (2) any actuarial report changes that will materially impact the cash flows, and/or (3) changes in economic or market assumptions that may change the risk/return characteristics of the combined portfolio.
VI. Investment Selection Criteria

Investments (including Investment Managers, mutual funds, exchange traded funds and commingled investments) shall be chosen using the following criteria:

- How well each proposed asset class and manager/investment complements other assets in the portfolio; i.e., how non-correlated is each investment;
- Minimum of a ten-year track record or two years if the principals in the firm have a minimum of ten years of experience;
- Conformance to Global Investment Performance Standards (GIPS®) to which each firm warrants adherence, with the exception of the MMSP strategies, mutual funds and hedge funds which may or may not be a selection criterion;
- Consistency of investment style and discipline;
- Past performance, considered relative to other investment managers having similar investment objectives. Consideration shall be given to both consistency of performance and the level of risk taken to achieve results;
- The investment style and discipline of the Investment Manager;
- Level of experience, financial resources, personnel turnover and staffing levels of the Investment Manager;
- An assessment of the likelihood of future investment success, relative to other opportunities;
- Reasonableness of expense ratios/fees;
- Stability of organization.
VII. Investment Guidelines

Investment activity must be consistent within the requirements of this policy and applicable laws including Public Retirement Systems Investment Authority Law, State of Georgia's Official Code of Georgia Title 47, Chapter 20, Article 7, et. seq. and § 47-1-12.

Investments are permitted in mutual funds, exchange traded products, commingled funds/trust, separately managed accounts, or combinations thereof. In addition, the following guidelines will apply to Investment Managers of separately managed accounts.

A. Permitted Securities

Equity/Global Securities

☐ Common stocks, REIT’s, and securities convertible into common stock of U.S.-based companies.

Convertible Securities

☐ Securities that are convertible into the common stock of U.S. based companies. This would include convertible bonds, convertible preferred stock, and mandatory convertible securities (e.g. PERCs, CHIPs, ELKs).

☐ All convertible securities purchased must be U.S. dollar denominated securities.

☐ Individual convertible securities should be rated “B” (or its equivalent) or higher at the time of purchase by a rationally recognized statistical rating agency. For the purposes of asset allocation, convertible securities shall be considered equities.

☐ Equities underlying a convertible security should be issued by companies with market capitalizations greater than $100 million at the time of purchase.

Real Assets

☐ Real Estate: REIT’s of U.S.-based and international companies or REIT mutual funds or exchange traded funds.

☐ Commodities: Mutual funds or exchange traded funds that invest in broadly diversified commodity indices, or the common stocks of commodity-oriented companies.

☐ Treasury Inflation Protected Securities (TIPS): Mutual funds, exchange traded funds or bonds of inflation linked securities.

Domestic Fixed Income Securities

Domestic fixed and variable rate bonds and notes issued by the U.S. Government and its Agencies, international governments, U.S. corporations, Yankee bonds and notes (bonds or notes issued by non-U.S. based corporations and governments but traded in the U.S.), securitized mortgages (e.g. GNMA’s, FNMA’s, FHLMC’s), collateralized mortgage obligations, asset-backed securities, taxable municipal bonds and preferred stock.
Master Statement of Investment Policy

Cash and Ultra-Short Fixed Income
Cash reserves shall be held in the custodian’s money market fund, bank deposit or invested in short-term Treasury securities, or high quality money market instruments.

Alternative Investments
Alternative investments represent investments in investment vehicles that seek to provide diversification through innovative and flexible strategies. Investments in such vehicles are expected to provide diversification and the opportunity for capital appreciation and for purposes of controlling risk as an objective. Diversification standards within each investment vehicle shall be according to the prospectus or Portfolio document. Investments in these investment vehicles carry special risks and must conform to the eligibility requirements of:

☐ Diversified by investment style and Investment Manager. The Portfolio shall emphasize investments in fund-of-fund vehicles that are diversified by investment style and typically utilize multiple Investment Managers within a fund.

☐ Eligible alternative investments shall be made as required by O.C.G.A. § 47-20-87 (2014)

Diversification Requirements
The primary method to reduce risk for the portfolio is diversification through asset allocation. By allocating assets in different asset classes, the portfolio can reduce risk by avoiding concentration as well as reduce risk through the low-correlation between different asset classes.

To minimize the risk of large losses, each Investment Manager shall maintain adequate diversification in their portfolio subject to the constraints outlined in this investment policy.

Domestic/Global Stocks
☐ No more than 70% of the Plan’s assets may be invested in stock or an equity position in a company traded on an exchange outside of the United States or a security that may be issued in a currency other than the United States dollar or an unregistered American depository receipt.

☐ No more than 5% of the outstanding global securities may be invested in any 1 issuer.

☐ No more than 5% of the Trust’s assets in the global securities of any 1 issuer.

☐ No more than 5% of the Plan’s assets may be invested in publicly traded real estate investment trusts.
B. Fixed Income

The fixed income portfolio should be broadly diversified by issue, issue type, asset pool, quality, maturity and issuer.

☐ Fixed income securities should be rated “DDE-” (or its equivalent) or higher at the time of purchase by a nationally recognized statistical rating agency, unless an Investment Manager has been authorized by the Retirement Committee to invest in below-investment-grade fixed income (“High Yield Bonds”).

*Transactions or unanticipated market actions that cause a deviation from these policy guidelines should be brought to the attention of the Retirement Committee and the Investment Consultant by the Investment Manager prior to executing transactions, when practical. Such deviations may be authorized in writing by the Retirement Committee who can determine if the deviation constitutes a material departure from the spirit of this policy.*

C. Exclusions

The Portfolio’s assets may not be used for the following purposes except for approved Alternative Investment Strategies:

☐ Purchases of letter stock, private placements (including “144A” securities) or direct payments

☐ Venture Capital investments

☐ Commodities transactions, unless by managers approved for that strategy

☐ Investment by the Investment Managers in their own securities, their affiliates or subsidiaries

☐ There shall be no purchase that would cause a position in the portfolio to exceed five (5) percent of the issue outstanding, based on cost value

☐ There shall be no investments in non-marketable or illiquid securities

Normally, the following investments are to be excluded except for those managers approved for those transactions. However, modern portfolio management uses them to reduce the risks in the portfolio. Exception may be made for the following investments when used to hedge an open position or close out the hedge. Under no circumstances may they be used to speculate.

☐ Investments in futures, use of margin, or investments in any derivatives not explicitly permitted in this policy statement

☐ Puts, calls or other option strategies

☐ Purchase and sale of foreign currency or currency futures

*Any other security transaction not specifically authorized in this policy statement, unless approved, in writing, by the Pension Committee or their designated representative(s). Requests by Investment Managers to execute transactions that are not currently authorized in this policy should be made prior to executing such transactions.*
VIII. Investment Transactions

Trading for this portfolio is directed by and is the responsibility of each Investment Manager to whom the Plan has granted the discretionary authority to determine (subject to the investment objectives and policies outlined herein) the securities to be bought or sold on behalf of the Plan, the amount of such securities, and the brokers or dealers to be used in such transactions. The Investment Manager is generally obligated, absent the Pension Committee direction to the contrary, to effect transactions with or through those brokers or dealers that in the Investment Manager’s view, are capable of providing best price and execution of client orders. Consistent with this general obligation, it is anticipated that the Investment Manager will direct most, if not all transactions to Managed Account Services (MAS) both in view of its execution capabilities and because the investment advisory fees paid by the Trust to cover transaction charges only when transactions are executed through MAS.

IX. Meetings and Communications

☐ As a matter of course, representatives of the Investment Managers should keep the Pension Committee and their Investment Consultant apprised of any material changes in the Investment Manager’s outlook, investment policy, brokerage placement practices and tactics;

☐ Representatives of each Investment Manager should be available to meet with the Pension Committee on a reasonable basis or be available for telephone conferences to review and explain their portfolio's investment results;

☐ Each Investment Manager should be available on a reasonable basis for telephone communication when needed. Any material event that affects the ownership or capital structure of the investment management firm, senior investment, marketing or administration personnel changes at the investment management firm or any material event that affects the management of this account must be reported promptly to the Investment Consultant. This requirement does not include routine employee stock ownership awards or partnership announcements;

☐ The custodian shall provide monthly statements of assets and transactions;

☐ IPC shall provide the Pension Committee with quarterly performance reports and is expected to assist in the interpretation of the results.
X. Performance Evaluation

IPC will quarterly evaluate the performance of the portfolio's assets, each asset class, and each Investment Manager. Performance attribution analysis will be provided quarterly, after twelve months of performance, for the combined portfolio, each Investment Manager and for the MMSP. On a risk adjusted basis, the combined portfolio performance is expected to be equal or greater than the combined benchmark over a complete market cycle. The investment time horizon will be considered long term, incorporating a full economic cycle of both economic expansions and recessionary periods.

Minimum time horizon is ten years. Qualitative factors as well as quantitative factors will be considered with reference to the monitoring of the Investment Managers’ performance, particularly over periods of time that encompass less than a complete market cycle. The Pension Committee is more concerned about minimizing losses than about maximizing gains. Therefore, the preference is to over perform on a relative basis during negative-return periods, under perform on a relative basis during sharply rising or speculative markets, and achieve above-average returns in normal markets.

Peer group comparisons may be provided to the Pension Committee annually. However, IPC recognizes that peer group comparisons in many cases are not reliable as an indicator of relative performance due to survivorship bias, classification bias, composite bias and the variations of investment styles in a peer group. Additionally, Investment Managers may be fired at the time that they should be hired because of the creation of faulty manager universes. To be statistically significant, databases must encompass a large number of Investment Managers. However, Investment Managers with specific purposes and specialized strategies are not often numerous enough to create a large enough manager universe to be statistically significant in group comparisons. The Pension Committee recognizes these short-comings and will endeavor to work with IPC and rely upon IPC’s analysis of the Investment Managers and their results, when appropriate, as opposed to utilizing peer group comparisons as the sole criteria or to be used as conclusive evidence. Such a finding would be based upon the facts and situations.

The Portfolio’s asset allocation in separately managed accounts and the composite portfolio’s asset allocation shall also be reported on a quarterly basis and compared to the permitted asset allocation ranges, as outlined in this MSOP.

Risk as measured by volatility, or standard deviation, should be evaluated after four quarters of performance history have accumulated. An attribution analysis should also be performed for each portfolio, to evaluate how much of the portfolio’s investment results are due to the Investment Managers’ investment decisions, as compared to the effect of the financial markets. It is expected that this analysis will use the "style index" as the performance benchmark for evaluating both the returns achieved and the level of risk taken.
Investment Manager Exceptions

The Pension Committee employs an automatic policy for the monitoring of its Investment Managers. A watch list will be initiated by the investment consultant, approved by the Pension Committee, and the Investment Manager will be immediately notified by the investment consultant, when that Investment Manager is placed on the watch list. The following is a listing of the major key items that may result in an Investment Manager being placed on the watch list:

- Annual performance below the Investment Manager's designated Portfolio Benchmark.
- Three and five year annualized performance below the Investment Manager's designated Portfolio Benchmark.
- Organization or key personnel changes.
- Portfolio style changes occur.
- Negative risk-adjusted performance over three and five year annualized periods.

Once on the watch list, the Investment Manager may be terminated. In addition, the Investment Manager may be terminated if any organization changes or key personnel changes are deemed to have an adverse effect on the future performance of the portfolio.

The investment consultant will communicate in its Executive Summary each quarter those money managers placed on a watch list with comments as to the status and factors influencing performance. Recommendations will be made by the investment consultant to terminate or continue with the money manager based on total performance and interviews with the money manager and an assessment by the investment consultant as to likelihood of the money manager’s ability to turn around performance in a reasonable time period.

Total Fund Performance Evaluation

The performance of the total fund will be compared to a balanced index constructed as follows:

**Index or Other Measure**
Russell 3000 Stock Index
MSCI EAFE (net) Stock Index
NAREIT Index
Barclays Aggregate Bond Index

**Index or Other Measure (Secondary Benchmark)**
S&P 500 Stock Index
Barclays Aggregate Bond Index
Individual Asset Class Benchmark

The individual Investment Managers will be measured versus a comparable index as indicated in the specific Statements of Investment Policy for each Investment Manager selected which will be attached herein and will be incorporated as part of this Master Statement of Investment Policy.

Performance Monitoring and Investment Managers

IPC will seek to identify any inconsistent investment approaches. Therefore, IPC will carefully monitor the Investment Managers on several key indicators of possible inconsistency:

☐ Investment Manager turnover;
☐ Portfolio characteristics which are not consistent with the managers’ stated investing style;
☐ Performance patterns not logically explainable in terms of the published style.

XI. Frequency of MSOP Review

IPC will use each of the periodic investment performance evaluations as occasions to consider whether any elements of the MSOP are either insufficient or inappropriate. Key occurrences that could result in a MSOP modification include:

☐ Significant changes in the Plan’s anticipated needs and financial circumstances;
☐ Changes in state law or new legislation or regulations;
☐ Changes in funding level of the Plan or changes in Actuarial methods;
☐ Impractical time horizons; and
☐ Suggestions for change presented by IPC.
This MSOP is adopted on this day of ________, 2014 by the County Manager

Dale M. Walker, County Manager
Print Name

The above hereby represents and warrants the person(s) executing this MSOP on behalf of the Macon-Bibb County Pension Plan is(are) the appropriate fiduciary(ies) with authority to sign this document on behalf of the Plan and that the Board of Commissioners will notify IPC if this status or authority should change.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE PURCHASE OF RESIDENTIAL GARBAGE CARTS AND RECYCLING CARTS FOR THE SOLID WASTE DEPARTMENT IN THE AMOUNT OF EIGHTY FOUR THOUSAND NINE HUNDRED EIGHTY-NINE AND 89/100 DOLLARS ($84,989.89) FROM TOTER, INC.; AND FOR OTHER PURPOSES.

WHEREAS, the Solid Waste Department provides residential garbage carts and recycling carts to citizens of Macon-Bibb County in accordance with the Code of Ordinances, Macon-Bibb County secs. 22-31 and 22-39; and

WHEREAS, as a member of National Intergovernmental Purchasing Alliance (NationalIPA), Macon-Bibb County receives discounted pricing on items purchased through a co-operative purchasing agreement with Toter, Inc.; and

WHEREAS, The use of a co-operative purchasing agreement is acceptable in accordance with the Code of Ordinances, Macon-Bibb County sec. 19-8.; and

WHEREAS, the Macon-Bibb County Procurement Department recommends purchasing residential garbage carts and recycling carts from Toter, Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with Toter, Inc. for the purchase of residential garbage carts and recycling carts for eighty four thousand nine hundred eighty-nine and 89/100 dollars ($84,989.89) via purchase order.

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>GL/ACCT CODE/BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/12/2014</td>
<td>450-34</td>
<td>Residential Garbage and Recycling Carts</td>
<td>541.4520.531600.001</td>
<td>Kimberly Bradley</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- [x] Buyer's Award Recommendation (this form)
- [x] User Department Recommendation
- [ ] Official Bid Tabulation
- [ ] Copy of Recommended Vendor's bid
- [ ] Addenda (if any)
- [ ] Original Invitation for Bids

After reviewing all proposals, the committee recommends:

- [x] Award as Follows
- [ ] Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toter</td>
<td>$84,989.89</td>
</tr>
</tbody>
</table>

If recommending other than the lowest proposer please answer the following:

Did the low proposer meet the requirements of the bid?

- [ ] Yes
- [ ] No
- [x] N/A

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected:

- [ ] Over budget
- [ ] No One Meets Specifications
- [ ] Other
- [x] N/A

<table>
<thead>
<tr>
<th>REJECTION JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Award Requirements:

- [ ] HOLD FOR MBCC AWARD
- [ ] HOLD FOR MBCC ACTION

Details of solicitation process:

As a member of National Intergovernmental Purchasing Alliance (NationalIPA), Macon-Bibb County receives discounted pricing on items purchased through co-operative purchasing agreement with Toter®. The unique and durable product provided by Toter® exceeds the specifications of the current assets managed by Macon-Bibb County Landfill. The use of the co-operative agreement is acceptable in accordance with Sec. 19-8 of the Macon-Bibb County Code. This process has saved on cost and has reduced the processing time required for sealed bidding. Procurement recommends award to Toter®.

I have read the recommendation prepared by the department and agree with their recommendation.

- [ ] Yes
- [ ] No

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td>[Signature]</td>
<td>11/12/2014</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>11/12/2014</td>
</tr>
<tr>
<td>Mayor</td>
<td>[Signature]</td>
<td>11/14/14</td>
</tr>
</tbody>
</table>
# QUOTATION

<table>
<thead>
<tr>
<th>Customer Contact</th>
<th>Ship To Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Barkley</td>
<td>327 Lower Poplar St Macon, GA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Shipping Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Macon</td>
<td>31201-3515</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Address</th>
<th>Customer Job Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>327 Lower Poplar St Macon, GA 31201-3515</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:ktkiley@maconlb.bi.us">ktkiley@maconlb.bi.us</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(478) 951-2485</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salesperson</th>
<th>Created Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken Kelly</td>
<td>10/28/2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:kkelly@wastequip.com">kkelly@wastequip.com</a></td>
<td>11/2/2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Quote Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(784) 907-2874</td>
<td>WQ-0034963</td>
</tr>
</tbody>
</table>

| Please Reference Quote Number on all Purchase Orders | |

## Product Description

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Model 79285 - Toter 85 Gallon EVR II Universal/Nestable Cart-NIPA</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Body Color - (930) Dark Green</td>
<td>1,300</td>
<td>$49.55</td>
<td>$64,415.00</td>
</tr>
<tr>
<td>- Lid Color - (930) Dark Green</td>
<td>1,300</td>
<td>$0.75</td>
<td>$975.00</td>
</tr>
<tr>
<td>- Body Hot Stamp on Both Sides (New)</td>
<td>1,300</td>
<td>$0.25</td>
<td>$325.00</td>
</tr>
<tr>
<td>- Ultra High Frequency (UHF) RFID Tag</td>
<td>1,300</td>
<td>$0.50</td>
<td>$650.00</td>
</tr>
<tr>
<td>- Toter Serial Number Hot Stamped or Front of Cart Body in White</td>
<td>1,300</td>
<td>$0.70</td>
<td>$910.00</td>
</tr>
<tr>
<td>- Pal Nut Wheel Retainer - 5/8&quot;</td>
<td>1,300</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Wheels - 10&quot; Sunburst</td>
<td>1,300</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- 2/3 Assembled with Lid (Down), Stop Bar and Axle Factory Installed</td>
<td>1,300</td>
<td>$0.50</td>
<td>$650.00</td>
</tr>
<tr>
<td>- Warranty - 10 Year Unprorated</td>
<td>1,300</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- One Time Die Charge for New Body - Hot Stamp</td>
<td>1</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Model 79284 - Toter 64 Gallon EVR II Universal/Nestable Cart</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Body Color - (709) Bluestone</td>
<td>199</td>
<td>$43.15</td>
<td>$8,585.85</td>
</tr>
<tr>
<td>- Lid Color - (709) Blue</td>
<td>199</td>
<td>$1.00</td>
<td>$199.00</td>
</tr>
<tr>
<td>- Body Hot Stamp on Both Sides (New)</td>
<td>199</td>
<td>$0.50</td>
<td>$99.50</td>
</tr>
<tr>
<td>- Lid Hot Stamp Insert- Read from Street (New)</td>
<td>199</td>
<td>$0.25</td>
<td>$49.75</td>
</tr>
<tr>
<td>- Ultra High Frequency (UHF) RFID Tag</td>
<td>199</td>
<td>$0.70</td>
<td>$139.35</td>
</tr>
<tr>
<td>- Pal Nut Wheel Retainer - 5/8&quot;</td>
<td>199</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Toter Serial Number Hot Stamped or Front of Cart Body in White</td>
<td>199</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Wheels - 10&quot; Sunburst</td>
<td>199</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- 2/3 Assembled with Lid (Down), Stop Bar and Axle Factory Installed</td>
<td>199</td>
<td>$0.50</td>
<td>$99.50</td>
</tr>
<tr>
<td>- Warranty - 10 Year Unprorated</td>
<td>199</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>- One Time Die Charge for New Body - Hot Stamp</td>
<td>1</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>- One Time Die Charge for New Lid Hot Stamp</td>
<td>1</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

| Subtotal                   | $77,098.90 |
| Freight (F.O.B)            | $6,990.09  |

Page 3 of 5
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$84,989.89</td>
</tr>
</tbody>
</table>

Special Instructions
Shipping Details

Shipping Terms: FOB Origin
Shipping Instructions:

Additional Information

Payment Terms: Net 30 Days

Additional Terms: Our quote is a good faith estimate, based on our understanding of your needs. Your order is an offer to purchase our products and services, subject to our acceptance, and in accordance with the Wastekip Terms and Conditions. The Wastekip Terms and Conditions, which are available on our website and incorporated by reference herein, constitute the entire agreement regarding the purchase of our products and services, including our limited warranties.

Our pricing is based on your anticipated order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in Petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, products and materials are subject to manufacturing and commercial variations and Wastekip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastekip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastekip, LLC.

Additional Information

Special Contract Information: Please note: Pricing is based on the National IPA agreement through Toter's Contract No. 120576-01 as awarded by the City of Tucson on January 31, 2013. Per the terms of this contract, pricing is evaluated every three (3) months for price adjustments based on current market conditions. The current pricing is effective 8-1-2014 through 10-31-2014.

Signatures

Salesperson: Ken Kelly
Accepted By:
Company Name:
Date:
CC:
Purchaser Order:

Please Reference Quote Number on all Purchase Orders
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 two hundred 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

WHEREAS, on or about May 22, 2014, Representative Rodney Davis (IL) 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”.

C:\Users\whatcher\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\Q26X80K0\2014 support for Innovation in Surface Transportation Act of 2014.docx

Page 1 of 4
SO RESOLVED this _____ day of _______________, 2014.

By: ROBERT A.B. REICHERT, Mayor

Attest: SHELIA 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
### Macon-Bibb County

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Bechtel</td>
<td>Commissioner</td>
<td>District 1</td>
</tr>
<tr>
<td>Larry Schlesinger</td>
<td>Commissioner</td>
<td>District 2</td>
</tr>
<tr>
<td>Elaine H. Lucas</td>
<td>Commissioner</td>
<td>District 3</td>
</tr>
<tr>
<td>Mallory C. Jones, III</td>
<td>Commissioner</td>
<td>District 4</td>
</tr>
<tr>
<td>Bert Bivins, III</td>
<td>Commissioner</td>
<td>District 5</td>
</tr>
<tr>
<td>Ed Defore</td>
<td>Commissioner</td>
<td>District 6</td>
</tr>
<tr>
<td>W.F. “Scotty” Shepherd</td>
<td>Commissioner</td>
<td>District 7</td>
</tr>
<tr>
<td>Virgil Watkins, Jr.</td>
<td>Commissioner</td>
<td>District 8</td>
</tr>
<tr>
<td>Al Tillman</td>
<td>Commissioner</td>
<td>District 9</td>
</tr>
</tbody>
</table>
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 “GRANTEES”).

GCA receives funds from the National Endowment for the Arts (NEA) to fulfill GCA’s strategic plan. GCA has determined that the GRANTEES’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

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

GRANTEES 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, GRANTEES 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 of 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
- 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

GRANTEE 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 contract. 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

GRANTEE 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.

<table>
<thead>
<tr>
<th>FOR GRANTEE</th>
<th>FOR GEORGIA COUNCIL FOR THE ARTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert A. B. Reichert</td>
<td></td>
</tr>
<tr>
<td>Authorizing Official Signature</td>
<td>Authorizing Official Signature</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Mayor Oct 31, 2019</td>
<td></td>
</tr>
<tr>
<td>Title &amp; Date</td>
<td>Title &amp; Date</td>
</tr>
<tr>
<td>FEIN: 46-3892371</td>
<td></td>
</tr>
<tr>
<td>DUNS: 0792448244</td>
<td></td>
</tr>
</tbody>
</table>
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,
Shalna 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

From: Target Community Relations [mailto:mail@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
sbester@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 govt, 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
daviss@macon.bbb.us

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

Prefix
Mrs.

First Name
Shauna

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.
668 Oglethorpe Street

City
Macon

State
GA

5-Digit ZIP Code
31201

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

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

E-mail Address
sbester@maconbllb.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
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 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 a 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 to at least 2,000 students attending Bibb County Public Schools, each school year with the tools necessary to Choose Healthy Alternative and 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 register youths 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 from 11-18 years of age, each year. Programs 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 478-447-2236.

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.
- Item 1: $40
- Item 2: $40
- Clothing & Toys: $7500
- Stationery: $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 (LGBT)A

Persons with a Developmental Disability

Physically Impaired

Single Parents

Veterans

General Population
Target Store
Project Program Zip Code
Please provide the 5-digit 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 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 OCMLULGEE 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
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.

Referred to the Committees on ________________

________________________
Date:

________________________

REPORT

Rendered ________________

and ____________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION IN SUPPORT OF THE MACON ARTS ALLIANCE’S EFFORTS TO SEEK GRANT FUNDING VIA THE NATIONAL ENDOWMENT FOR THE ARTS IN SUPPORT OF AN ARTS VILLAGE IN EAST MACON; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Arts Alliance has been designated by the Macon-Bibb County Commission as its local arts agency and has been authorized to operate on behalf of Macon-Bibb County in providing planning, financial support services and development for arts organizations and artists in the community; and

WHEREAS, the Macon-Bibb County Commission has made it known that it desires to address community blight and seeks alternative approaches to reduce blight in Macon-Bibb County; and

WHEREAS, the Macon Arts Alliance seeks funding for an Arts Village in the East Macon area and will apply for a National Endowment for the Arts grant for an amount between $100,000.00 to $200,000.00; and

WHEREAS, the Arts Village in East Macon will result in an artist-led, asset-based community building and neighborhood revitalization project in the East Macon area; and

WHEREAS, East Macon is one of the areas in which blight is known to exist and therefore this effort to impact the blight, and will be a direct benefit to the residents of the East Macon area; and

WHEREAS, Macon-Bibb County is desirous of proclaiming its support for the proposed Arts Village in East Macon and the Macon Arts Alliance’s efforts to seek funding via a National Endowment of the Arts grant; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the City of Macon.
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 extends its support regarding the Macon Arts Alliance and its efforts to establish an Arts Village in East Macon.

SO RESOLVED this ___ day of _____________, 2014.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
__________________________
SHEILA THURMOND, CLERK OF COMMISSION
Tuesday, November 25, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on October 28, 2014
Meeting: Nov 25, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
10-28-2014.pdf (384 KB)

2. APPOINTMENTS TO BOARD, COMMISSIONS AND AUTHORITIES

Subject: A. A Resolution To Appoint Dominique Johnson To Fill A Vacant Seat On the Dr. Martin Luther King, Jr. Commission
Meeting: Nov 25, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. APPOINTMENTS TO BOARD, COMMISSIONS AND AUTHORITIES
Access: Public
Type: Action

File Attachments
11-25-2014 - Res Appoint D Johnson to MLK Commission.pdf (494 KB)
Johnson, Dominique.pdf (386 KB)

Subject: B. A Resolution To Appoint The Superintendent Of The Macon-Bibb County Board of Education Or His Designee To Serve On The Dr. Martin Luther King, Jr. Commission
Meeting: Nov 25, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
2. APPOINTMENTS TO BOARD, COMMISSIONS AND AUTHORITIES

Access: Public
Type: Action

File Attachments
11-25-2014 - Rés Appoint Superintendent to MLK Commission.pdf (503 KB)

Subject: C. A Resolution Reappointing Mike Gardner And Reverend Evans Brown To The Dr. Martin Luther King, Jr. Commission
Meeting: Nov 25, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. APPOINTMENTS TO BOARD, COMMISSIONS AND AUTHORITIES
Access: Public
Type: Action

File Attachments
11-25-2014 - Res Reapoint Mike Gardner to MLK Commission.pdf (511 KB)
Garner, Michael.pdf (373 KB)

3. MAIN STREET VILLAGE PLAN
4. SENIOR CITIZENS CENTER

Subject: A. Update
Meeting: Nov 25, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 4. SENIOR CITIZENS CENTER
Access: Public
Type: Discussion

5. FREEDOM PARK SWIMMING POOL

Subject: A. Update
Meeting: Nov 25, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 5. FREEDOM PARK SWIMMING POOL
Access: Public
Type: Discussion
ATTACHMENT 1.A

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

October 28, 2014

The Economic and Community Development Committee was called to order by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:

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

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Judd Drake, County Attorney
Charles Coney, Asst. County Manager
Sheilia Thurmond, Clerk of Commission
Julie Moore, Asst. to County Manager
Chris Floore, Asst. to County Manager
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Reggie Moore, Asst. Director, Recreation Department
David Fortson, Director of Engineering
Dale Walker, County Manager
Opie Bowen, Assistant County Attorney
Steve Layson, Assistant County Manager
Sam Henderson, Executive Asst. to the Mayor

NEWS MEDIA:

Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV
Malcolm Johnson, WGXA FOX 24

VISITORS/GUESTS:

Dr. Henry Ficklin
Charlotte Woody

1. Approval of Minutes from meeting on October 14, 2014

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Tillman and Lucas voting in the affirmative, the minutes of October 14, 2014 were approved.

2. Memorial Sign in Honor of Reverend Jacob Parker

Members of Ebenezer Baptist Church have requested that Reverend Jacob Parker be honored with a Memorial Sign on Elm Street near Ebenezer Baptist Church.
ACTION:

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners DeFore, Tillman and Schlesinger voting in the affirmative, the 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 was approved.

3. Revenue Bond Allocation for Blight in Macon-Bibb County

Commissioner Watkins stated that, at the present time, there are over 800 properties on the list to be condemned, with 1,200 on the abatement list. He stated that it is important that these structures are demolished so as to improve the neighborhoods. Commissioner Bechtel stated that he agreed many of these structures need to be taken down, but it important to have a plan as to what will happen to the property once the structure is removed. He continued that he would like to see a master plan for the demolition of houses and what will happen to the land once the structure is demolished because, quite often, it just becomes another overgrown lot. Commissioner Bivins stated that in the previous County government, the property was offered to the homeowners on either side of the vacant lot. Commissioner DeFore concurred that this was a good idea and asked Administration to look into the process.

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman, Watkins and Schlesinger voting in the affirmative, the resolution of the Macon-Bibb County Commission to authorize 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 was approved as amended with the language – Revenue Bond – being changed to Intergovernmental Agreement.

4. Transfer of Parcel on Coliseum Drive to Urban Development Authority

Mayor Reichert stated that the former City of Macon owns a portion of the 1.57 parcel that is currently the site of Fire Station #1 and that he has been approached by Bob Fountain to purchase the land for the construction of a filling station / small restaurant. He would like to see the property transferred to the Urban Development Authority so that Mr. Fountain may purchase the property through them.

ACTION

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman, Watkins and Schlesinger voting in the affirmative, the 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 was approved.

5. Senior Citizens Center Update

Reggie Moore, Assistant Director of Recreation, stated that the Recreation Department had been studying options for a new Senior Citizens Center. Several issues they have considered are: should it be a different building or a building with different amenities, should it be a facility where people...
stay all day or should it attract active residents for individual classes, can a building be built large enough to satisfy both requirements and finally, where does the center need to be. He continued that on October 23, 2014 they interviewed 62 people to see what they would like to see in a Senior Citizens Center. The following were their ideas:

- Indoor Amenities
  - Americans With Disabilities Act
  - Elevator
  - Indoor Swimming Pool & Therapy Pool
  - Exercise Room – Treadmills, Bicycles, Weight Machines
  - Indoor Walking Track
  - Gymnasium – Shuffleboard, Basketball
  - Fitness Room – Aerobics, Zumba, Tai-Chi
  - Game Room
  - Arts and Crafts Room
  - Media Room / Movie Room
  - Sewing Room
  - Computer Room
  - Music Room
  - Social Room
  - Devotional Room
  - Commercial Kitchen
  - Salon
  - Meeting Room
  - Ceramic Room with kiln
  - Snack Room with soda and vending machines & place to eat lunch

- Outdoor Amenities
  - Greenhouse
  - Outdoor Walking Track
  - Atrium
  - More parking spaces but closer to the door

Mr. Moore stated they had visited the following buildings:

- Whittle Building – 18,000 sq. ft. but would have to be built out to meet the needs
- Powers Building – 22,500 sq. ft. has similar qualities of the current center
- United Building – 45,000 sq. ft. has no pool and parking is not close
- Macon Health Club – 65,000 sq. ft. has a pool and facilities needed but would have to design in a manner whereby the Medical Center’s Information Technology Department could stay in the building and the utilities would have to be divided. Limited parking.
- Macon Telegraph Building – 140,000 sq. ft. has no pool and after building what was needed what could you do with the remaining square footage.

Mr. Moore stated that then they decided to investigate constructing a new building on a lot located by Macon-Bibb County. The Government presently owns the following lots:

- Riverside Lot (adjacent to Burger King – Central)
- Central City Park (several locations – Central)
- Gilead School (next to Bloomfield – South)
- Retention Pond / Sardis Church (No utilities – South)
- DeFore Sports Complex (West of I-475 – West)
- Frank Johnson Center (Corner of Pio Nono & Mercer University)

Mr. Moore stated they believed the Frank Johnson Center would be an excellent location for the proposed Senior Center. With the funds available, the needed rooms and outside activities could be located at Frank Johnson, but the Recreation Department's recommendation is to relocate the children using this Center to another Center. Commissioners Bivins, Lucas and Watkins did not
think moving the children was a good idea and asked that the Recreation Department go back and look at Frank Johnson Center and see if there was not a way where both the children and senio's could utilize the facility. Cheryl Knight, Frank Johnson's daughter, stated that her mother was very excited about the idea of having the Senior Center there, but would also like to see the children remain at the Center. Commissioner Tillman stated that having the seniors and children at the Center would be ideal and he would like to see some ideas brought to the next meeting for consideration.

6. Freedom Park Swimming Pool

Mr. Moore reported that the Recreation Department had received the evaluation of the Freedom Park Swimming Pool from Oasis Consulting Services. They reported that the pool structure is in deplorable condition and would require an extensive reconstruction. A detailed listing of the existing structure condition and reconstruction requirements: stainless steel skimmer/gutter system is out of level due to differential settlement as a result of water leak, plaster finish chipping, no handicapped accessibility, pump and filtration system is non-functioning, piping size for pool filtration system, life guard towers, swim lanes, and pool decking has settled and shifted due to water leak. The pool cannot be repaired and therefore must be replaced. The estimate is $793,750,000 which breaks down to demolition of existing pool structure and decking $87,500, concrete new pool structural shell- $291,000, white plaster finish- $50,000, plumbing/LED lights/skimmers- $50,000, pool pump and filtration system/electrical- $67,500, pool slide- $93,750, two handicap accessible entries- $21,500, concrete decking with textured finish- $93,750 and miscellaneous items- $18,750.

Commissioner Tillman inquired how much a spray and splash park would cost. Mr. Moore responded that the cost would run between $200,000 - $500,000 to construct. He continued that maintenance for a splash park was considerably less than a pool. Commissioner Watkins stated that he would like to see proposals soon on constructing a splash park at Freedom Park and at Fillmore Thomas. He continued that he would like to see these facilities ready by the end of the 2016 school year.

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

Shelia Thurmond, CCC
Clerk of Commission
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 THURMOND, Clerk of Commission
Dominique R. Johnson

Summary of Qualifications: More than five years experience developing, managing, and coordinating academic, mentoring and leadership programs.

Professional Experience
Mercer University, Upward Bound Program  Macon, Georgia
Academic and Activities Support Coordinator 05/2007-Present
- Develop and monitor students' academic action plan, and act as an adviser to improve graduation rates and college acceptance levels.
- Responsible for establishing internal and external relationships to facilitate career work-study opportunities and Upward Bound Program's service delivery.
- Work with management to coordinate, monitor, and evaluate counseling staff and activities programs.
- Develop male mentoring program linking high school and college students.

Mercer University, Upward Bound Program  Macon, Georgia
Academic Specialist 01/2006-04/2007
- Developed and facilitated workshops designed to improve leadership skills, critical thinking, time management, and character building.
- Provided career counseling aimed at increasing student awareness of career and post-secondary school opportunities.
- Assisted with coordination of academic after school programs and the six-week summer program.
- Collaborated with community organizations and leaders to enhance program offerings.

Mercer University, Upward Bound Program  Macon, Georgia
Evaluator 11/2002-01/2006
- Facilitated admissions process for prospective applicants.
- Served as a liaison between middle school and high school faculty and Upward Bound program coordinators.
- Ensured the program operated within the guidelines and objectives set by Federal government including regulatory policies and procedures.
- Provided assistance with budgeting expenditures and development of program curriculum.

Goodwill Industries of Macon and Middle Georgia  Macon, Georgia
- Provided intensive case management to clients transitioning into the job market.
- Interacted and coordinated with a variety of external agencies and staff on behalf of clients/facilitated service participation.
- Performed in-home, in-community, and on-the-job analyses of participants—monitoring the development of job skills.

Peach County Department of Family and Children Services  Fort Valley, GA
- Initiated investigations for 15-20 child protective service cases monthly including assessing and documenting data to ensure the safety of at-risk children.
- Collaborated with prosecuting attorneys to prepare court cases and file court actions.
- Served as a case manager, organizing, and facilitating access to services and resources.
Community Involvement

- Motivational Speaker—Macon Youth Development Center (2004)
- Black History Keynote Speaker—Twiggs County High School (2004)
- Judge—Boys and Girls Club Youth of the Year Award (2004- Present)
- Vice President—Mercer University FCF (Faculty Christian Fellowship) Leadership Committee (2004-2012)
- Member—Emerging Leaders Institute and Program Chair for Leadership Georgia Association of Special Programs Personnel (GAAAPP) and Southeastern Association for Educational Opportunity Program Personnel (SAEOPP)
- Member—Downtown Clergy Association
- Presenter—Mercer University's Leadership MU (2006 & 2009)
- Co-developer and Instructor—Program for Servant Leader Scholars at Mercer University
- Participant—Mercer's Beloved Community Symposium (2008)
- Keynote speaker—Awards Ceremony for Bibb County Summer School for Middle School
- Member—Advisory Board for Central High School DECA
- Facilitator—Leadership and Customer Service workshop for Peach County DFCS (2008)
- Volunteer—Northeast High School assisting with Character and Leadership & SAAB
- Keynote Speaker—Summer School Graduation (2008)
- STAR AWARD: Outstanding Student Affairs Award For Faculty and Staff
- Leadership Macon Class of 2009
- Leadership Macon Class Advisor and Board Member (2010-Present)
- Developer—Mentoring Program for Upward Bound and Bibb County Males
- Community Volunteer for Northeast High School CTSO Programs and Appling Middle School
- President—Mercer University FCF (Faculty Christian Fellowship) 2011-Present
- Winner of Wesleyan College's Lane Center for Servant Leadership Award 2012
- President of Rosa Jackson Community Center Advisory Board
- Board Member of Community Partnership (2012-Present)
- Founder and President—The Urban C.E.O. (Community Empowerment Organization), and SEEDS Global Enterprises
- Pastor of Kingdom Life Inc.
- Macon Magazine's Top 5 Under 40 Leaders in 2014

Education
Regent University, Virginia Beach, VA, May 2011
*Master of Arts in Practical Theology, Urban Ministry and Leadership*

Wesleyan College, Macon, GA, February 2003
*Master of Business Administration (International Business/Leadership)*

Paine College, Augusta, GA, May 1998
*Bachelor of Science in History and Political Science*
ATTACHMENT 2.B

SPONSOR: MAYOR ROBERT A.B. REICHERT

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 THURMOND, Clerk of Commission
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: ________________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
Tuesday, November 25, 2014
PUBLIC SAFETY COMMITTEE

Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From Meeting on October 28, 2014
Meeting Nov 25, 2014 - PUBLIC SAFETY COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

Administrative File Attachments
10-28-2014.pdf (70 KB)

2. APPOINTMENT TO THE FIRE CIVIL SERVICE BOARD

Subject A. A Resolution To Confirm Mayor Robert A. B. Reichert's Appointment Of Mary Hicks Wimberly To The Macon-Bibb County Fire Civil Service Board
Meeting Nov 25, 2014 - PUBLIC SAFETY COMMITTEE
Category 2. APPOINTMENT TO THE FIRE CIVIL SERVICE BOARD
Access Public
Type Action

File Attachments
11-25-2014 - Res Appoint Mary Hicks Wimberly to Fire Civil.pdf (485 KB)
Wimberly, Mary Hicks.pdf (427 KB)

3. CONTINUING THE USE OF SPEED DETECTION DEVICES

Subject A. A 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
Meeting Nov 25, 2014 - PUBLIC SAFETY COMMITTEE
### 3. CONTINUING THE USE OF SPEED DETECTION DEVICES

**Category:** Public  
**Type:** Action

**File Attachments**  
11-25-2014 - Res Speed Detection Devices.pdf (477 KB)

### 4. REPAIR OF BRIDGE OVER RAILROAD

**Subject**  
A. Update on Bridge Repair on College Street

**Meeting**  
Nov 25, 2014 - PUBLIC SAFETY COMMITTEE

**Category**  
4. REPAIR OF BRIDGE OVER RAILROAD

**Access**  
Public

**Type**
PUBLIC SAFETY COMMITTEE

MINUTES

October 28, 2014

The Public Safety Committee was called to order by Committee Chairman Shepherd.

COMMITEE MEMBERS PRESENT:
Commissioner Mallory Jones
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd
Commissioner Virgil Watkins
Commissioner Elaine Lucas

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Commissioner Ed DeFore
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Sheriff David Davis
Judd Drake, County Attorney
Steve Layson, Asst. County Manager
Charles Coney, Asst. County Manager
Shelia Thurmond, Clerk of the Commission
Janice Ross, Training & Events Coordinator
Jean Howard, Asst. Clerk of Commission
Chris Floore, Asst. to the County Manager
Julie Moore, Asst. to the County Manager
Sam Henderson, Executive Asst. to the Mayor
Dale Walker, County Manager
Opie Bowen, Assistant County Attorney
Ben Hubbard, Director of Human Resources
Dave Fortson, County Engineer

NEWS MEDIA:
Jim Gaines, The Telegraph
Anita Oh, WMAZ TV
Malcolm Johnson, WGXA FOX 24

VISITORS/GUESTS:

1. Approval of Minutes from Meeting on October 14, 2014

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas, and carried unanimously with Commissioners Watkins, Shepherd and Jones voting in the affirmative, the minutes of the October 14, 2014 meeting were approved as written.

2. Appointments To The Fire Civil Service Board

Sam Henderson stated that Linda Holland, one of the nominees to the Fire Civil Service Board, would have to be withdrawn due to the fact that she has moved to Warner Robins and the Ordinance states that all appointees must live in Bibb County.

ACTION:
ATTACHMENT 1.A

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas, and carried unanimously with Commissioners Watkins, Shepherd and Jones voting in the affirmative, the Resolution confirming Mayor Robert Reichert and the Macon-Bibb County Commission’s Appointment of Louie Hargrove, Rick Hutto, Clifford Rushin, Walter Timley and Linda Holland to the Fire Civil Service Board was amended to remove Linda Holland.

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas, and carried unanimously with Commissioners Watkins, Shepherd and Jones voting in the affirmative, the Committee went into Executive Session to discuss a personnel manner.

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas, and carried unanimously with Commissioners Watkins, Shepherd and Jones voting in the affirmative, the meeting was re-opened.

3. Ordinance To Require Patrons To Be 21 To Enter Bar

There was no motion to approve the change in the Ordinance to require patrons to be 21 to enter a bar. Commissioner Shepherd stated for the record that he supports the Ordinance change.

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

Shella Thurmond, CCC
Clerk of the 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: __________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
MARY HICKS WIMBERLY
wimberlyred@hotmail.com * Macon, GA * 478-335-2247

MARY HICKS WIMBERLY
wimberlyred@hotmail.com * Macon, GA * 478-335-2247

PROFILE
State of Georgia retiree with extensive background in business management, human resources, vendor management, neighborhood advocacy, contract negotiation and procurement experience.

AREAS OF EXPERTISE
Business Office Management
Vendor Account Management
Accounting
Project/Contract Administration

Human Resources
Goods Procurement
Budget Preparation & Management
Community Outreach & Organization

ACHIEVEMENTS

CAREER HIGHLIGHTS
STATE OF GEORGIA-DEPARTMENT OF CORRECTIONS, Macon, Georgia
Macon Diversion Center
Business Manager (November 1974-November 2004-retired):

Responsible for the business operations of a 125 bed correctional co-ed halfway house for probationers; Supervised 10 full-time state employees; Managed the accounting system for the probationers’ earnings and disbursements; Responsible for ensuring that all of the facility’s bills and contracts were paid in a timely manner; Responsible for purchasing all equipment, supplies and materials as per the standard operating procedures for the State of Georgia; Insured that all equipment was accounted for by decaling and accurately entering information into statewide inventory system;

- Facility Contract Administrator for approximately 20 annual contracts for goods and services which included bidding and awarding all contracts.
- Managed the in-house food service operations that produced 3 meals a day for 365 days a year
- Compiled and managed an annual operating budget of $500,000.
- Reviewed work orders for the maintenance department and ensured that necessary repair parts and supplies were made available to the maintenance staff.
- Reviewed personnel actions, ensured that employees’ leave was entered into the statewide system, set-up promotion boards for new hires, reviewed applications before promotion boards and ensured that employment packages were completed in a timely manner.
- Performed benefits coordinator duties for the facility and arranged annual benefit fairs for the staff.
- Motor Vehicle Fleet Manager for state vehicles assigned to facility; Ensured that mileage logs, all inspections and repairs were maintained according to guidelines.
- Maintained three (3) local bank accounts for the facility. All accounts plus the probationers’ accounts were audited yearly by Department of Corrections’ auditors.
- Responsible for ensuring that inventories for officers uniforms, probationers basic clothing, cleaning supplies were maintained accurately and replenish in a timely manner.
- Taught business orientation classes to all new probationers entering the diversion program; This class gave an overview to the probationers of the manner which their funds would be managed during their time at Macon Diversion Center; They were taught how to read their financial statements and how to make written disbursement requests of their funds.
MARY HICKS WIMBERLY
wimberlyred@hotmail.com  * Macon, GA  * 478-335-2247

STATE OF GEORGIA DEPARTMENT OF CORRECTIONS-REGIONAL OFFICE, Macon, Georgia
Secretary (February 1974-October 1974)

UNIVERSITY OF GEORGIA – Cooperative Extension Service-Fort Valley, GA.
Secretary (1972-1974)

FORT VALLEY STATE COLLEGE-BUSINESS DEPARTMENT Fort Valley, Georgia
Student Worker (1969-1972)

Summer Employment, New Jersey
Sales Associate (1968)
Secretary (1971)

EDUCATION

Fort Valley State College, B.S. Business 1972

TECHNICAL SKILLS & VOLUNTEER WORK
- Proficient in using Microsoft Word, Excel, Outlook and very comfortable with internet/smartphone technology
  - Macon-Bibb Neighborhood Watch Programs
  - Greenbriar Neighborhood Association
  - Age Friendly Community – Macon
  - Joseph B. Riley Elementary School
  - Girl Scout Troop Leader 1985-1989
- Member of Mt. Olive Baptist Church in Twiggs County, GA
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: SHELIA THURMOND, Clerk of Commission
Tuesday, November 25, 2014
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From Meeting on October 28, 2014
Meeting Nov 25, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
10-28-2014.pdf (385 KB)

2. AGREEMENT ON WATER DISTRIBUTION SYSTEM NEAR LEVEL ACRES DRIVE

Subject A. A Resolution Authorizing The Mayor To Execute An Agreement With LaKay Enterprises, Inc. To Provide Services On A Water Distribution System Near Level Acres Drive
Meeting Nov 25, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category 2. AGREEMENT ON WATER DISTRIBUTION SYSTEM NEAR LEVEL ACRES DRIVE
Access Public
Type Action

File Attachments
11-25-2014 - Res Agrmt wth Lakay Enterprises.pdf (2,331 KB)

3. DONATION OF GREENSPACE BETWEEN EAST BUFORD ROAD AND WEST BUFORD ROAD FOR PASSIVE PARK

Subject A. A Resolution To Authorize The Mayor To Accept The Donation Of Greenspace Between East Buford Road and West Buford Road to Create A Passive Park Known As Randall Heights Park
4. ROUNDABOUT AT STATE ROUTE 11/49 AND US 41 AT LIBERTY CHURCH ROAD

Subject: A. A 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

Meeting: Nov 25, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 4. ROUNDABOUT AT STATE ROUTE 11/49 AND US 41 AT LIBERTY CHURCH ROAD
Access: Public
Type: Action

5. CLOSING PORTION OF CHURCHILL STREET

Subject: A. A Resolution To Close a Portion Of Churchill Street By Erecting Temporary Barriers Due to Excessive Dumping

Meeting: Nov 25, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 5. CLOSING PORTION OF CHURCHILL STREET
Access: Public
Type: Action

6. USE OF MOTORIZED CARTS ON DESIGNATED PUBLIC ROADS

Subject: A. An Ordinance Amending Chapter 28 Of The Macon-Bibb County Code Of Ordinances To Include A New Article, With Said Article Being Entitled Article V "Motorized Carts" For The Purpose Of Allowing Motorized Carts On Designated Public Roads Under Certain Terms and Conditions

Meeting: Nov 25, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 6. USE OF MOTORIZED CARTS ON DESIGNATED PUBLIC ROADS
Access: Public
<table>
<thead>
<tr>
<th>Type</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject</strong></td>
<td>B. A Resolution Adopting The Initial List of Authorized Streets For The Use Of Motorized Carts</td>
</tr>
<tr>
<td>Meeting</td>
<td>Nov 25, 2014 - FACILITIES AND ENGINEERING COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>6. USE OF MOTORIZED CARTS ON DESIGNATED PUBLIC ROADS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
</tbody>
</table>
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

October 28, 2014

The Facilities and Engineering Committee was called to order by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:
Commissioner Ed DeFore
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Commissioner Al Tillman

OTHERS PRESENT:
Mayor Robert A. R. Reichert
Commissioner Virgil Watkins
Commissioner Elaine Lucas
Mayor Pro Tem Bert Bivins
Commissioner Larry Schlesinger
Judd Drake, County Attorney
Opie Bowen, Asst. County Attorney
Janice Ross, Training & Events Coordinator
Jean Howard, Asst. Clerk of Commission
Shelia Thurmond, Clerk of the Commission
Chris Floore, Asst. to the County Manager
Julie Moore, Assistant to the County Manager
Dave Fortson, Director of Engineering
Reggie Moore, Asst. Director of Recreation
Steve Layson, Assistant County Manager
Charles Coney, Assistant County Manager
Gene Simonds, Director of Facilities Management
Lt. Keith Woodford
Nigel Floyd, Director of Traffic Engineering
Dale Walker, County Manager
Lt. Wolfe, Bibb Sheriff’s Office
Reggie McClendon, Assistant County Attorney

NEWS MEDIA:
Anita Oh, WMAZ TV 13
Ron Wildman, WPGA TV 58
Malcolm Johnson, WGXA FOX 24
Jim Gaines, The Telegraph

VISITORS/GUESTS:
Cheryl Knight

1. Approval of Minutes from the October 14, 2014 meeting

ACTION:

On motion of Commissioner Jones, seconded by Commissioner Shepherd and carried unanimously with Commissioners DeFore, Tillman and Bechtel voting in the affirmative, the minutes of the October 14, 2014 meeting were approved.

2. Request For Facilities Management to Review Street Lighting.

Commissioner Lucas stated that there have been several deaths from pedestrians crossing the street at night. She requested the resolution due to her concerns that there is not adequate lighting for drivers to see people crossing the street. She continued that if just one life is saved then the review of street lighting will be for good. Lt. Wolfe reported that in the last five years, there have been 11 fatalities, eight of them at night. Most of these victims were intoxicated, were wearing dark clothes and crossed mid-block. In each incident, the investigating officer addressed the lighting at the time of the incident. None of the officers reported a problem with lighting.
Gene Simonds presented the following report regarding the intersections where the incidents have occurred:

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intersection of Shurling Drive and Gray Highway</td>
<td>Signalized intersection with ped signals, crosswalks, street lights both streets</td>
</tr>
<tr>
<td>Intersection 1200 block of Eisenhower Parkway</td>
<td>No street lights, 45 mph, divided highway, four lanes each direction of US 80, no electrical distribution</td>
</tr>
<tr>
<td>Intersection of Bloomfield Road and Virginia Drive</td>
<td>Signalized intersection with ped signals, crosswalks. One roadway fixture northwest corner. <strong>Recommend installing two flood lights 250w</strong></td>
</tr>
<tr>
<td>Intersection of Eisenhower Parkway &amp; Anthony Terrace</td>
<td>Signalized intersection with ped signals, crosswalks. One street light. <strong>Recommend addition two 250w flood lights.</strong></td>
</tr>
<tr>
<td>Intersection of the 1400 block of Gray Highway</td>
<td>No street lights, no electrical distributing in front of 1402 Gray Highway, Murphy Express, not an intersection. Trail down bank to Walmart. 50 mph six lanes</td>
</tr>
<tr>
<td>Intersection of the 3900 block of Pio Nono Avenue</td>
<td>Six lanes, no sidewalks, limited lighting</td>
</tr>
<tr>
<td>Intersection of Log Cabin Drive and Gadson Drive</td>
<td>Street light on Bloomfield. Crosswalk on Gadson. Five lanes (turn lane center)</td>
</tr>
<tr>
<td>Intersection of Forsyth Road and Highway 41</td>
<td>No intersection. County Line</td>
</tr>
<tr>
<td>Intersection of Magnolia Drive in Fort Hill</td>
<td>Could not locate</td>
</tr>
<tr>
<td>Intersection of Gray Highway and Graham Road</td>
<td>No street lights, no signals, no distribution</td>
</tr>
<tr>
<td>Intersection of Riverside Drive and Spring Street</td>
<td>Traffic signal, ped signals, street lights, crosswalks</td>
</tr>
<tr>
<td>Intersection of Edna Place and Greenbriar Road</td>
<td>One street light, crosswalks. Note: Electronic Speed Device</td>
</tr>
<tr>
<td>Intersection of Hawkinsville Road &amp; Barnes Ferry Rd</td>
<td>Two flood lights, seven lanes, 55 mph</td>
</tr>
<tr>
<td>Intersection of the 2000 block of Pio Nono Avenue</td>
<td>Sidewalks, street lights. Closest intersection Pio Nono Avenue &amp; Anthony Road has crosswalks and ped signals</td>
</tr>
<tr>
<td>Intersection of the 3000 block of Pio Nono Avenue</td>
<td>No sidewalks, street light at Somerset Drive, street light at Williamson Road. Traffic signal at Williamson Road. Crosswalk on Pio Nono</td>
</tr>
<tr>
<td>Intersection of the 3400 block of Napier Avenue</td>
<td>Street light at Napier &amp; Log Cabin. Traffic signal cross walks. Street light next at Edna Place. Edna Place approximately 200' from traffic signal at Log Cabin</td>
</tr>
<tr>
<td>Intersection of Eisenhower Parkway and Raley Road</td>
<td>No traffic signal, no crosswalks. Two flood lights (side streets). Divided highway, six lanes median US 80, 55 mph inbound</td>
</tr>
<tr>
<td>Intersection of Jeffersonville Road and Irwinton Road</td>
<td>Three flood lights, overhead flasher, no traffic signal, no crosswalks, no sidewalks, 45 mph, fed routes, US 80 State Routes #57 and #19</td>
</tr>
<tr>
<td>Intersection of Riverside Drive and Hudson Road</td>
<td>Street light, no sidewalks, 45 mph</td>
</tr>
</tbody>
</table>
Nigel Floyd stated that many of the roads mentioned above were state roads and the Georgia Department of Transportation would have to approve any lighting changes. He continued that GDOT does not recommend mid-block crossings and if the Commissioners desire to add one this would require GDOT approval. Commissioner Lucas stated that the Health Department and the Bibb County School Board endorsed the efforts of the Commission to make the streets safer for all who walk. Mr. Layson stated that they continue to evaluate street lighting and he asked if they could take immediate action on the lighting improvements and then report back as these improvements were completed. Commissioner Lucas stated that she would like to see the Facilities Management Department continue the evaluations of the streets, make improvements as needed and report those back to the Committee.

ACTION:

On motion of Commissioner Jones, seconded by Commissioner DeFore and carried unanimously with Commissioners Bechtel, Tillman, and Shepherd voting in the affirmative, the resolution was amended to approve the recommendations of the Facilities Management Department.

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried unanimously with Commissioners Jones, Tillman and DeFore voting in the affirmative, the resolution requesting that the Macon-Bibb County Facilities Management Department review street lighting and safety precautions currently in place for intersections where pedestrian accidents have occurred and other high volume traffic areas and take immediate action to upgrade any street lighting deficiencies that were noted was approved.


A. An Ordinance Amending Chapter 28 of the Code with Said Article Being Entitled Article V "Motorized Carts"

Sheree Moore, a citizen who lives downtown, reported that she was the individual who came to Mayor Reichert and asked if golf carts could be used in downtown Macon. She believes the time is right as this is an innovative and creative community and she sees this as an effective way for people in the downtown area to move about the community. Nigel Floyd and Lt. Wolfe stated that Peachtree City has 94 square miles of golf cart paths and has approximately 12,000 to 15,000 carts in use. Newtowm Macon has reported that 149 more lofts would soon be open in downtown Macon. Mayor Reichert stated that Macon-Bibb County has been designated by AARP as an age-friendly community. This does not mean that it is friendly for only people over 65, but for people of all ages. Nigel Floyd and Lt. Wolfe stated that they would ride the streets to see if they believe this is a viable option. They are concerned about the safety of children and adults riding in golf carts. They will soon be visiting Tifton to see how they use carts in their area.

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Shepherd and carried unanimously with Commissioners Jones, Tillman and Bechtel voting in the affirmative, the ordinance amending Chapter 28 to include a new article with said article being entitled Article V "Motorized Carts" for the purpose of allowing motorized carts on designated public roads was tabled for further investigation.
B. A Resolution Adopting The Initial List of Authorized Streets For The Use of Motorized Carts

**ACTION:**

On motion of Commissioner Jones, seconded by Commissioner Bechtel and carried unanimously with Commissioners Shepherd, Tillman and DeFore voting in the affirmative, the resolution adopting the initial list of authorized streets for the use of motorized carts was tabled for further investigation.

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

Shelia Thurmond, CCC
Clerk of Commission
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: _______________
       SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

Proposed Contract with Lakay Enterprises, Inc.
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

Bid Number: 15-009-ND

"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 is has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 **Competent Work**

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 **Representations and Warranties**

Independent Contractor will make no representations, warranties, or commitments binding the County without the County’s prior written consent.
4. **Company Prohibitions to Create a Safe Work Environment**

4.1  **Drug Free Workplace**

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

4.2  **Prohibition on Unlawful Discrimination and Harassment**

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

5. **Termination**

5.1  **Termination for default**

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

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

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public
enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out 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 costs 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; or 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, Releasees), from any and all claims, demands, liabilities, losses, costs or
expenses, including attorneys' fees, for any loss or damage for bodily injury, property
damages and attorneys' fees related thereto caused by, growing out of, or otherwise
happening in connection with this Agreement, due to any act or omission on the part of
Independent Contractor, its agents, employees, subcontractors, or others working at the
direction or on behalf of Independent Contractor. Independent Contractor's obligation to
indemnify any Releasees shall survive the expiration or termination of this Agreement by
either Party for any reason.

7.2 **Insurance Requirements**

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

7.3 Obligation to Verify Insurance

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

7.4 Risk Management Requirement

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

8. Non-Exclusivity

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

9. Waiver

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

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. Force Majeure

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

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

13. **Publicity**

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

14. **Time is of the Essence**

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

15. **Ownership**

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

16. **Certain Rules of Interpretation**

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

17. **Titles, Captions and Headings**

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

18. **Counterparts**

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

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

20. **Exhibits**

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

21. **Severability**

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

22. **Entire Agreement**

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

23. **Disputes**

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

24. **Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

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

(3) Cancellation of the public contract;

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

25. Affirmative Action

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

(a) Hiring
(b) Upgrading
(c) Promotion
(d) Transfer
(e) Layoff
(f) Termination

(g) Rates of Pay and other forms of compensation
(h) Training programs and selection for apprenticeship
(i) Recruitment advertising and recruitment efforts
(j) Employment goals
(k) Written plan to achieve those goals with timetables

26. Insurance Requirements

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

$1,000,000.00 per occurrence; and $2,000,000.00 general aggregate.

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

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

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

(e) Evidence of Insurance and General Terms. Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of “A” or better and with a financial size rating of Class V or larger.

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

27. Verifications and Compliance

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

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

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

On Behalf of Macon-Bibb County:

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

Attest:  
Shelia Thurmond, Clerk of Commission  
Date

On Behalf of Lakay Enterprises, Inc.:

By:  
Signature of Independent Contractor  
Date
Printed Name of Independent Contractor  
Job Title of Signor

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

Signature of Notary Public  
(Notary Seal/Stamp)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO ACCEPT THE DONATION OF GREENSPACE BETWEEN EAST BUFORD ROAD AND WEST BUFORD ROAD TO CREATE A PASSIVE PARK KNOWN AS RANDALL HEIGHTS PARK; TO AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the greenspace between East Buford Road and West Buford Road in Macon-Bibb County, Georgia is owned by Dorothy A. Gilbert, et al.; and

WHEREAS, Dorothy A. Gilbert is deceased and the property is currently owned jointly by W. Allen Huckabee, Teeny Lawless, Emmy Minor, Robin Skelton, Horace D. Adams, Bennette Kramer, Lee B. Huckabee III, Mary Howard, Elton M. Adams, Mace Hall, and Lillian Hughes; and

WHEREAS, the Macon-Bibb County Commission finds that it is in the best interest of the citizens of Macon-Bibb to accept the donation said property to protect, enhance and expand greenspace; and

WHEREAS, the property will be maintained as greenspace and improved to create a passive park as time and finances allow; and

WHEREAS, the area will be known as Randall Heights Park.

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 hereby authorized to accept the fee simple title donation of the area between East Buford Road and West Buford Road to be maintained as greenspace and improved to create a passive park as time and finances allow; and that the Mayor is authorized to execute any necessary legal documents to acquire said property in form approved by the County Attorney’s Office

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)

WHEREAS, the Georgia Department of Transportation has notified the County Engineering Department that the intersection of State Route 11/49 and US 41 at Liberty Church Road has been identified by the Georgia Department of Transportation as a candidate location for a roundabout project, with said letter being attached hereto as Exhibit “A”; and

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

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

WHEREAS, the County Engineer has reviewed the roundabout proposal and believes that a roundabout at this intersection would be an effective measure for the safety 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 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 in substantially the same form attached hereto as Exhibit “A”.

SO RESOLVED this ______ day of _________________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ________________________________

SHELIA THURMOND, Clerk of Commission
EXHIBIT A

Letter from Georgia Department of Transportation
September 18, 2014

Mayor Robert Reichert
P. O. Box 247
Macon, GA, 31202-0247

Subject: Project Support for Roundabout Consideration
Project: State Route 11/State Route 49/US41 at Liberty Church Road, PI 00099.58

Dear Mayor Reichert:

The Department has completed a statewide review of intersections where a roundabout can improve safety or operation efficiency. Based on its current control configuration and functionality, State Route 11/49 and US41 at Liberty Church Road has been identified as a candidate location for a roundabout. To validate the roundabout as a feasible alternative during the project's conceptual phase, the Department is requesting Bibb County agree to the following:

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

If you support the consideration of a roundabout as a feasible alternative and agree to the terms listed above, please sign the attached Letter of Support form and return it to my attention. If a roundabout is selected as the preferred alternative, a formal Local Government Lighting Project Agreement form with proposed costs will be executed during the preliminary design phase.

Thank you for your cooperation. If you have any questions or need any additional information please contact Michael Presley, the District Traffic Engineer, at 706-646-7591, or write the district office at Georgia Department of Transportation, District Three, 115 Transportation Boulevard, Thomasten, Georgia, 30285

Sincerely,

Max Drongecole
Traffic Operations Engineer 2
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: Max Dromgoole, Traffic Engineer 2
115 Transportation Blvd.
Thomaston, GA 30286

Location

The _____ of ____________ in Bibb County supports the consideration of a roundabout at the location specified below.

Local Street Names: Liberty Church Road at ____________

State/County Route Numbers: SR 11/SR49 at US 41

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the _____ day of ____________, 20____

Attest:

Title: Mayor, Macon-Bibb County

Clerk
EXHIBIT B

Map of Proposed Area
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO CLOSE A PORTION OF CHURCHILL STREET BY ERECTING TEMPORARY BARRIERS DUE TO EXCESSIVE DUMPING; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a portion of Churchill Street near its intersection with Gledhill Street is a well-known dumping area for trash and debris, and said area is shown in the attached Exhibit “A”, and

WHEREAS, previous efforts have been made in cleaning the area, but shortly after clean up, unknown persons discard continue to use the area as a dumping site as shown in the attached Exhibit “B”; and

WHEREAS, the area of Churchill Street on which this dumping occurs consists of one demolished property, two condemned properties which are currently on the demolition list, and one property which current has a nuisance abatement charge pending in the Macon-Bibb County Magistrate Court; and

WHEREAS, these properties are currently vacant and the owners of said property are not maintaining the properties; and

WHEREAS, the lack of residents in the area is very likely contributing to the continuous dumping problem in the area; and

WHEREAS, attempts to clean the area have been unsuccessful and have resulted in debris being dumped in the area within days of through cleanup efforts; and

WHEREAS, Engineering, the Sheriff’s Office, Public Works Department, and Traffic Engineering have all indicated blocking off the area would be a good idea due to the dumping of debris in the area; and

WHEREAS, Engineering had indicated placement of a post and cable system with a lock and key provided to the Fire Department and Sheriff’s Office could be a possible solution to this
matter as it would allow those departments to have access to the location should they need to respond to an emergency, but would block off the area with regard to dumping activity; and

WHEREAS, signs were posted at the beginning and end of the section that will be temporarily blocked off for a period of 30 days, requesting any public comments regarding the request and no comments were received; and

WHEREAS, this request seeks barriers which block the area in a safe and effective manner, but would be temporary in nature so that they could be removed should the owners of the properties elect to repair or sell the properties to individuals that intend to rebuild, repair, maintain and actively use said properties; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same to allow the erection of barriers which would block off the area shown in the attached Exhibit "A" and prevent the dumping of debris in the area, and allow the Fire Department and Sheriff’s Office to respond to emergency calls in the area if necessary.

SO RESOLVED this _____ day of ________________, 2014.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
Churchill's New Dead End

Map data © OpenStreetMap contributors, CC-BY-SA