<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<td>Commissioner Lucas – Vice Chairman</td>
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<td>Commissioner Schlesinger</td>
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<td>Commissioner Watkins</td>
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<td>9:00 a.m.</td>
<td>Economic &amp; Community Development Committee</td>
<td>Commissioner Schlesinger - Chairman</td>
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<td>Commissioner Tillman – Vice Chairman</td>
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<td>Commissioner DeFore</td>
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<td>Commissioner Watkins</td>
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<td>9:00 a.m.</td>
<td>Public Safety Committee</td>
<td>Commissioner Shepherd - Chairman</td>
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<td>Commissioner Watkins</td>
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<td>Commissioner Schlesinger</td>
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<tr>
<td>9:00 a.m.</td>
<td>Facilities and Engineering Committee</td>
<td>Commissioner Tillman – Chairman</td>
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<td>Commissioner Jones – Vice Chairman</td>
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<td>Commissioner Bechtel</td>
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<td>Commissioner Shepherd</td>
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<td>5:00 p.m.</td>
<td>Pre-Commission Meeting</td>
<td>Large Conference Room</td>
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<tr>
<td>6:00 p.m.</td>
<td>Commission Meeting</td>
<td>Commission Chambers</td>
</tr>
</tbody>
</table>

Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.
**Tuesday, December 9, 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

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Approval of Minutes From the November 25, 2014 Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
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<td>Access</td>
<td>Public</td>
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<td>Type</td>
<td>Minutes</td>
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</tbody>
</table>

File Attachments  
11-25-2014.pdf (411 KB)

2. AGREEMENTS TO BE EXECUTED

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. A Resolution To Authorize The Mayor To Execute An Agreement Between Macon-Bibb County And The Clerk Of Superior Court To Create A Superior Court Technology Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
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<tr>
<td>Category</td>
<td>2. AGREEMENTS TO BE EXECUTED</td>
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<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
</tbody>
</table>

File Attachments  
12-9-2014 - Res Agrmt with Clerk of Superior Court.pdf (657 KB)

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. A Resolution Authorizing the Mayor To Execute An Agreement To Sell The Alley Way Located Between Sherwood Drive and Mercer University Drive Consisting of 4,950 Square Feet to The Adjoining Owner For No Less than Fair Market Value; Authorizing The Mayor To Execute A Quit Claim Deed and Any Other Necessary Documents To Effect The Sale of Said Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
</tbody>
</table>
Subject: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Agrmt to sell Alley 4950 Square ft .pdf (2,169 KB)

Subject: C. A Resolution Authorizing the Mayor to Execute An Agreement With Quality Traffic Systems For The Purchase Of Traffic Signal Control Cabinets For Use By The Facilities Management Department
Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Agrmt with Quality Traffic (3).pdf (456 KB)

Subject: D. A Resolution Authorizing The Mayor To Execute An Agreement With Technology International, Inc. For The Purchase of Heating, Ventilation And Air Conditioning Units For The Sears Building
Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Agrmt with Technology International for heating.pdf (459 KB)

Subject: E. A Resolution Authorizing the Mayor To Execute An Agreement With Stafford Builders & Consultants, Inc. In The Amount of Three Hundred Fifty Four Thousand Two Dollars and 00/100 ($354,002.00) For Renovation Of The Middle Georgia Regional Commission, In Form To Be Approved By The County Attorneys' Office
Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Agrmt with Stafford $354002.00 for MGRC.pdf (2,715 KB)
3. AGREEMENTS TO BE EXECUTED FOR RECREATIONAL FACILITIES

Subject: A Resolution To Authorize the Mayor To Execute An Agreement Between Macon-Bibb County and WMA Architects/Planners, Inc for Ninety Three Thousand Three Hundred Thirty Dollars and No/100 ($93,330.00) For Architectural Services at Frank Johnson Community Center With Funding From SPLOST

Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AGREEMENTS TO BE EXECUTED FOR RECREATIONAL FACILITIES
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Agrpmt with WMA for $93330 00 Frank J Park.pdf (983 KB)

Subject: B. A Resolution To Authorize the Mayor to Execute An Agreement Between Macon-Bibb County and Vaughn & Melton Consulting Engineers, Inc. For Twenty Seven Thousand Dollars and No/100 ($27,000.00) For Architectural Services At Central City Park With Funding From SPLOST

Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AGREEMENTS TO BE EXECUTED FOR RECREATIONAL FACILITIES
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Agrpmt with Vaughn Melton for $27000 00 for Central City Park.pdf (979 KB)
Subject: C. A Resolution to Authorize The Mayor To Execute Agreement Between Macon-Bibb County and WMA Architects/Planners, Inc. For One Hundred Fifty Nine Thousand Three Hundred Ninety-Five Dollars and No/100 ($159,395.00) For Architectural Services At the Memorial Park Community Center With Funding From SPLOST

Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENTS TO BE EXECUTED FOR RECREATIONAL FACILITIES

Access: Public

Type: Action

File Attachments
12-9-2014 - Res Agrmt with WMA $159395 00 for Memorial Park.pdf (985 KB)

Subject: D. A Resolution Authorizing the Mayor to Execute An Agreement With Stafford Builders & Consultants, Inc. In The Amount of Nine Hundred Ninety Three Thousand Five Hundred Fifty Dollars and 00/100 ($993,550.00) for John Drew Smith Tennis Center Construction, In Form To Be Approved By the County Attorneys' Office With Funding From SPLOST

Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENTS TO BE EXECUTED FOR RECREATIONAL FACILITIES

Access: Public

Type: Action

File Attachments
12-9-2014 - Res Agrmt with Stafford $993550 00 for John Drew Smith.pdf (2,227 KB)

Subject: E. A Resolution To Authorize The Mayor to Execute An Agreement Between Macon-Bibb County and WMA Architects/Planners, Inc. for Two Hundred Sixty One Thousand Seven Hundred Seventy Dollars and 00/00 ($261,770.00) for Architectural Services At the Rosa Jackson Community Center With Funding From SPLOST

Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AGREEMENTS TO BE EXECUTED FOR RECREATIONAL FACILITIES

Access: Public

Type: Action

File Attachments
12-9-2014 - Res Agrmt with WMA $261770 00 for Rosa Jackson Ctr .pdf (981 KB)
4. APPROPRIATION REQUEST

Subject: A. An Ordinance To Appropriate $20,000 from Fund Balance To The Superior Court Clerk’s Office For Information Technology Expenses Related To System Maintenance and Repair

Meeting: Dec 9, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category: 4. APPROPRIATION REQUEST

Access: Public

Type: Action

File Attachments
12-9-2014 - Ord Appropriation $20000 00 to Superior Court Clerk.pdf (442 KB)
OPERATIONS AND FINANCE COMMITTEE

MINUTES

November 25, 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

COMMISSIONERS ABSENT:
Commissioner Ed DeFore

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Dale Walker, County Manager
Judd Drake, County Attorney
Nyesha Daley, Director of Procurement
Sherita Jones, Budget and Strategic Planning
Karen McDuffie, Budget and Strategic Planning
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Sheila Thurmond, Clerk of the Commission
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Ben Hubbard, Director of Human Resources
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Chris Floore, Assistant to the County Manager
Sam Henderson, Exec. Asst. to Commissioners
David Cooke, District Attorney
Sheriff David Davis
David Montford, Chief of Staff, Sheriff’s Office
Desmond Schneider, Procurement Office

VISITORS/GUESTS:
Brittney Childs, Industrial Authority
Jan Beeland, Exec. Director, Macon Arts Alliance
Jonathan Dye, Macon Arts Alliance

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

1. Approval of minutes from the October 28, 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 28, 2014 were approved as written.
2. Appropriation for the District Attorney's Office

David Cooke stated that, at the present time, he did not have a Victim Witness Advocate in the Juvenile Justice Department. He felt that this was a much needed position. Presently, these duties are assigned to one of the secretaries in the department. The position is mandated by the Juvenile Court. The Juvenile Court has over 2,000 cases that could benefit from a Victim Witness Advocate. He would like to start the position at the entry level. The position would require a bachelor's degree with an emphasis on public service. Commissioner Lucas asked for a job description and although Mr. Cooke did not have one with him, he stated that he would make sure the Commissioners received one. Commissioner Bechtel asked about the collection of fines – how much was billed and how much was collected.

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd and Schlesinger voting in the affirmative the ordinance to appropriate $32,500 from Fund Balance to the Office of the District Attorney was tabled pending a mid-year budget review and the endorsement of the position. Mr. Cooke will report the amount of fines billed and the collection rate at the time of consideration.*

3. Amendments and Revisions To The Code of Ordinances

Reginald McClendon stated that the purpose of the ordinance was to raise the insurance rate from $52.00 to $52.50. This is consistent with the laws of the State of Georgia.

**ACTION**

*On motion of Commissioner Shepherd, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Schlesinger and Watkins voting in the affirmative, the ordinance to revise Chapter 26, Article V imposing license fees and taxes on insurance and premiums was approved.*

4. Establishing the Pension Trustee Board

Judd Drake stated, at the present time, the Commissioners served as the Pensión Board. The resolution will change to a smaller board of seven members.

**ACTION**

*On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the resolution was amended to read Section 12.03 Pension Trustee Board “The Pension Trustee Board will consist of a seven (7) member board comprised as following: two active vested Macon-Bibb County employees (as defined by Section 8.02) that are a member of this plan, two vested Macon-Bibb County retirees that are a member of this plan, one Macon-Bibb County resident at large (with a financial background) and two Macon-Bibb County Commissioners.”*
ACTION

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

5. Amending Master Statement of Investment Policy

Commissioner Schlesinger stated that he had asked for the amendment to the investment policy so as to take out the six month waiting period should an investor be underperforming.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative the resolution to amend the Master Statement of Investment Policy to allow for immediate termination of under-preforming investment managers was approved.

6. Purchasing Garbage Carts and Recycling Carts

Nyesha Daley stated that the garbage carts and recycling carts would be purchased from National Intergovernmental Purchasing Alliance and they would maintain the same price for one year if additional carts are needed.

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Schlesinger and Shepherd voting in the affirmative, the resolution to authorize and approve the purchase of residential garbage carts and recycling carts for the Solid Waste Department in the amount of $84,989.89 was approved.

7. Agreements To Be Executed

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with Due South Investments, LLC for office space in the BB&T Building to be occupied by the Public Defender’s Office was approved.

8. Letter of Support Request

Mayor Reichert stated that in order to obtain grants for local governments the Commission would need to execute a letter of support to the congressional delegation.
ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the resolution in support of Senate Bill 2891 and House Bill 4726 of the 113th 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 was approved.

9. Amending Charter To Reduce Total Budget Reduction Required

Commissioner Tillman stated that he introduced the resolution due to the fact that the budget had already been reduced, and by not having to stay to the 20% would help the moral of employees because they would feel more assured that their jobs were not at risk of being eliminated. Commissioner Jones stated that he believes the people in the County who voted for consolidation would want the reductions to take place. Commissioner Bechtel stated that after meeting with the Legislative Delegation, he felt they were amenable to changing the Charter. He continued that he did not want to see the Government locked into any number. The Mayor stated that the Delegation had agreed that the wrong year was used when the Charter was written. He continued that he believed the Delegation was agreeable to giving the County credit for what had been accomplished in this year’s budget cycle.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Bechtel and Shepherd voting in the affirmative, Mayor Reichert was authorized to write a letter to the Legislative Delegation reiterating the feelings of the Commission that were voiced during the discussion held on the budget reduction requirement.

10. Retirements

Ben Hubbard stated that Marilyn Morris was activating her vested retirement with 11 years and three months of service.

ACTION

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

11. Grant Requests and Awards

A. Sherita Jones addressed the Tourism Product Development Grant for Pottery Workshop.

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 acceptance of the Tourism Product Development Grant in the amount of $4,645 awarded to the Mayor’s Office was approved.

B. Sherita Jones addressed the Christmas with a Deputy Grant.

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 acceptance of the Christmas with a Deputy Grant in the Amount of $2,500 Awarded to the Sheriff’s Department was approved.

C. Sherita Jones addressed the Georgia Recreational Trails Program Grant. Commissioner Lucas stated that she would like to see the grant come back to the Committee for acceptance if the grant was received.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Bechtel and Shepherd voting in the affirmative, the resolution to apply for the Georgia Recreational Training Program Grant was amended to eliminate the language: “and accept if awarded.”

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 Mayor to apply for 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 was approved as amended.

D. Macon Arts Alliance to seek grant funding

Jan Beeland stated that the Macon Arts Alliance would like to ask for the Commissioners support to apply for a grant in support of an Arts Village in East Macon. She stated that the village would assist in the fight against blight. She continued that we all recognize that blight is a problem in our community. The capacity to tear down blighted structures cannot meet the demand. At public meetings and other events, people have asked for additional approaches. The fight against blight requires a multitude of strategies. Jan stated that the arts community has been aware of artist-led approaches to revitalization and the fight against blight. Local artists and musicians have often mentioned artist-lead approaches in other communities, i.e. Local musician Anna Mae Kersey, who is also a Mercer student working on Blight, approached them about such a project. During a recent visit to Bradenton, Florida, Mayor Reichert, Jan Beeland, Sam Macfie and Beverly Blake discovered a neighborhood-based, artist-led approach to fighting blight and creating neighborhood vibrancy. After that visit, the Macon Arts staff met with the Mayor and several Commissioners to discuss ideas for an artist-led approach in Macon. The result of this effort is to create the Mill Hill East Macon Arts Village. Jan continued that, right now, they have a collaborative group working together including Macon Arts Alliance, Urban Development
Authority, Strong Cities Strong Communities, neighbors and agencies, which means now is the time to do an Artist Village. She continued that additional partners and community members already are engaged, such as Reverend Terry at New Fellowship Baptist Church, James Baker-homeowner, Family Investment Center, Phillips Performing Arts Foundation and EPA Sustainable Communities Initiative – Equitable Development investment consultant in support of Strong Cities Strong Communities. Mill Hill will be an artist led approach to fighting blight. Macon Arts Alliance will begin with the renovation of the old Mill Auditorium into a community arts center. Artist residency program will bring artists to live in the neighborhood and engage the community working out of the arts center. Renovation of empty blighted homes to house artists-in-residence will soon follow. Investment and incentives to restore blighted homes in partnership will be accomplished with the Urban Development Authority. An artist-led, asset-based approach to neighborhood development will help to realize a shared vision for the entire neighborhood. A commitment to best practices will aid in keeping longtime residents in their home and in the neighborhood.

**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 in support of the Macon Arts Alliance efforts to seek grant funding via the National Endowment for the Arts in support of an Arts Village in East Macon was approved.*

12. Supplemental Budget Request

13. Transfer of Funds

   a. (Sheriff’s Office) Transfer of $10,000 from Overtime to Prison Transfer
   b. (Vehicle Maintenance) Transfer $35,000 from Machine Maintenance to Equipment

14. Add Item to the Agenda

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the following item was added to the agenda:*

- Suspension of Holiday Pay Schedule

Mayor Reichert stated that with Christmas Eve falling on a Wednesday and Christmas Day on a Thursday the thought was to give employees Thursday and Friday off for the holidays instead of Wednesday and Thursday.

**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 authorizing a one-time suspension of the Holiday Pay Schedule as designated in Section 5.04 of the Macon-Bibb County Government Policies and Procedures Manual regarding the 2014 Christmas Holiday and amending the date of recognition for Christmas Eve was approved.*
There being no further business, the meeting was adjourned.

________________________
Shelia Thurmond, CCC
Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND THE CLERK OF SUPERIOR COURT OF MACON-BIBB COUNTY TO CREATE A SUPERIOR COURT TECHNOLOGY FUND; AND FOR OTHER PURPOSES.

WHEREAS, the Clerk of Superior Court of Macon-Bibb County (hereinafter "Clerk") is duly authorized by law to enter into and participate in various projects with the Georgia Superior Court Clerks Cooperative Authority (hereinafter "Authority"), an authority of the State of Georgia, for the purpose of effectuating statutory provisions required of the Authority for electronic delivery of data filed in the Clerk's Office (including, but not limited to, real estate, personal property, liens, maps, plats, and notary public records); and

WHEREAS, the Clerk of Superior Court of Macon-Bibb County desires to provide to the Authority digital images of such records; and

WHEREAS, the Authority has extended an offer to the Clerk to enter into a contract with the Clerk for such purposes and agreed to remunerate the Clerk for such data and services provided by the Clerk; and

WHEREAS, the County and the Clerk desire to earmark such funds and other proceeds from the Authority for ongoing funding of technological improvements within the Clerk's Office;

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 Clerk of Superior Court of Macon-Bibb County to create a Superior Court Technology Fund, deposit into said fund proceeds from services provided to the Georgia Superior Court Clerks Cooperative Authority, and to use said funds exclusively for technological improvements within the Clerk's Office, in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of __________________, 2014.

________________________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
_______________________________________________________
SHELLIA THURMOND, CLERK OF COMMISSION
STATE OF GEORGIA
COUNTY OF BIBB

SUPERIOR COURT TECHNOLOGY FUND AGREEMENT

This contract is entered into this ___ day of ____________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and the Clerk of Superior Court of Bibb County (hereinafter referred to as the "Clerk"), a constitutional county officer of Bibb County, Georgia.

RECITALS

WHEREAS, the Clerk is duly authorized by law to enter into and participate in various projects with the Georgia Superior Court Clerks Cooperative Authority (hereinafter called the "Authority"), an authority of the State of Georgia, for the purpose of effectuating statutory provisions required of the Authority for electronic delivery of data filed in the Clerk's Office (including, but not limited to, real estate, personal property, liens, maps, plats, and notary public records); and

WHEREAS, the Clerk desires to provide to the Authority digital images of such records; and

WHEREAS, the Authority has extended an offer to the Clerk to enter into a contract with the Clerk for such purposes and agreed to remunerate the Clerk for such data and services provided by the Clerk; and

WHEREAS, the County and the Clerk desire to earmark such funds and other proceeds from the Authority for ongoing funding of technological improvements within the Clerk's Office;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the County desires to enter into this agreement with the Clerk upon the terms, covenants, and agreements set forth herein:

1. The Authority is authorized and hereby directed to make payable to the Clerk any proceeds, sums, reimbursements, payments, grants, or awards otherwise payable to the County for the above-described data and services which are provided to the Authority by the Clerk.

2. The Clerk shall be authorized to expend such proceeds, sums, reimbursements, payments, grants, or awards for technological and record management projects within the Office of the Clerk of Superior Court or as otherwise deemed necessary by the Clerk for the purpose of establishing, maintaining, or improving networks and/or systems essential or desirable for providing and/or improving access to data within the Clerk's Office.

3. The funds shall be deposited into a restricted account entitled "Superior Court Technology Fund." Such fund may be audited each year by Macon-Bibb County internal
and external auditors who will provide the Board of Commissioners a full accounting of fund activity.

4. In the event the Clerk does not expend all funds derived from the Authority during the fiscal year in which such sums are received by the Clerk, the residual balance shall be held in abeyance by the Clerk and carried over to the next fiscal year for future technological and record management improvements within the Clerk’s office.

The foregoing constitutes the entire agreement between the parties. This agreement shall be governed by the laws of the State of Georgia and may be amended only by a document in writing signed by a duly authorized representative of the County and the Clerk of Superior Court.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the manner prescribed by law on the day and year first above written.

MACON-BIBB COUNTY GOVERNMENT

Robert A.B. Reichert, Mayor

Attest:

Sheila Thurmond, County Clerk

CLERK OF SUPERIOR COURT

Erica L. Woodford
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO SELL THE ALLEY WAY LOCATED BETWEEN SHERWOOD DRIVE AND MERCER UNIVERSITY DRIVE CONSISTING OF 4,950 SQUARE FEET TO THE ADJOINING OWNER FOR NO LESS THAN FAIR MARKET VALUE; AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS TO EFFECT THE SALE OF SAID PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 32-7-3 authorizes Macon-Bibb County to close and dispose of a public road or alley way pursuant to the procedure set forth in O.C.G.A. § 32-7-4 when Macon-Bibb County determines that it is no longer needed for public road purposes because of changed conditions, and that closing said road is in the public interest; and

WHEREAS, the Corporation of Mercer University seeks to purchase and close a portion of such an alley way from Sherwood Drive to Mercer University Drive as shown in attached Exhibit “A”; and

WHEREAS, the Corporation of Mercer University has submitted a petition and the required fees for closure of said alley way, with said petition attached hereto as Exhibit “B”; and

WHEREAS, the Corporation of Mercer University owns all the blocks abutting said alley way, with the exception of one (1) which is owned by TAW Georgia Service Centers, Inc.; and

WHEREAS, TAW Georgia Service Centers, Inc. has consented to this closure and have indicated said consent by filling out the forms required by Macon-Bibb County; and

WHEREAS, a review of this area by the Macon-Bibb County Engineering Department revealed that the said alley way, while deeded to the former City of Macon, was never opened and never used by the public; and

WHEREAS, since the alley way was never opened and never used by the public, public comments were not solicited since the alley way had never been utilized by the public or available for use; and

WHEREAS, further review by the Macon-Bibb County Engineering Department indicates that the closure/sale of this alley way will not impact Macon-Bibb County and said Department has recommended approval as shown and attached hereto as Exhibit “C”; and

WHEREAS, the Mayor and Macon-Bibb County Commission find that said alley way between Sherwood Drive and Mercer University Drive is not needed for public road purposes and that abandoning and disposing of it is in the public interest, as it facilitates the enjoyment of the highest and best use of the abutting property.

Page 1 of 16
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 abandon and sell the alley way located between Sherwood Drive and Mercer University Drive, as shown on Exhibit “A”, to the adjoining owner for no less than fair market value, in accordance with O.C.G.A. § 32-7-4, and to execute quit claim deeds or any other documents necessary to complete this transaction; and

BE IT FURTHER RESOLVED that, contingent on such sale, said alley way between Sherwood Drive and Mercer University Drive as shown in Exhibit “A” is hereby closed and abandoned; and

BE IT FURTHER RESOLVED that should Macon-Bibb County fail to sell the aforementioned property for no less than fair market value, said road shall not be closed or abandoned, but shall remain Macon-Bibb County property.

SO RESOLVED this ___ day of: ________________, 2014.

By:

____________________________
ROBERT A.B. REICHERT, Mayor

Attest:

____________________________
SHELIA THURMOND, Clerk of Commission
EXHIBIT A

Map of Alley Way Between Sherwood Drive and Mercer University Dr
Alley-From Mercer University Drive to Sherwood Drive

Petitioned by Mercer University to be closed and abandoned

All that tract or parcel of land lying and being in Land Lot 33, Macon Reserve West, Macon, Bibb County, Georgia, and being all of an 11 foot alley running through Block I of Alief Park as shown in Minute Book 23, Page 273, Clerk’s Office, Bibb Superior Court, and being more particularly described as follows:

Being all of the unopened 11 foot alley in said Block I of Alief Park, running from Mercer University Drive south to Sherwood Drive. Said alley is approximately 11 feet wide and 450 feet long, contains approximately 4,950 square feet and is shown shaded on a plat by Wellston Associates Land Surveyors, LLC, said plat dated October 9, 2014 and attached herein as Exhibit “A”.
EXHIBIT B

Petition to Close Alley Way
November 20, 2014

HAND DELIVERY
Mr. Opie Bowen
Macon-Bibb County Attorney’s Office
City Hall
Macon, GA 31201

Re: 1893 Mercer Road - Alley Closing

Dear Opie:

I am enclosing a Petition to Close An Alley. Mercer University owns all the lots in the block except for one which is owned by TAW who has signed the consent. I have attached a copy of the tax map marking the different lots, a copy of the old subdivision plat, and a copy of TAW’s deed. We are also enclosing the $500 filing fee.

We would certainly appreciate getting this in line as quickly as possible for approval. As you know, this is the block where the newest set of lofts and parking deck are to go for Mercer. If you need more information or documentation, please contact me. Thank you for your help.

Very truly yours,

ANDERSON, WALKER & REICHERT, LLP

[Signature]

JAA:ag
Enclosures
cc: Mr. William G. Solomon IV
     Mr. Bill Causey
PETITION TO CLOSE AN ALLEY/STREET
MACON-BIBB COUNTY, GEORGIA

Name of Alley/Street: Alley through Middle of Blk I, Allied Park
Parameters to be Closed: From Sherwood Dr. to Mercer University Blvd

Petitioner's Printed Full Name: The Corporation of Mercer University
Petitioner's Address: P.O. Box 6497 Macon, GA 31208
Petitioner's Phone Number: 478-743-8651
Petitioner's Email Address: @JAA@AURCLAW.COM

Petitioner owns property abutting the alley/street subject to this petition and has proper standing to submit said petition. By submitting this petition, Petitioner requests that the above-referenced alley/street be closed and confirms the following:

a) ✓ The Petitioner has obtained the written consent of each abutting landowner and signatures for each have been attached hereto.

b) ✓ The Petitioner has included the requisite $500.00 fee pursuant to Macon-Bibb County Ordinance 24-127 in order for the County to properly research the property.

Signature of Petitioner
Jonathan Atkerman
Attorney for Petitioner

Date
11-18-2014

Notary: On this, the 13th day of November, 2014, before me personally appeared
Jonathan Atkerman, 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
CONSENT OF ABUTTING LANDOWNERS
MACON-BIBB COUNTY, GEORGIA

The following persons are landowners who have property that abuts said street/alley which is the subject of the aforementioned petition. By affixing their signatures below, said abutting landowners do hereby consent to the closing and abandonment of the aforementioned alley/street and do hereby join the Petitioner in requesting such. Copies of their deeds, or a signed notarized statement attesting to ownership of the below identified property, have been attached hereto.

<table>
<thead>
<tr>
<th>Printed Name of Property Owner</th>
<th>Property Address</th>
<th>Signature of Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAW Georgia Service Centers, Inc.</td>
<td>1893 Mercer Road Macon, GA.</td>
<td>Michael M. Mactonnies, CEO</td>
</tr>
</tbody>
</table>

|                                  |                        |                            |
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|                                  |                        |                            |
|                                  |                        |                            |
|                                  |                        |                            |
|                                  |                        |                            |
|                                  |                        |                            |
|                                  |                        |                            |
ELIZABETH F. THOMPSON, ESQ., P.C.,
ATTORNEY AT LAW
1515 BASS ROAD, SUITE 1
MACON, GA 31210

Return to:
Shepards, Mioce & Ross, LLP
6255 Riverdale Road
Riverton, GA 30274
Attn: Reconveyance Dept.

SPECIAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF HARRIS

THIS INDENTURE is made the 17 day of DECEMBER, in the year TWO THOUSAND FIVE between

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE WITHOUT RECOURSE

as party or parties of the first part, hereinafter called Grantor and

TAW GEORGIA SERVICE CENTERS, INC.

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH that: GRANTOR, for and in consideration of the sum of Ten and 0/100 Dollars ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 35 OF THE MACON RESERVE WEST IN BIBB COUNTY, GEORGIA, AND IN THE CITY OF MACON, BEING KNOWN AND DESIGNATED AS ALL OF LOT EIGHT (8) AND PART OF LOT SEVEN (7), BLOCK "F", ALIEN PARK SUBDIVISION, ACCORDING TO A PLAT OF SAID SUBDIVISION RECORDED IN MINUTE BOOK 23, PAGE 273, CLERK'S OFFICE, BIBB SUPERIOR COURT. SAID TRACT BEING ALL OF SAID LOT 8 AND A STRIP OFF THE SOUTHERLY SIDE OF SAID LOT 7 ADJOINING AND LYING ADJACENT TO THE NORTHERLY SIDE OF SAID LOT 6, WHICH STRIP IS 12 FEET IN WIDTH AND 141.00 FEET IN LENGTH. SAID LOT 8 AND THE 12 FOOT STRIP OFF SAID LOT 7 TOGETHER FORM A SINGLE CORNER LOT BEING 72.0 FEET BY 141.0 FEET, FRONTING A DISTANCE OF 72.0 FEET ON MERCER ROAD AND RUNNING BACK THEREFROM ALONG THE RIGHT OF WAY LINE OF SHERWOOD DRIVE A DISTANCE OF 141.0 FEET ON ITS SOUTHERLY SIDE AND ALONG ITS NORTHERLY BOUNDARY LINE A DISTANCE OF 141.0 FEET AND IS 72.0 FEET ACROSS THE ROADS, OR WESTERLY BOUNDARY LINE.

DEED REFERENCE: DEED BOOK 2000, PAGE 4, CLERK'S OFFICE, BIBB SUPERIOR COURT.

PROPERTY ADDRESS: 1993 MERCER ROAD, MACON, GEORGIA.

THIS CONVEYANCE is executed subject to all easements, covenants and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the
rights, members and appurtenances thereof, to the same being, belonging, or in anywise
appertainning to the proper use, benefit and behoof of said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR WILL WARRANT AND FOREVER DEFEND the
right and title to the above described property unto the said Grantee against the claims of all
persons claiming by, through or under Grantor only.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and
year above written.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE WITHOUT
RECOURSES

By: ____________________________
Name: Stanley Bailey
Title: Vice President

LITTON LOAN SERVICING, LP
ATTORNEY-IN-FACT

By: ____________________________
Name: Kristin Tompkins
Title: Vice President

Signed, sealed and delivered in
the presence of:

Witneses

Notary Public

Page 13 of 16
## ATTACHMENT 2.B

**To be filed in BIBB COUNTY**

<table>
<thead>
<tr>
<th>SECTION A – SELLER'S INFORMATION (Do not use agent's information)</th>
<th>SECTION C – TAX COMPUTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SELLER'S BUSINESS/ORGANIZATION/OTHER NAME</strong></td>
<td><strong>Exempt Code</strong></td>
</tr>
<tr>
<td>Deutsche Bank National Trust Co.</td>
<td><strong>If non-exempt code enter N/A</strong></td>
</tr>
<tr>
<td><strong>MAILING ADDRESS (STREET &amp; NUMBER)</strong></td>
<td><strong>1. Actual Value of consideration received by seller</strong></td>
</tr>
<tr>
<td>4828 Loop Central Drive</td>
<td><strong>Complete Line 1A if actual value unknown</strong></td>
</tr>
<tr>
<td><strong>CITY, STATE/PROVINCE, ZIP CODE, COUNTRY</strong></td>
<td><strong>1A. Estimated fair market value of Real and Personal property</strong></td>
</tr>
<tr>
<td>Houston, TX 77001 USA</td>
<td><strong>$18,909.00</strong></td>
</tr>
<tr>
<td><strong>DATE OF SALE</strong></td>
<td><strong>2. Fair market value of Personal Property only</strong></td>
</tr>
<tr>
<td>10/17/2005</td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION B – BUYER'S INFORMATION (Do not use agent's information)</th>
<th><strong>3. Assumptions of liens and encumbrances not removed by transfer</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUYER'S BUSINESS/ORGANIZATION/OTHER NAME</strong></td>
<td><strong>4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)</strong></td>
</tr>
<tr>
<td>TAW Georgia Service Centers, Inc.</td>
<td><strong>$18,909.00</strong></td>
</tr>
<tr>
<td><strong>MAILING ADDRESS (Must use buyer's address for tax billing &amp; notices purposes)</strong></td>
<td><strong>5. TAX DUE AT 1% PER $1000 OR FRACTION THEREOF (Minimum $1.00)</strong></td>
</tr>
<tr>
<td>440 South 7th Street</td>
<td><strong>$18.00</strong></td>
</tr>
<tr>
<td><strong>CITY, STATE/PROVINCE, ZIP CODE, COUNTRY</strong></td>
<td><strong>6.</strong></td>
</tr>
<tr>
<td>Tampa, FL 33619 USA</td>
<td>****</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))</th>
<th><strong>7.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSE NUMBER &amp; EXTENSION (If applicable)</strong></td>
<td><strong>8.</strong></td>
</tr>
<tr>
<td>1839</td>
<td><strong>9.</strong></td>
</tr>
<tr>
<td><strong>PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION</strong></td>
<td><strong>10.</strong></td>
</tr>
<tr>
<td>Woodrow Road</td>
<td><strong>11.</strong></td>
</tr>
<tr>
<td><strong>COUNTY</strong></td>
<td><strong>12.</strong></td>
</tr>
<tr>
<td><strong>13.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CITY</strong></td>
<td><strong>14.</strong></td>
</tr>
<tr>
<td><strong>15.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>MAP &amp; PARCEL NUMBER</strong></td>
<td><strong>16.</strong></td>
</tr>
<tr>
<td>092-300-19</td>
<td><strong>17.</strong></td>
</tr>
<tr>
<td><strong>ACCOUNT NUMBER</strong></td>
<td><strong>18.</strong></td>
</tr>
<tr>
<td>L16900-001</td>
<td><strong>19.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION E – RECORDING INFORMATION (Official Use Only)</th>
<th><strong>20.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE</strong></td>
<td><strong>21.</strong></td>
</tr>
<tr>
<td>10/24/05</td>
<td><strong>22.</strong></td>
</tr>
<tr>
<td><strong>DEED BOOK</strong></td>
<td><strong>23.</strong></td>
</tr>
<tr>
<td>6826</td>
<td><strong>24.</strong></td>
</tr>
<tr>
<td><strong>DEED PAGE</strong></td>
<td><strong>25.</strong></td>
</tr>
<tr>
<td>72</td>
<td><strong>26.</strong></td>
</tr>
<tr>
<td><strong>PLAY BOOK</strong></td>
<td><strong>27.</strong></td>
</tr>
<tr>
<td><strong>PLAY PAGE</strong></td>
<td><strong>28.</strong></td>
</tr>
</tbody>
</table>

**ADDITIONAL BUYER**

Name

This symbol signifies that the data was too big for the field. The original values are shown below.

**SUB LOT & BLOCK:** Lot 8, Blk 1, Ariel Park
EXHIBIT C

Macon-Bibb County Engineering Department Recommendation
MEMORANDUM

TO:       David Fortson, P.E.
          Macon-Bibb County Engineer

FROM:     Bill Causey
          Macon-Bibb County Engineering Department

DATE:     November 26, 2014

RE:       Alley between Mercer University Drive and Sherwood Drive
          Petition to Close from Mercer University

Pursuant to your request, I have investigated the above and submit the following:

The alley referenced above was created by a plat of Alltel Park, dated 1885 and recorded in
Minute Book 23, Page 273, Clerk's Office, Bibb Superior Court. It was platted as being 11 feet in
width and running from what is now Mercer University Drive, south to Sherwood Drive. I saw no
evidence of the alley, which suggests it was never opened and put into use.

Mercer University owns all but one of the lots abutting the alley and they have submitted a
consent form signed by the other owner consenting to the closure.

It has been our practice to solicit public comments on petitions requesting street/alley closures,
but only on those that were open and in use by the public.

It is my opinion that Macon-Bibb County can close and convey this alley to Mercer University
without impacting our abilities to carry out our municipal duties.

Please let me know if you have any questions regarding this matter.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH QUALITY TRAFFIC SYSTEMS FOR THE PURCHASE OF TRAFFIC SIGNAL CONTROL CABINETS FOR USE BY THE MACON-BIBB COUNTY FACILITIES MANAGEMENT DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Facilities Management Department is responsible for the traffic maintenance operations of Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Facilities Management Department is currently in need of traffic signal control cabinets; and

WHEREAS, on or about October 13, 2014, the Macon-Bibb County Procurement Department issued Bid Number 15-024-DB soliciting responsive offers from responsible bidders capable of providing such equipment; and

WHEREAS, three (3) responsive bids were received; and

WHEREAS, Quality Traffic Systems, a corporation doing business in Nashville, Tennessee, submitted the lowest bid in the amount of eighty-two thousand one hundred forty dollars ($82,140.00); and

WHEREAS, as such, it was recommended that the bid be awarded to Quality Traffic Systems to provide the equipment requested; 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 Quality Traffic Systems to provide the traffic signal control cabinet equipment requested under the terms and conditions contained in Bid Number 15-024-DB.

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 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TECHNOLOGY INTERNATIONAL, INC. FOR THE PURCHASE OF HEATING, VENTILATION, AND AIR CONDITIONING UNITS FOR THE SEARS BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, the building commonly referred to as the "Sears Building" is currently undergoing renovations and, upon completion, will be used as office space for the Bibb County Sheriff's Department; and

WHEREAS, as part of the renovation process, the Sears Building will require updated heating, ventilation, and air conditioner units; and

WHEREAS, on or about October 22, 2014, the Macon-Bibb County Procurement Department issued Bid Number 15-028-DAE soliciting responsive offers from responsible bidders capable of providing such equipment; and

WHEREAS, two (2) responsive bids were received; and

WHEREAS, Technology International, Inc., a corporation doing business in Lake Mary, Florida, submitted the lowest bid in the amount of eighty-one thousand six hundred seventy-six dollars ($81,676.00); and

WHEREAS, as such, it was recommended that the bid be awarded to Technology International, Inc. to provide the equipment requested; 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 Technology International, Inc. to provide the heating, ventilation, and air conditioning equipment requested under the terms and conditions contained in Bid Number 15-028-DAE.

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 AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFORD BUILDERS &
CONSULTANTS, INC. IN THE AMOUNT OF THREE HUNDRED FIFTY FOUR
THOUSAND TWO DOLLARS AND 00/100 ($354,002.00) FOR RENOVATION OF THE
MIDDLE GEORGIA REGIONAL COMMISSION, IN FORM TO BE APPROVED BY
THE COUNTY ATTORNEYS OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, on or about October 13, 2014, Macon-Bibb County issued an invitation for
sealed bids regarding renovation to the Middle Georgia Regional Commission; and

WHEREAS, the Macon-Bibb County Procurement Department received responsive bids
from six (6) firms regarding the proposed request; and

WHEREAS, Stafford Builders & Consultants, Inc. based in Macon, Georgia, submitted
the lowest bid for the proposed project; and

WHEREAS, the bid submitted by Stafford Builders & Consultants, Inc. for the proposed
project was $354,002.00; 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 Stafford Builders & Consultants, Inc. in the amount of three hundred fifty
four thousand two dollars and No/100s ($354,002.00) for renovation to the Middle Georgia
Regional Commission, in form to be approved by the County Attorney’s Office.

SO RESOLVED this ______ day of ________________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

________________________________________
SHELIA THURMOND, CLERK OF COMMISSION
The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ User Department Recommendation
- ☑ Official Bid Tabulation
- ☑ Copy of Recommended Vendor's bid
- ☑ Addenda (if any)

After reviewing all proposals, the committee recommends: ☑ Award as Follows  ☐ Reject all proposals, Resolicit

<table>
<thead>
<tr>
<th>VENDOR/NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stafford Builders Group, Inc.</td>
<td>$354,002.00</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  ☐ 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>A bid bond is required per Invitation for Bid and per Section C of the Instructions to bidders.</td>
<td>Low bidder, KUNj Construction, did not submit the required bond bond.</td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected: ☐ Over budget  ☐ No One Meets Specifications  ☐ Other  ☑ N/A

Award Requirements: ☑ HOLD FOR MBCC AWARD  ☐ HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 15-030-ND was published on 10/13/2014. The bid was advertised on Macon-Bibb County’s Procurement page, and posted to the Georgia Procurement Registry (State Purchasing). On the due date (11/20/2014), Six (6) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, award was recommended to Stafford Builders Group, Inc who was the lowest responsive and responsible bidder. Procurement concurs with this award.

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></td>
<td>12/3/14</td>
</tr>
<tr>
<td>Procurement Director</td>
<td></td>
<td>1/3/2014</td>
</tr>
<tr>
<td>Mayor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: Bob Brown, BTBB Architects  
FROM: Nyesha Daley, Dir. of Procurement  

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/20/2014</td>
<td>15-030-ND</td>
<td>Alteration to the Middle Georgia Regional Commission</td>
<td>MGRC</td>
<td>$350,000.00</td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend: ☑ Award as Follows  
☑ Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stafford Builders Groups, Inc.</td>
<td>$321,789.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A bid bond is required per invitation for Bid and per Section C of the Instructions to bidders</td>
<td>Low bidder, KUNj Construction, did not submit the required bond bond.</td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply): ☑ Over budget  
☐ None Meet Specifications  
☐ Other

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

NAME: Robert W. Brown  
TITLE: President, BTBB inc.

SIGNATURE:  
DATE: 4 Dec 2014
ATTACHMENT 2.E

SECTION B
BID FORM

PROJECT: Alterations to the Middle Georgia Regional Commission
175 Emery Highway
Macon, Georgia 31217

BID NUMBER: 15-030-ND

DATE: November 20, 2014

TIME: 12:00 NOON

PLACE: Macon-Bibb County Procurement Department
682 Cherry Street, Suite 800
Government Center Annex
Macon, Georgia 31201

Proposal of Stafford Builders Group, Inc.

(hereinafter called Bidder) organized and existing under the laws of the State of Georgia doing business as a corporation

To Macon-Bibb County Board of Commissioners, hereinafter called "Owner".

Gentlemen:

The Bidder, in compliance with your invitation for bids for the ALTERATIONS TO THE MIDDLE GEORGIA REGIONAL COMMISSION in Macon, Bibb County, Georgia, having carefully examined the Specifications entitled "Alterations to the Middle Georgia Regional Commission", and the Drawings similarly entitled, all dated 7 October 2014, related documents, and the site of the proposed Work, and being familiar with all of the conditions surrounding this project, including the availability of materials and labor, hereby bid to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addenda (list each addendum number and date of each addendum):

Addendum No. 1 Dated 10/31/2014
Addendum No. 2 Dated 11/07/2014
Addendum No. 3 Dated 11/10/2014
Addendum No. 4 Dated 11/14/2014

*Insert a corporation, a partnership, or an individual as applicable.
AMOUNTS: Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

BASE PROPOSAL: The Bidder agrees to perform all of the work described in the Specifications and shown on the Plans (inclusive of all materials, labor, equipment, and other necessary provisions) for the sum set forth below:

**ITEM NO. 1: STRUCTURE & FINISHES, EXCEPT FOR WORK IN ITEMS 2, 3, AND 4, THE SUM OF:**

One Hundred Thirty-Nine Thousand, One Hundred Sixty & 36/100 Dollars $139,106.36

Amount in Words

**ITEM NO. 2: PLUMBING, INCLUDING GENERAL CONTRACTOR'S OVERHEAD & PROFIT, THE SUM OF:**

Forty-Nine Thousand, Four Hundred Eight Four & 20/100 Dollars $49,484.20

Amount in Words

**ITEM NO. 3: HVAC WORK, INCLUDING GENERAL CONTRACTOR'S OVERHEAD & PROFIT, THE SUM OF:**

Seventy-Nine Thousand, Nine Hundred Ninety & 02/100 Dollars $79,990.20

Amount in Words

**ITEM NO. 4: ELECTRICAL WORK, INCLUDING GENERAL CONTRACTOR'S OVERHEAD & PROFIT, THE SUM OF:**

Fifty-Four Thousand, Seven Hundred Eight & 24/100 Dollars $54,708.24

Amount in Words

**TOTAL BASE PROPOSAL FOR ALTERATIONS TO THE MIDDLE GEORGIA REGIONAL COMMISSION - ITEMS 1, 2, 3, AND 4, THE SUM OF:**

Three Hundred Twenty-Three Thousand, Two Hundred Eight Nine & 00/100 Dollars $323,289.00

Amount in Words

ALTERNATES PROPOSAL: The undersigned further proposes that, should the following alternates (see Section 01031 for detailed description of alternates) be accepted and be incorporated into the contract, the total base proposal will be altered as follows:

**Additive Alternate No. 1: DATA CABLING, THE SUM OF:**

Twenty-Eight Thousand, Five Hundred & 00/100 Dollars $28,500.00

Amount in Words

**Additive Alternate No. 2: REPLACE COUNTERTOP AT BOARD ROOM CABINET, THE SUM OF:**

Three Thousand, Seven Hundred Thirteen & 00/100 Dollars $3,713.00

Amount in Words

Bidder hereby agrees to commence actual physical work on site, with an adequate force and equipment under this contract within ten (10) calendar days of a date to be specified in a written order from the Owner and to fully complete all Work within One Hundred Sixty-Five Days (165) consecutive calendar days from and including said date.
DEDUCT $1,500
FROM BASE BID
IF AN ADDITION OR DEDUCTION IS LISTED, IT MUST BE PLACED INSIDE THE SEALED ENVELOPE.

The Bidder agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) calendar days following such time.

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

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

If this bid is accepted within sixty (60) days after the date set for the opening of bids and the bidder fails to execute the Contract within ten (10) days after written notice of such acceptance or fails to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

The bidder hereby certifies they have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

Respectfully Submitted,

Authorized Signature:  
Typed Signature: Walter Stafford  Title: President  
Company Name: Stafford Builders Group, Inc.
Company Address: 2960 Napier Avenue  
Macon, GA 31204  
Telephone Number: 478-447-6310  Dated: 11/20/2014
Federal Tax ID Number: 27-3776971  
DUNS # 07-880-8802
BIDDER QUALIFICATION FORM

Company Name: Stafford Builders Group, Inc.
Address: 2960 Napier Avenue Macon, GA 31204
When Organized: 2012 Where Incorporated: State of Georgia
How many years have you engaged in business under the present firm name? 2
Credit available for this contract? $50,000.00
Contracts now in hand? 3
Has bidder ever refused to execute a contract at the original bid amount? no
Has bidder ever been declared in default on a contract? no
Comments: N/A

Company Name: Stafford Builders Group, Inc.
Authorized By (typed name): Walter Stafford
Authorized Signature: [Signature]
Title: President Date: 11/20/2014

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

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felton Homes unit C-14</td>
<td>Macon, GA</td>
<td>Will Stanford</td>
<td>478-742-1208</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF November 2014
My Commission Expires: December 28, 2014
Wykesia Q Stafford [Notary Seal]
Notary Public
LIST OF SUB-CONTRACTORS

I do [✓], do not [ ], propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will supply list upon award of project</td>
<td></td>
</tr>
</tbody>
</table>

Stafford Builders Group, Inc.  
Contractor Name
BIDDER MINORITY PARTICIPACIÓN GOAL

(Attach additional pages if required.)

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

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>ESTIMATED VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will supply list upon reward of project</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Stafford Builders Group, Inc.
Contractor Name
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

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

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE


Wykesia Q. Stafford [NOTARY SEAL]
Notary Public
Document A310™ – 2010
Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Stafford Builders Group, Inc.
1104 Ernest Street
Macon, GA 31204

SURETY:
(Name, legal status and principal place of business)
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101
Mailing Address for Notices

OWNER:
(Name, legal status and address)
Macon-Bibb County, Georgia
700 Poplar Street, P.O. Box 247
Macon, GA 31202-0247

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Alterations to the Middle Georgia Regional Commission

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Wavier of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2014.

________________________________________________________________________
(Principal) (Seal)
Stafford Builders Group, Inc.

________________________________________________________________________
(Title) President
North American Specialty Insurance Company

________________________________________________________________________
(Title) Gary Spuler, Attorney-in-Fact
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Gary Spuhler

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Stafford Builders Group, Inc.  Bond Number: Bid Bond

Obligee: Macon-Bibb County, Georgia  Bond Amount: See Bond Form

Bond Description: Alterations to the Middle Georgia Regional Commission

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

Signed:

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By:

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of May 2012,

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

On this 28th day of May 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Donna D. Sklens, Notary Public

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of November 2014.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: 15-038-ND Alterations to the Middle GA Regional Commission

Name of Contracting Entity: Macon-Bibb Board of Commissioners

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

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

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

637196
EEVE-Verify™ User Identification Number

By: Authorized Officer or Agent
(Name of Person or Entity)
Administrator

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF November, 2014

Wykesia Q. Stafford

Date of Authorization
01/29/2013

Date
11/20/2014

Shawnda Chaney-Stafford
Printed Name of Authorized Officer or Agent

My Commission Expires: December 28, 2014

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

Company Name: Stafford Builders Group, Inc.

Company Address: 2960 Napier Avenue Macon, GA 31204

Authorized By (typed or printed name): Walter Stafford

Title: President

Authorized Signature: [Signature]

Date: 11/20/2014

Telephone Number: 478-447-6310

Fax Number: 478-738-0445

Email Address: walter@staffordbci.com

---

**REMITTANCE INFORMATION** (where payments should be sent)

Remit to Name: Stafford Builders Group, Inc

Remit to Address: 2960 Napier Avenue

City: Macon State: GA Zip: 31204 County: Bibb

Phone: 478-447-6310 Fax: 478-738-0445 Toll Free: n/a

Contact: Shawnda Chaney Email: shawnda@staffordbci.com

Tax ID: ☐ SSN ☑ Federal Tax ID 27-1776971

Business Type: ☑ Individual ☐ Business ☐ Misc.

---

**PURCHASE ORDER INFORMATION** (where purchase orders should be sent)

Purchase Order Name: Stafford Builders Group, Inc.

Purchase Order Address: 2960 Napier Avenue

City: Macon State: GA Zip: 31204 County: Bibb

Phone: 478-447-6310 Fax: 478-738-0445 Toll Free: n/a

Contact: Walter Stafford Email: walter@staffordbci.com

Payment Terms: Discount 9% No. Days 7 Net Due 7 days

Freight Terms: Ship Via: n/a POB: n/a

---

**MBE/DBE/WBE STATUS** (check appropriate box(es)):

☑ African American ☐ Hispanic ☐ Native American ☐ Asian American

☐ Disabled ☐ Veteran ☐ Woman-Owned ☐ Not-Applicable
ALTERATIONS OF AN EXISTING BUILDING
MIDDLE GEORGIA REGIONAL COMMISSION
BID NO. 15-030-ND / BTBB #13-014
31 October 2014

ADDENDUM NUMBER ONE

Bidders are advised that bidding documents on the above named project are amended as follows:

GENERAL

1. The MGRC building will be open on Tuesday, November 4, 2014, from 10:00 A.M. to 12:00 P.M. so that bidders may examine the existing building and areas affected by the work of this project. Please note that no one will be available to answer questions.

SPECIFICATIONS

1. Section A, Invitation to Bid: Change the Bid No. to 15-030-ND, in lieu of 15-303-ND.

2. Section B, Bid Form: Replace page 1 of the Bid Form with the revised page which includes the Bid No. 15-030-ND (attached).

3. Section 07210, Building Insulation:
   a. Delete the following paragraphs regarding insulation above ceiling:
      - 2.1.A.1
      - 3.1.B.1

DRAWINGS

1. Sh. A8.1: Delete Notes 1 and 2 (no insulation exists above ceilings).

Attachment: Bid Form (page 1)

END OF ADDENDUM
SECTION B
BID FORM

PROJECT: Alterations to the Middle Georgia Regional Commission
175 Emery Highway
Macon, Georgia 31217

BID NUMBER: 15-030-ND

DATE: November 13, 2014

TIME: 12:00 NOON

PLACE: Macon-Bibb County Procurement Department
882 Cherry Street, Suite 600
Government Center Annex
Macon, Georgia 31201

Proposal of __________________________

(hereinafter called Bidder) organized and existing under the laws of the State of Georgia doing business as a __________________________.

To Macon-Bibb County Board of Commissioners, hereinafter called "Owner".

Gentlemen:

The Bidder, in compliance with your invitation for bids for the ALTERATIONS TO THE MIDDLE GEORGIA REGIONAL COMMISSION in Macon, Bibb County, Georgia, having carefully examined the Specifications entitled "Alterations to the Middle Georgia Regional Commission", and the Drawings similarly entitled, all dated 7 October 2014, related documents, and the site of the proposed Work, and being familiar with all of the conditions surrounding this project, including the availability of materials and labor, hereby bid to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following addenda (list each addendum number and date of each addendum):

Addendum No. ______ Dated ________________
Addendum No. ______ Dated ________________
Addendum No. ______ Dated ________________

*Insert a corporation, a partnership, or an individual as applicable.
ADDENDUM NUMBER TWO

Bidders are advised that bidding documents on the above named project are amended as follows:

SPECIFICATIONS

1. Section 15250, Vibration Isolation: Par. 2.1.A, add “Vibration Eliminator” as an approved manufacturer subject to the requirements of the specifications and drawings.

2. Section 15890, Ductwork:
   a. Par. 2.4.B.1: Add “ATCO” as an approved manufacturer for flexible ductwork subject to the requirements of the specifications and drawings.
   b. Par. 2.4.D.1: Add “LINDAB” as an approved manufacturer for single wall round ductwork subject to the requirements of the specifications and drawings.

3. Section 15940, Air Outlets and Inlets:
   a. Par. 2.2.B: Add “NAILOR” and “RICKARD” as approved manufacturers for air distribution devices subject to the requirements of the specifications and drawings.
   b. Par. 2.3: Add “PENNIBARRY” as an approved manufacturer for roof ventilators subject to the requirements of the specifications and drawings.

DRAWINGS

1. Sht. A0.1: Remove all existing flooring in the space designated as Phase I. In addition, the Contractor shall remove the floor anchors left after the removal of compact shelving. Patch holes in the floor (where anchors are removed) with Ardex CP™ or other approved product.

END OF ADDENDUM
ALTERATIONS OF AN EXISTING BUILDING
MIDDLE GEORGIA REGIONAL COMMISSION
BID NO. 15-030-ND / BTBB #13-014
10 November 2014

ADDENDUM NUMBER THREE

Bidders are advised that bidding documents on the above named project are amended as follows:

SPECIFICATIONS
1. Section A, Invitation to Bid / Section B, Bid Form:

The Bid Date has been changed to Thursday, November 20. The bid time and place remain the same; bids are due at 12 noon, and will be publicly opened and read at 2:00 P.M. that same day in the Macon Bibb County Procurement Department Conference Room.

DRAWINGS
1. Sh. B3.0: Add the following to the General Notes:

G. All data telephone cabling in the new addition (W.F.D. space 133) shall be routed to new data rack in space Data 130. All new telephone/data cabling being added (to the left off space W.F.D. 133) in the existing building shall be routed to existing space Data 123.

H. Individual combination telephone/data outlets shown shall have 2-data jacks and 1-telephone jack per outlet with 3-cables back to data rack noted in General Note “G” above.

I. J-boxes and power poles shown for connection to modular furniture shall have 1-data and 1-telephone cable per cubical.

J. Provide J-hooks and D-rings as required to support all data/telephone cabling above ceilings.

K. Provide 12-strand fiber backbone with all terminations between the existing MDF in space Data 123 and new IDF rack in space Data 130. Also, provide a 50-pair telephone backbone cable terminated at each end with type 110 punch down blocks on plywood backboard.

L. Provide #2 ground in ¾ inch PVC conduit to new data rack in space Data 130 from service entrance ground. Provide mechanical ground lugs for connection.

M. See specification section 16160 for all racking, patch panels, cabling, outlet jacks and other equipment.

END OF ADDENDUM
ALTERATIONS OF AN EXISTING BUILDING
MIDDLE GEORGIA REGIONAL COMMISSION
BID NO. 15-030-ND / BTRB #13-014

ADDENDUM NUMBER FOUR

Bidders are advised that bidding documents on the above named project are amended as follows:

SPECIFICATIONS

1. Section B, Bid Form: Replace the Bid Form with the revised Bid Form which includes line items for Alternates #1 and #2 (attached).

Attachment: Bid Form

END OF ADDENDUM
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND ADVANCED DISPOSAL SERVICES MACON, LLC TO EXTEND THE CURRENT AGREEMENT TO PROVIDE RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL SERVICES IN MACON-BIBB COUNTY FOR A PERIOD OF THIRTY (30) MONTHS, IN FORM TO BE APPROVED BY THE COUNTY ATTORNEYS OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, Bibb County contracted with Southland Waste Systems of Georgia to provide all residential solid waste and recyclable materials collection and disposal services within the unincorporated area of Bibb County for a five year period beginning on July 1, 2009; and

WHEREAS, Southland Waste Systems of Georgia assigned that contract to Advanced Disposal Services Macon, LLC on May 23, 2011; and

WHEREAS, Advanced Disposal Services Macon, LLC has provided said services since the assignment of the contract; and

WHEREAS, Macon-Bibb County is the successor to Bibb County and required by its charter to honor all agreements entered into by the former Bibb County; and

WHEREAS, on or about August 8, 2013, Bibb County entered into an agreement to extend the services provided by Advanced Disposal Services Macon, LLC through December 31, 2014; and

WHEREAS, the contract extension entered into in 2013 expressly allows for additional extensions if agreed upon by both parties; and

WHEREAS, it is the desire of Macon-Bibb County to further extend those services provided by Advanced Disposal Services Macon, LLC for an additional thirty (30) months to expire June 30, 2016; and

WHEREAS, it is the desire of Macon-Bibb County to amend the current service agreement to ensure that services are provided more efficiently throughout the County; and

WHEREAS, Advanced Disposal Services Macon, LLC has agreed to provide these services at the same fees they currently charge under the existing contract extension; and

WHEREAS, fees for additional services would increase by approximately $8,500 per month and result in Macon-Bibb County saving approximately $6,000 per month in fuel, repairs, salaries, and benefits; and

WHEREAS, based on the existing contract and Macon-Bibb County’s preference to maintain continuity of services, this contract is deemed to be a continuation of services; 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 Advanced Disposal Services Macon, LLC to extend the current agreement to provide residential solid waste and recyclable materials collection and disposal services in Macon-Bibb County through June 30, 2016, and to amend provisions of the current service agreement to ensure efficiency of services throughout the County, in form to be 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)
The purpose of this summary is to provide garbage and recycling services to residents of Macon-Bibb in the residential overlapping service areas. Macon Bibb's Solid Waste Department trucks overlap with Advance Disposal Services (ADS) collection trucks when providing garbage, yard waste, and recycling collection services.

Where trucks overlap the most is in the former north Macon and the former north Bibb County areas. The Solid Waste Department propose to trade approximately 1350 homes in north Macon to ADS for approximately 680 homes in south Bibb County. This trade impacts about 2,000 residents.

ADS will provide weekly garbage, weekly yard waste, and bi-weekly recycling to 1350 north Macon residents who do not receive recycling now.

Macon Bibb Solid Waste Department will provide weekly garbage and yard waste to residents who don't receive weekly yard waste service currently. ADS will continue to provide bi-weekly recycling.

ADS will provide this service for the same fees they currently charge. Fees for additional service would increase by about $8,500 per month. Macon Bibb would save about $6,000.00 per month in fuel, repairs, salaries, and benefits.
<table>
<thead>
<tr>
<th>STREET NAME</th>
<th># OF HOUSES BEING BILLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ayers Blvd</td>
<td>18</td>
</tr>
<tr>
<td>Park St</td>
<td>15</td>
</tr>
<tr>
<td>Parkwood Ave</td>
<td>20</td>
</tr>
<tr>
<td>West Ridge Cir</td>
<td>35</td>
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<tr>
<td>Ridge Ave (3920)</td>
<td>1</td>
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<td>Club Trce</td>
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<tr>
<td>Old Club Ct/Rd - E &amp; S</td>
<td>83</td>
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<td>Brittany Dr</td>
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<td>Guerry Dr</td>
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<td>Wesleyan Woods Dr</td>
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<tr>
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Total # ADS would take 1348
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<th>STREET NAME</th>
<th># OF HOUSES BEING BILLED</th>
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<td>Ashland Dr</td>
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<td>Dapleton Dr</td>
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<td>Echois Pl</td>
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<td>Greenleaf Dr</td>
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<td>Lyn Ct/Dr</td>
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<td>Medford Pl</td>
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<td>Price Dr</td>
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<td>Piendale Dr</td>
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<td>Silver Pines Ct/Dr</td>
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<td>Mamie Carter Dr</td>
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<td>Bashon Ct</td>
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<td>Soldad Ct</td>
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<td>Misty Valley Ct/Dr</td>
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<tr>
<td>Willowdale Dr</td>
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<td><strong>Total # City would take</strong></td>
<td><strong>683</strong></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Total homes ADS would take</td>
<td>1348</td>
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<tr>
<td>Total homes Macon Bibb would take</td>
<td>683</td>
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<tr>
<td>Additional homes ADS has</td>
<td>665</td>
</tr>
<tr>
<td>Garbage Collection difference</td>
<td>665 * $8.34 = $5,546.10</td>
</tr>
<tr>
<td>Yard Waste Collection Weekly</td>
<td>665 * ($1.32 * 2) = $1,755.60</td>
</tr>
<tr>
<td>Recycling Collection Bi-Weekly</td>
<td>665 * $1.75 = $1,163.75</td>
</tr>
<tr>
<td>ADS total additional cost / month</td>
<td>$8,465.45</td>
</tr>
<tr>
<td>*12 months</td>
<td></td>
</tr>
<tr>
<td>Total / Year</td>
<td>$101,585.40</td>
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</table>

**Savings to Bibb County**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>
| Salaries, Wages, and Benefits                   | 3 employees * $50/ hr * 8hrs  
= $400 * 4 days/ month = $1,600.00 |
| Truck Cost                                       | $85/ hr * 8 hrs = $680/ day * 4 days/ month = $2,720/ month |
| Disposal Cost                                    | 13.5 tons * $27.75/ ton = $375 * 4 days = $1,500/month |
| Repairs & Maintenance                            | $90.00/ day * 4 day/ month = $360.00 |
| Total/ Year                                      | $74,160.00   |

$27,425 difference/ year
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND WMA ARCHITECTS/PLANNERS, INC FOR NINETY THREE THOUSAND THREE HUNDRED THIRTY DOLLARS AND NO/100 ($93,330.00) FOR ARCHITECTURAL SERVICES AT THE FRANK JOHNSON COMMUNITY CENTER IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County issued a Request for Quotation for architectural services and design services at the Frank Johnson Community Center recreational facility; and

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

WHEREAS, WMA Architects/Planners, Inc. based in Macon, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by WMA Architects/Planners, Inc. for the proposed project was $93,330.00; 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 WMA Architects/Planners, Inc. in the amount ninety three thousand three hundred thirty dollars and No/100s ($93,330.00) for architectural and design services at the Frank Johnson Community Center to be paid from SPLOST funds, in form to be 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)
### MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
### AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>GL ACC CODE / BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/3/14</td>
<td>906-07</td>
<td>RFQ 14-003-ND Architectural Services - Recreation</td>
<td>/S</td>
<td>Nyesha Daley</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:
- ☑ Buyer's Award Recommendation (this form)
- ☑ Vendor's Price Proposal
- ☑ RFQ Shortlist

After reviewing all proposals, the committee recommends: ☑ Award as Follows

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCATION / AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMA Architects</td>
<td>Frank Johnson/$93,330.00</td>
</tr>
<tr>
<td></td>
<td>Memorial Park/$159,395.00</td>
</tr>
<tr>
<td></td>
<td>Rosa Jackson/$261,770.00</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? ☑ No

<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>All inclusive cost required</td>
<td>Submitted a base price +/- 13% of project budget which would exceed all inclusive cost of selected bidder.</td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected: ☑ No One Meets Specifications

Award Requirements:
- ☑ HOLD FOR MRCC AWARD
- ☑ HOLD FOR MBCC ACTION

Details of solicitation process:
Professional Services price proposals received from three (3) responsive and responsible firms (4 for Rosa Jackson). Responses were reviewed by Macon-Bibb County Recreation, SPLOST Coordinator, facilitated by Procurement. The apparent low bidder's price was not inclusive of all associated costs, award recommended to WMA Architects. Procurement concurs.

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

<table>
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<th>SIGNATURE</th>
<th>DATE</th>
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<tr>
<td>Procurement Facilitator</td>
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<td>Procurement Director</td>
<td>[Signature]</td>
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</tr>
<tr>
<td>Mayor</td>
<td></td>
<td>12/3/2014</td>
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</tbody>
</table>
MACON-BIBB COUNTY GOVERNMENT
PRICE PROPOSAL
FRANK JOHNSON COMMUNITY CENTER

General:
The Macon-Bibb County, Georgia government, herein referred to as “Owner”, is accepting Price Proposals from the qualified list of Professional Services to include design, construction document preparation, and construction observation of the following recreation projects.

- Expansion of the existing Frank Johnson Community Center

Project Description:

- Expansion of the existing Frank Johnson Community Center- Expand the existing gymnasium floor to a regulated basketball/volleyball floor, which may include a fitness, craft, and meeting rooms, redesign existing entrance and lobby, etc.
- Proposal to design the outside facility to include additional parking, shelters, outdoor basketball court, ball fields, etc.
- It is considered important that the project present a comfortable setting where visitors can relax, socialize, see and be seen.

Scope of Work
Architectural and Engineering Services

- The scope of the work outlined in this proposal includes necessary surveys, geotechnical investigations, engineering and architectural services.
- Civil engineering services shall include, but are not limited to, engineering site plans that will address water, sewer, drainage, easements, landscaping, hydrological studies, etc. in accordance with the Macon-Bibb County's specifications and Code of Ordinances.

Preliminary Design Services

- Conduct community meetings with key community stakeholders to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct meetings with key recreational and consolidated government staff to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct one community survey
- Provide an allowance for at least two (2) public presentations.
- Refine the project based on preliminary input and submit preliminary reports to the Owner.
- The Respondent and the Owner shall meet as required by the Owner to discuss and evaluate the project status.

Design Services

- Provide analysis relative to the space plans.
- Provide projected staff level needs to operate the facility
- Provide an allowance for one (1) presentation each before the SPLOST committee and the commission.
- Present progress reviews to the key recreation staff.
Project Management Services
- Attend Pre-bid meetings
- Provide explanation of specifications to contractors
- Develop addendum to bids
- Attend bid openings
- Provide bid response analysis
- Monitor contractor performance
- Review and approve payment requests
- Perform contract close-out and punch-list functions

<table>
<thead>
<tr>
<th>PRICE PROPOSAL</th>
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<tbody>
<tr>
<td>Cost for project listed above</td>
</tr>
<tr>
<td>Date available to start</td>
</tr>
<tr>
<td>Projected completion time</td>
</tr>
</tbody>
</table>

I certify that my proposal includes all costs required to perform these minimum specifications.

Printed Name:  Trey Wood, AIA

Authorized Signature:  [Signature] Date: 11/12/2014

Company Name:  WMA Architects/Planners Inc.
NOTICE OF SOLICITATION ACTION

SOLICITATION NUMBER: 14-003-ND
SOLICITATION TITLE: Architectural Services (Recreational Facilities)
SUBMISSION DUE DATE/TIME: March 27, 2014 @ 12:00 Noon

RESPONDENTS: 25

RESULTS: Award recommendation made for the six (6) top-ranked firms listed below. Recommendations pending approval by the Macon Bibb County Commission.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sizemore Group / Jacobs Engineering</td>
<td>Atlanta, GA</td>
</tr>
<tr>
<td>Collins Cooper Carusi Architects</td>
<td>Atlanta, GA</td>
</tr>
<tr>
<td>WMA Architect/Planners</td>
<td>Macon, GA</td>
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<tr>
<td>Nimrod Long &amp; Associates</td>
<td>Birmingham, AL</td>
</tr>
<tr>
<td>Vaughn &amp; Melton Consulting Engineers</td>
<td>Kennesaw, GA</td>
</tr>
<tr>
<td>Hulsey McCormick &amp; Wallace</td>
<td>Macon, GA</td>
</tr>
</tbody>
</table>

Nyesha Daley, MBA, CPPB
Director of Procurement
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND VAUGHN & MELTON CONSULTING ENGINEERS, INC FOR TWENTY SEVEN THOUSAND DOLLARS AND NO/100 ($27,000.00) FOR ARCHITECTURAL SERVICES AT CENTRAL CITY PARK IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County issued a Request for Quotation for architectural services and design services at Central City Park; and

WHEREAS, the Macon-Bibb County Procurement Department received responsive bids from four (4) firms regarding the request; and

WHEREAS, Vaughn & Melton Consulting Engineers, Inc. based in Kennesaw, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by Vaughn & Melton Consulting Engineers, Inc. for the proposed project was $27,000.00; 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 Vaughn & Melton Consulting Engineers, Inc. in the amount of twenty seven thousand dollars and No/100 ($27,000.00) for architectural and design services at Central City Park to be paid from SPLOST funds, in form to be 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)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

<table>
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<tr>
<th>DATE</th>
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<td>906-07</td>
<td>RFQ 14-003-ND</td>
<td>Architectural Services - Recreation</td>
<td>/S</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ Vendor's Price Proposal
- ☑ RFQ Shortlist

After reviewing all proposals, the committee recommends: ☑ Award as Follows ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDORNAME</th>
<th>LOCATION/AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vaughn &amp; Melton</td>
<td>Central City Park/$27,000.00</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 ☐ 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>
</table>

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☑ N/A

Award Requirements: ☑ HOLD FOR MBCC AWARD ☑ HOLD FOR MBCC ACTION

Details of solicitation process:

Professional Services price proposals received from four (4) responsive and responsible firms. Responses were reviewed by Macon-Bibb County Recreation, SPLOST Coordinator, facilitated by Procurement. Award recommended to low bidder, Vaughn and Melton. Procurement concurs.

I have read the recommendation prepared by the department and agree with their recommendation. ☑ Yes ☐ No

<table>
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<th>DATE</th>
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<td>Procurement Facilitator</td>
<td>Raymond Smith</td>
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<tr>
<td>Mayor</td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

Page 2 of 5
MACON-BIBB COUNTY GOVERNMENT
PRICE PROPOSAL
CENTRAL CITY PARK

General:
The Macon-Bibb County, Georgia government, herein referred to as “Owner”, is accepting Price Proposals from the qualified list of Professional Services to include design, construction document preparation, and construction observation of the following recreation projects.

- Design an Master plan Central City Park

Project Description:

- Master plan Central City Park: Design services from qualified firms to complete a conceptual master plan for a 170 acre community park. The project includes meeting with County staff to master plan a County owned site which currently house seven softball fields, historic baseball stadium, one multipurpose field, several exhibit hall buildings, etc.
- The proposed plan may include the renovation of existing softball fields, adding five multipurpose fields and changing an existing multi-purpose grass field to a synthetic turf field, installation of an outdoor skate park, new destination playground, etc.
- It is considered important that the project present a comfortable setting where visitors can relax, socialize, see and be seen.

Scope of Work

Architectural and Engineering Services

- The scope of the work outlined in this proposal includes necessary surveys, geotechnical investigations, engineering and architectural services.
- Civil engineering services shall include, but are not limited to, engineering site plans that will address water, sewer, drainage, easements, landscaping, hydrological studies, etc. in accordance with the Macon-Bibb County's specifications and Code of Ordinances.

Preliminary Design Services

- Conduct community meetings with key community stakeholders to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct meetings with key recreational and consolidated government staff to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct one community survey
- Provide an allowance for at least two (2) public presentations,
- Refine the project based on preliminary input and submit preliminary reports to the Owner.
- The Respondent and the Owner shall meet as required by the Owner to discuss and evaluate the project status.
Macon-Bibb County Government
Price Proposal
Central City Park

Design Services
- Provide analysis relative to the space plans,
- Provide projected staff level needs to operate the facility
- Provide an allowance for one (1) presentation each before the SPLOST committee and the commission.
- Present progress reviews to the key recreation staff.

Project Management Services
- Attend Pre-bid meetings
- Provide explanation of specifications to contractors
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</tr>
<tr>
<td>Projected completion time</td>
</tr>
</tbody>
</table>

I certify that my proposal includes all costs required to perform these minimum specifications.

Printed Name: David B. Millen

Authorized Signature: David B. Millen Date: 11/12/2014

Company Name: Vaughn & Melton Consulting Engineers, Inc.
NOTICE OF SOLICITATION ACTION

SOLICITATION NUMBER: 14-003-ND
SOLICITATION TITLE: Architectural Services (Recreational Facilities)
SUBMISSION DUE DATE/TIME: March 27, 2014 @ 12:00 Noon

RESPONDENTS: 25

RESULTS: Award recommendation made for the six (6) top-ranked firms listed below. Recommendations pending approval by the Macon Bibb County Commission.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sizemore Group / Jacobs Engineering</td>
<td>Atlanta, GA</td>
</tr>
<tr>
<td>Collins Cooper Carusi Architects</td>
<td>Atlanta, GA</td>
</tr>
<tr>
<td>WMA Architect/Planners</td>
<td>Macon, GA</td>
</tr>
<tr>
<td>Nimrod Long &amp; Associates</td>
<td>Birmingham, AL</td>
</tr>
<tr>
<td>Vaughn &amp; Melton Consulting Engineers</td>
<td>Kennesaw, GA</td>
</tr>
<tr>
<td>Hulsey McCormick &amp; Wallace</td>
<td>Macon, GA</td>
</tr>
</tbody>
</table>

Nyesha Daley, MBA, CPPB
Director of Procurement
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND WMA ARCHITECTS/PLANNERS, INC FOR ONE HUNDRED FIFTY NINE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND NO/100 ($159,395.00) FOR ARCHITECTURAL SERVICES AT THE MEMORIAL PARK COMMUNITY CENTER IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County issued a Request for Quotation for architectural services and design services at the Memorial Park Community Center recreational facility; and

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

WHEREAS, WMA Architects/Planners, Inc. based in Macon, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by WMA Architects/Planners, Inc. for the proposed project was $159,395.00; 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 WMA Architects/Planners, Inc. in the amount one hundred fifty nine thousand three hundred ninety-five dollars and No/100s ($159,395.00) for architectural and design services at the Memorial Park Community Center to be paid from SPLOST funds, in form to be approved by the County Attorney’s Office.

SO RESOLVED this ____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>GL/ACCT CODE</th>
<th>BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/3/14</td>
<td>906-07</td>
<td>RFQ 14-003-ND Architectural Services - Recreation</td>
<td>/S</td>
<td>Nyesha Duley</td>
<td></td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☒ Buyer's Award Recommendation (this form)
- ☒ Vendor's Price Proposal
- ☒ RFQ Shortlist

After reviewing all proposals, the committee recommends: ☒ Award as Follows ☐ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCATION/AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMA Architects</td>
<td>Frank Johnson/$93,350.00</td>
</tr>
<tr>
<td></td>
<td>Memorial Park/$159,395.00</td>
</tr>
<tr>
<td></td>
<td>Rosa Jackson/$261,770.00</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 ☐ N/A

<table>
<thead>
<tr>
<th>REQUIREMENTS AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>All inclusive cost required</td>
<td>Submitted a base price +/- 13% of project budget which would exceed all inclusive cost of selected bidder.</td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☒ N/A

Award Requirements: ☐ HOLD FOR MBCC AWARD ☐ HOLD FOR MBCC ACTION

Details of solicitation process:

Professional Services price proposals received from three (3) responsive and responsible firms (4 for Rosa Jackson). Responses were reviewed by Macon-Bibb County Recreation, SPLOST Coordinator, facilitated by Procurement. The apparent low bidder's price was not inclusive of all associated costs, award recommended to WMA Architects. Procurement concurs.

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>12/3/14</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>12/3/20K</td>
</tr>
<tr>
<td>Mayor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 3.C

MACON-BIBB COUNTY GOVERNMENT
PRICE PROPOSAL
MEMORIAL PARK COMMUNITY CENTER

General:
The Macon-Bibb County, Georgia government, herein referred to as “Owner”, is accepting Price Proposals from the qualified list of Professional Services to include design, construction document preparation, and construction observation of the following recreation projects.
- Expansion of the existing Memorial Park Community Center

Project Description:
- Expansion of the existing Memorial Park Community Center- Expand the existing gymnasium floor plan to include a second regulated basketball/volleyball floor, which may include a running track, fitness, craft, and meeting rooms, kitchen, food court area for vendors and concessionaires, etc.
- Proposal to design the outside facility to include possible spray pad, additional parking, shelters, outdoor basketball court, ball fields, etc.
- It is considered important that the project present a comfortable setting where visitors can relax, socialize, see and be seen.

Scope of Work
Architectural and Engineering Services
- The scope of the work outlined in this proposal includes necessary surveys, geotechnical investigations, engineering and architectural services.
- Civil engineering services shall include, but are not limited to, engineering site plans that will address water, sewer, drainage, easements, landscaping, hydrological studies, etc. in accordance with the Macon-Bibb County’s specifications and Code of Ordinances.

Preliminary Design Services
- Conduct community meetings with key community stakeholders to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct meetings with key recreational and consolidated government staff to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct one community survey
- Provide an allowance for at least two (2) public presentations.
- Refine the project based on preliminary input and submit preliminary reports to the Owner.
- The Respondent and the Owner shall meet as required by the Owner to discuss and evaluate the project status.

Design Services
- Provide analysis relative to the space plans.
- Provide projected staff level needs to operate the facility.
- Provide an allowance for one (1) presentation each before the SPLOST committee and the commission.
- Present progress reviews to the key recreation staff.
M. JON-BIBB COUNTY GOVERNMENT
PRICE PROPOSAL
MEMORIAL PARK COMMUNITY CENTER

Project Management Services
• Attend Pre-bid meetings
• Provide explanation of specifications to contractors
• Develop addendum to bids
• Attend bid openings
• Provide bid response analysis
• Monitor contractor performance
• Review and approve payment requests
• Perform contract close-out and punch-list functions

PRICE PROPOSAL

<table>
<thead>
<tr>
<th>Cost for project listed above</th>
<th>$159,395.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date available to start</td>
<td>11/18/2014</td>
</tr>
<tr>
<td>Projected completion time</td>
<td>161 Calendar days Negotiable</td>
</tr>
</tbody>
</table>

I certify that my proposal includes all costs required to perform these minimum specifications.

Printed Name: Trey Wood, AIA

Authorized Signature: [Signature] Date: 11/12/2014

Company Name: WMA Architects/Planners Inc.
NOTICE OF SOLICITATION ACTION

SOLICITATION NUMBER: 14-003-NID
SOLICITATION TITLE: Architectural Services (Recreational Facilities)
SUBMISSION DUE DATE/TIME: March 27, 2014 @ 12:00 Noon

RESPONDENTS: 25

RESULTS: Award recommendation made for the six (6) top-ranked firms listed below. Recommendations pending approval by the Macon Bibb County Commission.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Hulsey McCormick &amp; Wallace</td>
<td>Macon, GA</td>
</tr>
</tbody>
</table>

Nyesha Daley, MBA, CPPB
Director of Procurement

Page 5 of 5
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFORD BUILDERS & CONSULTANTS, INC. IN THE AMOUNT OF NINE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 ($993,550.00) FOR JOHN DREW SMITH TENNIS CENTER CONSTRUCTION, IN FORM TO BE APPROVED BY THE COUNTY ATTORNEYS OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, on or about August 22, 2014, Macon-Bibb County issued an invitation for sealed bids regarding John Drew Smith Tennis Center construction; and

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

WHEREAS, Stafford Builders & Consultants, Inc. based in Macon, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by Stafford Builders & Consultants, Inc. for the proposed project was $993,550.00; 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 Stafford Builders & Consultants, Inc. in the amount of nine hundred ninety-three thousand five hundred fifty dollars and 00/100 ($993,550.00) for John Drew Smith Tennis Center construction, in form to be approved by the County Attorney’s Office.

SO RESOLVED this ___ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: _________________________

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY ORDER</th>
<th>PROJECT</th>
<th>GR ACCT CODE / BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/29/14</td>
<td>909-22 910-65</td>
<td>John Drew Smith Tennis Center Construction</td>
<td>Nyesha Daley</td>
<td></td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

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

After reviewing all proposals, the committee recommends: [ ] Award as Follows [ ] Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stafford Construction</td>
<td>$993,550.00</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

<table>
<thead>
<tr>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Details of solicitation process:

Invitation for Bids (IFB) # 15-014-ND was issued on August 22, 2014. The bid was emailed to eleven (11) known suppliers, posted to the Macon-Bibb Procurement webpage and the Georgia Procurement Registry (GPR). Notification report from GPR showed 1077 vendors (including 229 African American, 17 Asian American, 20 Native American, 37 Hispanic/Latino). Three (3) responses were received on the published due date, September 25, 2014. Bid were reviewed for responsiveness and routed to architect and user department on October 3, 2014 for review for compliance with specifications. Recommendation for award to the low responsive and responsible bidder, Stafford Construction (a local minority owned business) was received on October 29, 2014. Procurement concurs with the recommendation.

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>10/29/2014</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>10/29/2014</td>
</tr>
<tr>
<td>Mayor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 2 of 16
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(To be completed by the Department Head)

TO: Dale "Doc" Dougherty
FROM: Doreen Eidmann/Nyesha Daley

Attached is the tabulation and copies of bids received for items/services requisitioned by your department. Please complete this form and return it to the buyer named above in order that the award process may continue. Incomplete forms will be returned.

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/25/2014</td>
<td>15-014-ND</td>
<td>John Drew Tennis Center Construction</td>
<td>Recreation</td>
<td></td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend:  
☑ Award as follows  ☐ Reject all Bids, Revise Specs and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFFORD CONSTRUCTION</td>
<td></td>
</tr>
</tbody>
</table>

If recommending other than the lowest bidder please answer the following:
Did the low bidder meet the requirements of the bid?  
☐ Yes  ☐ No (explain below)

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply):  
☐ Over budget  ☐ None Meet Specifications  ☐ Other

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

NAME: Doc Dougherty  
TITLE: Dir of Parks & Rec

SIGNATURE:  
DATE: 10-29-14
BID FORM

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

DATE: 09/25/2014

Re: John Drew Smith Tennis Center Construction
Macon-Bibb County Recreation Department
Bibb County, Georgia

Dear Ms. Daley:

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

2. ADDENDUM RECEIPT:

   a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.

   b. Bidder acknowledges receipt of the following addenda:

      Addendum No. 1 Dated 9 Sept 2014
      Addendum No. 2 Dated 18 Sept 2014
      Addendum No. 3 Dated 19 Sept 2014

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

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

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

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

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

Page 9 of 16
8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

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

**BID FOR**

**JOHN DREW SMITH TENNIS CENTER**

**CONSTRUCTION**

**BID SCHEDULE**

<table>
<thead>
<tr>
<th>Total Bid Price</th>
<th>$1,072,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date available to start</td>
<td>10/01/2014</td>
</tr>
<tr>
<td>Time required for completion</td>
<td>224 Calendar days</td>
</tr>
</tbody>
</table>

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

Respectfully Submitted,

Authorized Signature: [Signature]

Dated: 25 Sept 2014

Typed Name: Shawn Stafford

Title: President
**BIDDER INFORMATION**

Company Name: Stafford Builders & Consultants, Inc

Company Address: 2960 Napier Avenue

Authorized By (typed or printed name): Shawn Stafford

Title: President

Authorized Signature: Date: 09/25/2014

Telephone Number: 478-738-9770

Fax Number: 478-738-0445

Email Address: donald@staffordbcn.com; kesia@staffordbcn.com

---

**REMITTANCE INFORMATION (where payments should be sent)**

Remit to Name: Stafford Builders & Consultants, Inc - Shawnda Chaney

Remit to Address: 2960 Napier Avenue

City: Macon  State: GA  Zip: 31204  County: Bibb

Phone: 478-738-9770  Fax: 478-738-0445  Toll Free: n/a

Contact: Shawnda Chaney  Email: shawnda@staffordbcn.com

Tax ID: □ SSN  □ Federal Tax ID 58-2512400

Business Type:  □ Individual  ✔ Business  □ Misc.

---

**PURCHASE ORDER INFORMATION (where purchase orders should be sent)**

Purchase Order Name: Stafford Bldrs/Consultants, Inc.

Purchase Order Address: 2960 Napier Avenue

City: Macon  State: GA  Zip: 31204  County: Bibb

Phone: 478-738-9770  Fax: 478-738-0445  Toll Free: n/a

Contact: Donald Snyder or Kesia Stafford  Email: donald@staffordbcn.com or kesia@staffordbcn.com

Payment Terms: Discount:  □  %  No. Days:  □  Net Due:  □ 30 days

Freight Terms: Ship Via: n/a  FOB: n/a

---

**MBE/DBE/WBE STATUS (check appropriate box(es))**

✔ African American  □ Hispanic  □ Native American  □ Asian American

□ Disabled  □ Veteran  □ Woman-Owned  □ Not-Applicable
BIDDER QUALIFICATION FORM

Company Name: Stafford Builders & Consultants, Inc.
Address: 2960 Napier Avenue Macon, GA 31204
When Organized: 2000 Where Incorporated: State of Georgia
How many years have you engaged in business under the present firm name? 15 years
Credit available for this contract? $250,000.00
Contracts now in hand? $10M
Has bidder ever refused to execute a contract at the original bid amount? no
Has bidder ever been declared in default on a contract? no
Comments:

Company Name: Stafford Builders & Consultants, Inc.
Authorized By (typed name): Shawn Stafford
Authorized Signature:
Title: President Date: 09/25/2014

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

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third Neighborhood/ 02/2012</td>
<td>Macon, GA</td>
<td>Cass Hatcher</td>
<td>478-803-7753</td>
</tr>
<tr>
<td>Tindall Heights/ 08/2014</td>
<td>Macon, GA</td>
<td>Bob Brown (Will)</td>
<td>478-742-1208</td>
</tr>
<tr>
<td>Community C.O.G./07/2014</td>
<td>Macon, GA</td>
<td>Brenda McGinn</td>
<td>770-403-3675</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
25th DAY OF September 2014
Wykesia Q. Stafford
Notary Public

My Commission Expires: Dec 28, 2014
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

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

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

[Signature]
Wykelas O Stafford

Notary Public
LIST OF SUB-CONTRACTORS

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

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will supply list upon award of contract</td>
<td></td>
</tr>
</tbody>
</table>

Stafford Builders & Consultants, Inc

Contractor Name
BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

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

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will supply list upon award of contract</td>
<td></td>
</tr>
</tbody>
</table>

________________________
Stafford Builders & Consultants, Inc.

Contractor

Name

Page 15 of 16

Page 11 of 16
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: 15-014-ND John Drew Smith Tennis Center Construction

Name of Contracting Entity: Macon-Bibb County Procurement Department

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

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

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

490662
EEVIE-Verify User Identification Number

By: Authorized Officer or Agent
(Name of Person or Entity)
Corporate Secretary
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
25th DAY OF September, 2014

Wykesia Q Stafford
(Notary Public)

January 17, 2012
Date of Authorization
25 September 2014
Date
Shawnda S. Chaney
Printed Name of Authorized Officer or Agent

My Commission Expires: Dec 28, 2014

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 89-963.
PARTICULARS

1.1 THE FOLLOWING IS THE LIST OF ALTERNATIVES REFERENCED IN THE BID SUBMITTED BY: Shawn Stafford, President

Stafford Builders & Consultants, Inc.

1.2 (BIDDER)

1.3 TO (OWNER) MACON-BIBB COUNTY CONSOLIDATED GOVERNMENT

1.4 DATED September 25, 2014 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATIVES LIST

2.1 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

2.2 ALTERNATIVE # 1: (ADD) (DEDUCT) $18,000.00

2.3 ALTERNATIVE # 2: (ADD) (DEDUCT) $45,150.00

2.4 ALTERNATIVE # 3: (ADD) (DEDUCT) $15,300.00

END OF SUPPLEMENT C

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

[Signature]
Procurement Facilitator

[Signature]
Witness

MBS Architects
MBS Project No. 13.990
© MMXIV, MBS Inc.

John Drew Smith Tennis Center
3280 North Ingle Place
Macon, Georgia

Page 13 of 16
ATTACHMENT 3.D

Section 01 2300 - ALTERNATES

PART 1 GENERAL

1.1 SECTION INCLUDES
   A. Description of alternates.
   B. Procedures for pricing alternates.
   C. Documentation of changes to Contract Sum and Contract Time.

1.2 RELATED REQUIREMENTS
   A. Document 00 4323 - Alternates Form: List of alternatives as supplement to Bid Form.

1.3 ACCEPTANCE OF ALTERNATES
   A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
   B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.4 SCHEDULE OF ALTERNATES
   A. Alternate No. 1 - $16,000.00 OMIT requirement to re-roof existing portion of facility that is to remain. The existing roofing will require modification to allow new construction to be flashed in as indicated on the drawings. However, the existing roofing will otherwise remain in place so that re-roofing can be accomplished at a later date.
   B. Alternate No. 2 - $45,000.00 OMIT new elevator. Intent is that all work remains in contract relative to the construction of the elevator pit, sump, and shaft. Electrical circuits, plumbing work, and all other support work shall be provided as if the elevator were being installed. Only the work specified within Section 14 3010 should be omitted. The two existing openings should be closed with drywall and metal stud construction so that the fire rating of the shaft is not compromised. Omit the "W-2" finish indicated on 1/A204 and provide painted drywall in lieu thereof.
   C. Alternate No. 3 - $75,300 OMIT fabric sails and associated support structure. Omit fabric sails described at top left of Drawing A106. At Column Line 1, terminate steel tube columns at second floor. At Column Line 2, terminate steel tube columns 2-C and 2-D at second floor. At remaining columns on Line 2, terminate steel tube columns at 21'-1". At area bounded by Columns 2B, 2A, and 4A and at area bounded by Columns 2E, 2F, and 4F, provide all beams indicated with top of steel at 21'-1".
      1. Intent is that all steel that is provided solely to support fabric sails be omitted by this alternate should it be accepted by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2300
Bid Bond

CONTRACTOR:
(Name, legal status and address)
Stafford Builders & Consultants, Inc.
2960 Napier Avenue, Suite B
Macon, GA 31204

SURETY:
(Name, legal status and principal place of business)
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

OWNER:
(Name, legal status and address)
Macon-Bibb County Procurement Department
682 Cherry Street, Suite 800
Government Annex- Macon, GA 31201

BOND AMOUNT: $ Five Percent (5%) of the Bid Amount

PROJECT:
(Name, location or address, and Project number; if any)
John Drew Smith Tennis Center Construction

Bid Number 15-014-ND

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such...
statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of September, 2014

[Signatures]

Stafford Builders & Consultants, Inc.

(Contractor as Principal) (Seal)

Shawn Hat

(Title) Shawn Atwood, President

North American Specialty Insurance Company

(Surety) (Seal)

(Title) Daniel Yates, Attorney-in-fact
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND WMA ARCHITECTS/PLANNERS, INC FOR TWO HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND NO/100 ($261,770.00) FOR ARCHITECTURAL SERVICES AT THE ROSA JACKSON COMMUNITY CENTER IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County issued a Request for Quotation for architectural services and design services at the Rosa Jackson Community Center recreational facility; and

WHEREAS, the Macon-Bibb County Procurement Department received responsive bids from four (4) firms regarding the request; and

WHEREAS, WMA Architects/Planners, Inc. based in Macon, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by WMA Architects/Planners, Inc. for the proposed project was $261,770.00; 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 WMA Architects/Planners, Inc. in the amount of two hundred sixty one thousand seven hundred seventy dollars and No/100s ($261,770.00) for architectural and design services at the Rosa Jackson Community Center to be paid from SPLOST funds, in form to be approved by the County Attorney's Office.

SO RESOLVED this ____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
Macon-Bibb County Government
Price Proposal
Rosa Jackson Community Center

General:
The Macon-Bibb County, Georgia government, herein referred to as “Owner”, is accepting Price Proposals from the qualified list of Professional Services to include design, construction document preparation, and construction observation of the following recreation projects.

- Expansion of the existing Rosa Jackson Community Center

Project Description:

- Expansion of the existing Rosa Jackson Community Center - Expand the existing gymnasium floor plan to include a second regulated basketball/volleyball floor, which may include a running track, fitness, craft, and meeting rooms, kitchen, food court area for vendors and concessionaires, etc.
- Proposal to design the outside facility to include possible spray pad, additional parking, shelters, outdoor basketball court, ball fields, etc.
- It is considered important that the project present a comfortable setting where visitors can relax, socialize, see and be seen.

Scope of Work
Architectural and Engineering Services

- The scope of the work outlined in this proposal includes necessary surveys, geotechnical investigations, engineering and architectural services.
- Civil engineering services shall include, but are not limited to, engineering site plans that will address water, sewer, drainage, easements, landscaping, hydrological studies, etc. in accordance with the Macon-Bibb County’s specifications and Code of Ordinances.

Preliminary Design Services

- Conduct community meetings with key community stakeholders to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct meetings with key recreational and consolidated government staff to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
- Conduct one community survey
- Provide an allowance for at least two (2) public presentations.
- Refine the project based on preliminary input and submit preliminary reports to the Owner.
- The Respondent and the Owner shall meet as required by the Owner to discuss and evaluate the project status.

Design Services

- Provide analysis relative to the space plans.
- Provide projected staff level needs to operate the facility
- Provide an allowance for one (1) presentation each before the SPLOST committee and the commission.
- Present progress reviews to the key recreation staff.

Page 2 of 5
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY / DESC.</th>
<th>PROJECT</th>
<th>GP ACC. CODE / BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/3/14</td>
<td>906-07</td>
<td>RFQ 14-003-ND Architectural Services - Recreation</td>
<td>/$</td>
<td>Nyesha Daley</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ Vendor's Price Proposal
- ☑ RFQ Shortlist

After reviewing all proposals, the committee recommends: ☑ Award as Follows □ Reject all proposals, Re-solicit

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCATION / AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMA Architects</td>
<td>Frank Johnson/$93,330.00</td>
</tr>
<tr>
<td></td>
<td>Memorial Park/$159,395.00</td>
</tr>
<tr>
<td></td>
<td>Rosa Jackson/$261,770.00</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 □ 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>All inclusive cost required</td>
<td>Submitted a base price +/- 13% of project budget which would exceed all inclusive cost of selected bidder.</td>
</tr>
</tbody>
</table>

Indicate why proposal should be rejected: □ Over budget □ No One Meets Specifications □ Other ☑ N/A

Award Requirements: □ HOLD FOR MBCC AWARD □ HOLD FOR MBCC ACTION

Details of solicitation process:
Professional Services price proposals received from three (3) responsive and responsible firms (4 for Rosa Jackson). Responses were reviewed by Macon-Bibb County Recreation, SPLOST Coordinator, facilitated by Procurement. The apparent low bidder's price was not inclusive of all associated costs, award recommended to WMA Architects. Procurement concurs.

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>12/3/14</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>12/3/2012</td>
</tr>
<tr>
<td>Mayor</td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

Page 3 of 5
Project Management Services
- Attend Pre-bid meetings
- Provide explanation of specifications to contractors
- Develop addendum to bids
- Attend bid openings
- Provide bid response analysis
- Monitor contractor performance
- Review and approve payment requests
- Perform contract close-out and punch-list functions

<p>| | |</p>
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<tr>
<th></th>
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</tr>
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<tbody>
<tr>
<td><strong>PRICE PROPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>Cost for project listed above</td>
<td>$261,770.00</td>
</tr>
<tr>
<td>Date available to start</td>
<td>11/18/2014</td>
</tr>
<tr>
<td>Projected completion time</td>
<td>182 Calendar days Negotiable</td>
</tr>
</tbody>
</table>

I certify that my proposal includes all costs required to perform these minimum specifications.

Printed Name: Trey Wood, AIA

Authorized Signature: [Signature] Date: 11/12/2014

Company Name: WMA Architects/Planners' Inc.
NOTICE OF SOLICITATION ACTION

SOLICITATION NUMBER: 14-003-ND
SOLICITATION TITLE: Architectural Services (Recreational Facilities)
SUBMISSION DUE DATE/TIME: March 27, 2014 @ 12:00 Noon

RESPONDENTS: 25

RESULTS: Award recommendation made for the six (6) top-ranked firms listed below. Recommendations pending approval by the Macon Bibb County Commission.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sizemore Group / Jacobs Engineering</td>
<td>Atlanta, GA</td>
</tr>
<tr>
<td>Collins Cooper Carusi Architects</td>
<td>Atlanta, GA</td>
</tr>
<tr>
<td>WMA Architect/Planners</td>
<td>Macon, GA</td>
</tr>
<tr>
<td>Nimrod Long &amp; Associates</td>
<td>Birmingham, AL</td>
</tr>
<tr>
<td>Vaughn &amp; Melton Consulting Engineers</td>
<td>Kennesaw, GA</td>
</tr>
<tr>
<td>Hulsey McCormick &amp; Wallace</td>
<td>Macon, GA</td>
</tr>
</tbody>
</table>

Nyasha Daley, MBA, CPPB
Director of Procurement

Page 5 of 5
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN MACON-BIBB COUNTY AND SIZEMORE GROUP, LLC FOR ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND NO/100 ($170,365.00) FOR ARCHITECTURAL SERVICES AT THE GILEAD-BLOOMFIELD COMPLEX IN MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County issued a Request for Quotation for architectural services and design services at the Gilead-Bloomfield Complex recreational facility; and

WHEREAS, the Macon-Bibb County Procurement Department received responsive bids from two (2) firms regarding the request; and

WHEREAS, Sizemore Group, LLC based Atlanta, Georgia, submitted the lowest bid for the proposed project; and

WHEREAS, the bid submitted by Sizemore Group, LLC for the proposed project was $170,365.00; 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 Sizemore Group, LLC in the amount of one hundred seventy thousand three hundred sixty-five dollars and No/100 ($170,365.00) for architectural and design services at the Gilead-Bloomfield Complex to be paid from SPLOST funds, in form to be approved by the County Attorney's Office.

SO RESOLVED this _____ day of ______________________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

________________________
SHEILA THURMOND, CLERK OF COMMISSION

(SBAL)
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

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<td>RFQ 14-003-ND Architectural Services - Recreation</td>
<td>/S</td>
<td>Nyesha Daley</td>
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The following documents are included with this recommendation:

- ☑ Buyer's Award Recommendation (this form)
- ☑ Vendor's Price Proposal
- ☑ RFQ Short List

After reviewing all proposals, the committee recommends: ☑ Award as follows ☑ Reject all proposals, Re-solicit

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<tbody>
<tr>
<td>Sizemore Group</td>
<td>Bloomfield/Gilead/$170,365.00</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 ☑ N/A

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<td>All Inclusive cost required</td>
<td>Submitted a base price ±/− 13% of project budget which would exceed all inclusive cost of selected bidder.</td>
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Indicate why proposal should be rejected: ☑ Over budget ☑ No One Meets Specifications ☑ Other ☑ N/A

Award Requirements: ☑ HOLD FOR MBCC AWARD ☑ HOLD FOR MBCC ACTION

Details of solicitation process:

Professional Services price proposals received from two (2) responsive and responsible firms.
Responses were reviewed by Macon-Bibb County Recreation, SPLOST Coordinator, facilitated by Procurement. The apparent low bidder's price was not inclusive of all associated costs, award recommended to Sizemore Group. Procurement concurs.

I have read the recommendation prepared by the department and agree with their recommendation. ☑ Yes ☑ No

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<td>12/3/14</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>12/3/2014</td>
</tr>
<tr>
<td>Mayor</td>
<td>[Signature]</td>
<td>12/3/2014</td>
</tr>
</tbody>
</table>
November 12, 2014

MACON-BIBB COUNTY PROCUREMENT DEPT.
682 Cherry Street
Suite 800
Macon, GA 32201
Attn: Nyesha Daley

RE: RFQ 14-003-ND
   Architectural Services (Recreational Facilities)
   Price Proposal Clarification
   Gilead-Bloomfield Complex

Dear Nyesha:

We appreciate the opportunity to offer our services to Macon-Bibb County. Attached is our Price Proposal form as requested. Please accept this letter as a clarification of our Price Proposal for the Gilead-Bloomfield Complex. Our fee includes Programming, Master Planning, Architectural and Engineering Construction Documents, Bld Administration and Contract Administration services. Based upon the lack of feedback regarding what building and site information may already be existing, we have excluded the following services from our fee proposal to keep our fees as low as possible for the County. Fees for these additional services are to be negotiated if needed:

- Measurement of Existing Conditions
- Boundary & Topographic Surveying of Existing Site
- Private Utility Locating
- Recordable Plat (including prints, TIFF file and P&Z fee)
- Specially Lab Consultant

Please also note that the completion time provided on the Price Proposal form represents the total calendar days that we anticipate will be required to provide programming and produce the construction documents. It does not include the schedule for bidding and contract administration since we do not control the timing of those services.

Please contact me should you have any comments or questions regarding this information. We thank you again for the opportunity to serve Macon-Bibb County and look forward to working with you on this project.

Sincerely,

SIZEMORE GROUP

[Signature]

Bruce E. Morris, AIA
Senior Project Manager
MACON-BIBB COUNTY GOVERNMENT
PRICE PROPOSAL
GILEAD/BLOOMFIELD COMPLEX

General:
The Macon-Bibb County, Georgia government, herein referred to as “Owner”, is accepting Price Proposals from the qualified list of Professional Services to include design, construction document preparation, and construction observation of the following recreation projects.
  
  • Design performing art center for the existing church
  • Design an afterschool enrichment center to include a STEM laboratory concept.
  • Renovate the existing athletic facility to include fitness rooms, staff rooms, meeting space, etc.
  • Design an outdoor athletic complex to included multi-purpose fields, renovating existing baseball fields, additional parking, etc.

Project Description:

  • Master plan the existing Gilead site to the new Bloomfield to include the following:
    1. Redesign the existing church to become a performing art center to include a recital room, dance classrooms, performing art rooms, clay rooms, etc. Also, renovate the existing sanctuary into an auditorium for performing art activities.
    2. Redesign the existing middle school building and science building to an afterschool enrichment center to include a STEM laboratory concept. (working with PITSOCO Corp to develop and design the building to meet the codes and standards of the different workstations)
    3. Renovate the existing gymnasium to included opportunities for fitness training, staff offices, and meeting room, renovate the existing kitchen, etc.
  
  • Redesign existing outdoor athletic fields to included multi-purpose fields, renovating existing baseball fields, additional parking, etc.

  • It is considered important that the project present a comfortable setting where visitors can relax, socialize, see and be seen.

Scope of Work
Architectural and Engineering Services

  • The scope of the work outlined in this proposal includes necessary surveys, geotechnical investigations, engineering and architectural services.

  • Civil engineering services shall include, but are not limited to, engineering site plans that will address water, sewer, drainage, easements, landscaping, hydrological studies, etc. in accordance with the Macon-Bibb County’s specifications and Code of Ordinances.

Preliminary Design Services

  • Conduct community meetings with key community stakeholders to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
  • Conduct meetings with key recreational and consolidated government staff to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements. (Minimum 3 meetings)
  • Conduct one community survey
  • Provide an allowance for at least two (2) public presentations.
  • Refine the project based on preliminary input and submit preliminary reports to the Owner.
MACON-BIBB COUNTY GOVERNMENT
PRICE PROPOSAL
GILEAD/BLOOMFIELD COMPLEX

- The Respondent and the Owner shall meet as required by the Owner to discuss and evaluate the project status.

**Design Services**
- Provide analysis relative to the space plans.
- Provide projected staff level needs to operate the facility
- Provide an allowance for one (1) presentation each before the SPLOST committee and the commission.
- Present progress reviews to the key recreation staff.

**Project Management Services**
- Attend Pre-bid meetings
- Provide explanation of specifications to contractors
- Develop addendum to bids
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### PRICE PROPOSAL

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Cost for project listed above</td>
<td>$170,136.50</td>
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<tr>
<td>Date available to start</td>
<td>11/11/2014</td>
</tr>
<tr>
<td>Projected completion time</td>
<td>150 Calendar days</td>
</tr>
</tbody>
</table>

I certify that my proposal includes all costs required to perform these minimum specifications.

Printed Name: THOMAS M. SOTILE, AIA

Authorized Signature: [Signature]
Date: 10/30/14

Company Name: FIREMORE GROUP, LLC
NOTICE OF SOLICITATION ACTION

SOLICITATION NUMBER: 14-003-ND
SOLICITATION TITLE: Architectural Services (Recreational Facilities)
SUBMISSION DUE DATE/TIME: March 27, 2014 @ 12:00 Noon

RESPONDENTS: 25

RESULTS: Award recommendation made for the six (6) top-ranked firms listed below. Recommendations pending approval by the Macon Bibb County Commission.

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<th>Location</th>
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<td>WMA Architect/Planners</td>
<td>Macon, GA</td>
</tr>
<tr>
<td>Nimrod Long &amp; Associates</td>
<td>Birmingham, AL</td>
</tr>
<tr>
<td>Vaughn &amp; Melton Consulting Engineers</td>
<td>Kennesaw, GA</td>
</tr>
<tr>
<td>Hulsey McCormick &amp; Wallace</td>
<td>Macon, GA</td>
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</tbody>
</table>

Nyesha Daley, MBA, CPPB
Director of Procurement
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $20,000 FROM FUND BALANCE TO THE SUPERIOR COURT CLERK’S OFFICE FOR INFORMATION TECHNOLOGY EXPENSES RELATED TO SYSTEM MAINTENANCE AND REPAIR; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Commission did by ordinance on the 30th of June, 2014, adopt a budget for the operation of the Functions of Macon-Bibb County for Fiscal Year 2015, said ordinance having become effective July 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, Erica Woodford, Clerk of Superior Court, has requested the allocation of $20,000 from fund balance to the Superior Court Clerk’s Office for Information Technology (IT) expenses related to system maintenance and repair.

BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby, so ordained by the authority of the same that $20,000 be appropriated from fund balance to the Superior Court Clerk’s Office for Information Technology (IT) expenses related to system maintenance and repair.

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

SO ORDAINED this __________ day of ______________, 2014.

Robert A.B. Reichert, Mayor

Shelia Thurmond, Clerk of Commission
Tuesday, December 9, 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 November 25, 2014
Meeting: Dec 9, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
11-25-2014-1.pdf (369 KB)

2. CREATING 501(C)(3) NON-PROFIT CORPORATIONS

Subject: A. A Resolution Endorsing The Creation Of A 501(C)(3) Non-Profit Corporation To Replace The Existing Sister Cities Commission For The Purpose Of Fundraising For And Supporting Sister Cities Activities In Macon-Bibb County and Authorizing The County Attorney's Office To Assist In The Establishment of Said Non-Profit Corporation
Meeting: Dec 9, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. CREATING 501(C)(3) NON-PROFIT CORPORATIONS
Access: Public
Type: Action

File Attachments

Subject: B. A Resolution Endorsing the Creation Of A 501(C)(3) Non-Profit Organization To Replace The Existing Fort Hawkins Commission And Authorizing the County Attorney's Office To Assist In The Establishment of Said Non-Profit Corporation
3. DAISY PARK

Subject  
A. Presentation on Daisy Park Improvements

Meeting  
Dec 9, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category  
3. DAISY PARK

Access  
Public

Type  

4. SENIOR CITIZENS CENTER

Subject  
A. Update

Meeting  
Dec 9, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category  
4. SENIOR CITIZENS CENTER

Access  
Public

Type  
Discussion

5. TATTNALL SQUARE PARK

Subject  
A. Tattnall Square Park Fountain Update

Meeting  
Dec 9, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category  
5. TATTNALL SQUARE PARK

Access  
Public

Type  
Information

6. BLIGHT UPDATE
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

November 25, 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 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  
Shelia Thurmond, Clerk of Commission  
Janice Ross, Training and Events Coordinator  
Chris Floore, Asst. to County Manager  
Jean Howard, Asst. Clerk of the Commission  
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  
Doc Dougherty, Director of Recreation  
Sheriff David Davis  
David Montford, Chief of Staff, Sheriff Department  
Crystal Jones, Sr. Assistant County Attorney  
Reginald McClendon, Assistant County Attorney

COMMITTEE MEMBER ABSENT  
Commissioner Ed DeFore

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

VISITORS/GUESTS:  
Andy Welsh

1. Approval of Minutes from meeting on October 28, 2014

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, and Watkins voting in the affirmative, the minutes of October 28, 2014 were approved.

2. Appointments to Boards, Commissions and Authorities

A. Appointment to Dr. Martin Luther King, Jr. Commission
ACTION

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, and Schlesinger voting in the affirmative, the resolution to appoint Dominique Johnson to fill a vacant seat on the Dr. Martin Luther King, Jr. Commission was approved.

B. Appointment of Superintendent or His Designee to the Dr. Martin Luther King, Jr., Commission

ACTION

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

C. Reappointment to the Dr. Martin Luther King, Jr., Commission

ACTION

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioner Watkins and Schlesinger voting in the affirmative, the resolution reappointing Mike Gardner and Reverend Evans Brown to the Dr. Martin Luther King, Jr. Commission was approved.

3. Riverside Drive Project

Mr. Andy Welsh addressed the update on the Riverside Drive Environmental Remediation Project. He stated that he had recently met with the EPA to discuss the plans to study the soil samples at the site. He continued that if the right testing is done, the probability of the EPA signing off on a plan to build on the site would increase. He stated that GEC would soon conduct the survey with results due by the end of March or early April. He stated that it is important to remember that after testing the site at 12 to 15 feet, if contamination is found, the County would have 30 days to take corrective action. Mr. Welsh agreed to meet again with the Commissioners along with Tom Driver from GEC as soon as the results have been received.

4. Senior Citizens Center Update

Dale "Doc" Dougherty updated the Commissioners on the Gilead Property and the fact that this would be an ideal location for the new Senior Citizens Center. Doc suggested that the Center be named the JOY Center which stands for "Just Older Youth." The facility would have the opportunity to continue as a recreation center for youth, with some construction, would be a good location for the Senior Citizens Center. It was the consensus of the Committee to have plans developed, get some cost estimates and make sure the seniors were informed of the plans. Once this has been achieved, the Administration will report back to the Committee on its findings.
5. Freedom Park Swimming Pool

Commissioner Schlesinger stated that he believes the community would like a swimming pool rather than a splash pad and would like to see some cost estimates brought to the next Committee meeting.

Mayor Reichert announced that a special called meeting will be held on Monday, December 1st at 10:00 a.m. for the purpose of approving TAD Bonds.

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

Sheila Thurmond, CCC
Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ENDORSING THE
CREATION OF A 501(C)(3) NON-PROFIT CORPORATION TO REPLACE THE
EXISTING SISTER CITIES COMMISSION FOR THE PURPOSE OF FUNDRAISING
FOR AND SUPPORTING SISTER CITIES ACTIVITIES IN MACON-BIBB COUNTY
AND AUTHORIZING THE COUNTY ATTORNEY'S OFFICE TO ASSIST IN THE
ESTABLISHMENT OF SAID NON-PROFIT CORPORATION; AND FOR OTHER
PURPOSES.

WHEREAS, since World War II various People-to-People programs, such as Sister
Cities, have undertaken to fulfill Dwight D. Eisenhower's vision of mitigating global conflict by
bringing people closer together; and

WHEREAS, Sister City partnerships develop and support intercultural relations between
the cities and promote cultural appreciation; and

WHEREAS, Sister City partnerships foster friendships between people from different
cultures and provide opportunities for both youth and adults to enjoy homestays; and

WHEREAS, the Sister City partnerships have enhanced business relationships, such as
with Kumho Tire and YKK, and may provide additional development business opportunities for
Macon-Bibb County; and

WHEREAS, citizens of Macon-Bibb County have participated in cultural exchanges
with our Sister Cities around the world; and

WHEREAS, the existing Sister Cities Commission has requested and believes that a
501(c)(3) non-profit corporation would be better equipped to raise funds for and offer support for
local Sister Cities initiatives, and would better allow Macon-Bibb County to reciprocate the
hospitality it has received and to showcase Macon-Bibb County's culture and history to visitors.
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 endorses the creation of a 501(c)(3) non-profit corporation to replace the existing Sister Cities Commission for the purpose of fundraising and supporting Sister Cities' activities in Macon-Bibb County.

BE IT FURTHER RESOLVED that the County Attorney's office is authorized to assist in establishing said non-profit corporation.

SO RESOLVED this ____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: SHELIA THURMOND, CLERK OF COMMISSION

(SHIAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ENDORSING THE CREATION OF A 501(C)(3) NON-PROFIT ORGANIZATION TO REPLACE THE EXISTING FORT HAWKINS COMMISSION AND AUTHORIZING THE COUNTY ATTORNEY’S OFFICE TO ASSIST IN THE ESTABLISHMENT OF SAID NON-PROFIT CORPORATION; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Code of Ordinances currently provides for a twelve (12) member Fort Hawkins Commission charged with promoting and managing the restoration of Fort Hawkins as it was originally constructed, including the site, buildings and other facilities; and

WHEREAS, the existing Fort Hawkins Commission has requested and believes that a 501(c)(3) non-profit organization would be better equipped to raise funds for and offer support for Fort Hawkins; and

WHEREAS, NewTown Macon, Inc. has agreed to commit up to $1,500 of its own resources towards satisfying direct expenses for legal and regulatory costs for establishing a Fort Hawkins 501(c)(3) non-profit organization; and

WHEREAS, the newly created Fort Hawkins 501(c)(3) organization would continue to operate Fort Hawkins and the visitors’ center on a contract basis with responsibility for all salaries and utilities.

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 endorses the creation of a 501(c)(3) non-profit organization to replace the existing Fort Hawkins Commission for the purpose of fundraising and supporting the operation of Fort Hawkins and the visitors’ center.

BE IT FURTHER RESOLVED that the County Attorney’s office is authorized to assist in establishing said non-profit corporation.

SO RESOLVED this __________ day of ______________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

________________________________
ATTEST: SHELIA THURMOND, CLERK OF COMMISSION

(S seal)
Tuesday, December 9, 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 November 25, 2014
Meeting: Dec 9, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
11-25-2014.pdf (374 KB)

2. RENAMING GYM IN HONOR OF DELORES A BROOKS

Subject: A. A Resolution To Rename The Gymnasium Located At The Rosa Jackson Center In Honor of Delores A. Brooks
Meeting: Dec 9, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 2. RENAMING GYM IN HONOR OF DELORES A BROOKS
Access: Public
Type: Action

File Attachments
12-9-2014 - Res Rename Rosa Jackson Center.pdf (538 KB)
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

November 25, 2014

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

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

OTHERS PRESENT:
Mayor Robert A. B. 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
Sheila Thurmond, Clerk of the Commission
Chris Floore, Asst. to the County Manager
Dave Fortson, Director of Engineering
Reggie McClendon, Assistant County Attorney
Steve Layson, Assistant County Manager
Charles Coney, Assistant County Manager
Dale Walker, County Manager
Sheriff David Davis
David Montford, Chief of Staff, Sheriff's Office
Crystal Jones, Sr. Assistant County Attorney

COMMITTEE MEMBER ABSENT:
Commissioner Ed DeFore

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

VISITORS/GUESTS:
Ms. Hill, Manna Ministries
Brittney Childs, Industrial Authority

1. Approval of Minutes from the October 28, 2014 meeting

ACTION:

On motion of Commissioner Jones, seconded by Commissioner Shepherd and carried unanimously with Commissioners Tillman and Bechtel voting in the affirmative, the minutes of the October 28, 2014 meeting were approved.

2. Agreement on Water Distribution System near Level Acres Drive.

ACTION:

On motion of Commissioner Jones, seconded by Commissioner Bechtel and carried unanimously with Commissioners Tillman, and Shepherd voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with LaKay Enterprises, Inc. to provide services on a water distribution system near Level Acres Drive was approved.
3. Donation of Greenspace between East Buford Road and West Buford Road for Passive Park.

Mayor Reichert stated that he had been contacted by the ten owners of the parcel between East Buford Road and West Buford Road, who wanted to donate the property to the County. There are some erosion problems, and some problems with dumping have occurred. The parcel is not a buildable lot. The owners of the property would like to name the passive park, "Randall Heights Park", after a family member.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel and Tillman voting in the affirmative, the 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 was approved.*

4. Roundabout at State Route 11/49 and US 41 at Liberty Church Road

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel and Tillman voting in the affirmative, the 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 was approved.*

5. Closing Portion of Churchill Street

Commissioner Watkins stated that he sponsored the resolution to close a portion of Churchill Street in response to numerous complaints he received regarding the dumping problems. He stated although Public Works attempts to keep the area clean, it is a constant dumping site for many people. All structures on the street are abandoned and he believes that turning it into a dead end street might stop people from coming down the street and dumping debris.

Ms. Hill from Manna Ministries spoke of her concerns regarding closing Churchill Street, She believes closing one street will only increase dumping on other streets. She would like to see more lighting, as that might help eliminate some of the dumping. Sheriff Davis stated they would look into patrolling the area more to see if that would curb some of the problems. Ms. Hill continued that she would like a public hearing so the community would have a chance to voice their concerns and suggestions.

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel and Tillman voting in the affirmative, the resolution to close a portion of Churchill Street was tabled until a public hearing and further investigation.*
6. Use of Motorized Carts on Designated Public Roads.

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

**ACTION:**

*On motion of Commissioner Jones, seconded by Commissioner Shepherd and carried unanimously with Commissioners 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, and Tillman 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.

Sheila Thurmond, CCC
Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RENAME THE GYMNASIUM LOCATED AT THE ROSA JACKSON CENTER IN HONOR OF DELORES A. BROOKS; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County’s policy for naming Macon-Bibb County owned parks, facilities and streets, a written request to rename the gymnasium located at the Rosa Jackson Center in honor of Delores A. Brooks has been presented by Commissioner Lucas; and

WHEREAS, this request has been submitted so as to honor Delores A. Brooks, the first African-American woman elected to the Macon City Council, and

WHEREAS, Delores A. Brooks attended and graduated from Fort Valley State University and served as an educator in the community for many years prior to retiring; and

WHEREAS, during the time that Delores A. Brooks served on the Macon City Council, she served on the Employee Development and Compensation Committee and the Public Works Engineering Committee; and

WHEREAS, Delores A. Brooks continues to serve the community as a member of the Board of Directors of Manna Community Outreach Inc., an organization founded by Lizzie Chapel Baptist Church in Macon-Bibb County, Georgia, which develops and implements programs to serve the needs of youth and families, improves housing for the poor, closes the digital divide gap, serves as a neighborhood resource center and improves the quality of life for the neighborhood residents of the Bartlett Crossing/Cherokee Heights community in West Macon and the community as a whole; and

WHEREAS, the Policy of the Macon-Bibb County Commission for Naming & Renaming Parks, Facilities and Streets (the “Policy”) sets forth specific considerations that no park, facility or street owned by Macon-Bibb County shall be named in honor of a living person

S:\Law\RES MACON-BIBB\2014 Lucas Rosa Jackson Center gym renaming honoring Delores Brooks
or persons, and any such property so named shall be of a deceased person who must have been
deceased for a period of one (1) year prior to consideration, however the policy also allows the
Macon-Bibb County Commission to make exceptions to this policy when warranted by
exceptional circumstances; and

WHEREAS, the above outstanding contributions and accomplishments of Delores A.
Brooks, constitute exceptional circumstances that justify waiving the procedural requirements of
the Policy and renaming the gymnasium located at the Rosa Jackson Center, in honor of Delores
A. Brooks.

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 gymnasium located at the Rosa
Jackson Center is renamed the Delores A. Brooks Gymnasium.

SO RESOLVED this ___ day of __________________, 2014.

________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
________________________________________
SHELIA THURMOND, CLERK OF COMMISSION
Tuesday, December 9, 2014
MACON-BIBB COUNTY SPECIAL CALLED PRE-COMMISSION MEETING

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

1. CALL TO ORDER
2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING
3. NEW BUSINESS
4. ADJOURNMENT
BLANK PAGE
Tuesday, December 9, 2014
MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

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

1. CALL TO ORDER

2. PRAYER

Subject A. Pastor Keith Watson, New City Church
Meeting Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING
Category 2. PRAYER
Access Public

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

Subject A. Pre-Commission Meeting on November 18, 2014
Meeting Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING
Category 4. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
11-18-2014 Pre Commission Meeting.pdf (213 KB)

Subject B. Regular Commission Meeting on November 18, 2014
Meeting Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING
Category 4. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
11-18-2014 Regular Commission Meeting.pdf (316 KB)
**5. INVITED GUESTS**

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<tr>
<th>Subject</th>
<th>A. Presentation of Proclamation in recognition of &quot;Austin Center for Development Day&quot;</th>
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<td>Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING</td>
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<td>5. INVITED GUESTS</td>
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File Attachments

- Proclamation Austin Center for Development.pdf (697 KB)

**6. PUBLIC COMMENTS ON AGENDA ITEMS**

**7. REPORTS FROM COMMITTEES**

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<thead>
<tr>
<th>Subject</th>
<th>A. Operations and Finance</th>
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<thead>
<tr>
<th>Subject</th>
<th>B. Economic and Community Development</th>
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<th>C. Public Safety</th>
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<td>Category</td>
<td>7. REPORTS FROM COMMITTEES</td>
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<tr>
<td>Access</td>
<td>Public</td>
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8. CONSENT AGENDA

Subject: A. New alcoholic beverage license for Haddock Properties, LLC d/b/a 20's Pub & Sub located at 3076 Riverside Drive, Suite 1200

Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 8. CONSENT AGENDA

Access: Public

Type: Action (Consent)

Recommended Action: Commission Approval

File Attachments:
- Alcoholic Beverage License Pub & Sub.pdf (1,998 KB)

9. OLD BUSINESS

Subject: A. 2ND READING - An Ordinance to amend Charter Appendix II, Division A of the Macon-Bibb County Pension and Retirement System (1972 GA. Laws, Page 3152) of the Code of Ordinances, Macon-Bibb County, Georgia so as to comply with IRS Notice 2014-19, relating to the Supreme Court Decision in the Windsor Case overturning the Defense of Marriage Act (DOMA)

Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments:
- Ord Amend Charter Appendix II Macon-Bibb Pension.pdf (737 KB)
9. OLD BUSINESS

The Operations and Finance Committee recommends approval.

File Attachments
Ord Amend Charter Appendix III Fire & Police.pdf (1,275 KB)

C. An Ordinance to revise Chapter 26, Article V imposing license fees and taxes on insurance and premiums

Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

The Operations and Finance Committee recommends approval.

File Attachments
Ord Revise Chap 26, License Fees and Taxes.pdf (366 KB)

D. 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; repealing Section 13.04

Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

The Operations and Finance Committee recommends approval.

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

E. A Resolution to amend the Master Statement of Investment Policy to allow for immediate termination of under-performing investment managers

Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Public
Subject: F. A Resolution to authorize and approve the purchase of residential garbage carts and recycling carts for the Solid Waste Department in the amount of $84,989.89 from Toter, Inc.

Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments:
- Master Statement of Investment Policy.pdf (11.067 KB)
- 11-25-2014 - Res Purchase of Garbage Carts.pdf (1.066 KB)

Subject: G. A Resolution authorizing the Mayor to execute an agreement with Due South Investments, LLC for office space in the BB&T Building to be occupied by the Public Defender's Office

Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

File Attachments:
- 11-25-2014 - Res Agrmt with Due South.pdf (515 KB)

Subject: H. A Resolution in support of Senate Bill 2891 and House Bill 4726 of the 113th 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: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.
Subject  I. 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 20% to 10% of the Fiscal Year 2014 Operating Budget

Meeting  Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category  9. OLD BUSINESS

Access  Public

Type  Action

Recommended Action  The Operations and Finance Committee recommends approval.

Subject  J. Ratification of vested retirement of Marilyn Morris for eleven (11) years and three (3) months service

Meeting  Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category  9. OLD BUSINESS

Access  Public

Type  Action

Recommended Action  The Operations and Finance Committee recommends approval.

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

Meeting  Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category  9. OLD BUSINESS

Access  Public

Type  Action

Recommended Action  The Operations and Finance Committee recommends approval.

Subject  L. A Resolution authorizing the acceptance of The Christmas with a Deputy Grant in the amount of $2,500 awarded to the Sheriff’s Department
M. A Resolution authorizing the Mayor to apply for 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

N. 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

O. An Ordinance authorizing a one time suspension of the Holiday Pay Schedule as designated in Section 5.04 of the Macon-Bibb County Government Policies and Procedures Manual regarding the 2014 Christmas Holiday and amending the date of recognition for Christmas Eve.
Subject: P. A Resolution to appoint Dominique Johnson to fill a vacant seat on the Dr. Martin Luther King, Jr. Commission

Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments:
- Ord Suspend Holiday Pay Schedule 2014.pdf (705 KB)

Subject: Q. 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: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Economic and Community Development Committee recommends approval.

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

Subject: R. A Resolution reappointing Mike Gardner and Rev. Evans Brown to the Dr. Martin Luther King, Jr. Commission

Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action
Subject: S. A Resolution to confirm Mayor Reichert's appointment of Mary Hicks Wimberly to the Macon-Bibb County Fire Civil Service Board
Meeting: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Public Safety Committee recommends approval.

File Attachments:
11-25-2014 - Res Reappoint Mike Gardner to MLK Commission.pdf (511 KB)

Subject: T. 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: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Public Safety Committee recommends approval.

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

Subject: U. 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: Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Facilities and Engineering Committee recommends approval.

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

**Meeting**  
Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
The Facilities and Engineering Committee recommends approval.

**File Attachments**  

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**Subject**  
W. 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**  
Dec 9, 2014 - MACON-BIBB COUNTY SPECIAL CALLED REGULAR COMMISSION MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
The Facilities and Engineering Committee recommends approval.

**File Attachments**  
11-25-2014 - Res Roundabout State Route 11-49.pdf (952 KB)

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**10. NEW BUSINESS**

**11. GENERAL PUBLIC COMMENTS**

**12. ADJOURNMENT**
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
November 18, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on November 18, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas

Commission Members Absent

Virgil Watkins, Jr.

Staff Present

Dale Walker – County Manager
Judd Drake – County Attorney
Reggie McClendon – Assistant County Attorney
Opie Bowen – Assistant County Attorney
Shelia Thurmond – Clerk of Commission
Charles Coney – Assistant County Manager (Operations)
Steve Layson – Assistant County Manager (Infrastructure)
Julie Moore – Assistant to County Manager – Strategic Planning & Budget
Chris Floore – Assistant to County Manager – Public Affairs
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator

News Media Present

Jim Gaines – The Telegraph
Malcolm Johnson – WGX FOX 24

Visitors Present

Clifford Whitby – Chairman, Industrial Authority
Robbie Fountain – Vice-Chair, Industrial Authority
Kevin Brown – Attorney, Industrial Authority
Marion Baldwin – Industrial Authority
Brittney Childs – Industrial Authority
Sheriff David Davis

The Pre-Commission meeting was called to order by Mayor Robert A. B. Reichert. The Mayor stated the meeting was being convened as a Committee of the Whole to take action on several items of New Business that are time-sensitive for tonight’s Regular Commission Meeting.

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

AGENDA ITEMS

PRAYER

A. Pastor Brandon Pitts – Covenant Church of Jesus Christ

PLEDGE OF ALLEGIANCE

GCAP Students, Ta’lareaah Howard and Robert (Brandon) Wright

APPROVAL OF MINUTES

A. Pre-Commission Meeting on November 4, 2014
B. Regular Commission Meeting on November 4, 2014

INVITED GUESTS

A. Presentation of Proclamation to Robert “BJ” Shepherd, President-Bibb Association of Educators, in recognition of “American Education week”

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

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

CONSENT AGENDA

New Alcoholic Beverage Licenses for the following establishments:

A. ALDI, Inc. #10 located at 4501 Log Cabin Drive
NEW BUSINESS

A. Resolution authorizing the Mayor to execute the Kumho Pilot Agreement and approving the Kumho Pilot Payments Schedule

Discussion: Clifford Whitby, Chair of the Macon-Bibb County Industrial Authority, gave an overview of the Kumho Pilot Agreement and stated its impact economically and developmentally to Macon-Bibb County. Attorney Kevin Brown, Attorney for the Industrial Authority, stated that originally Kumho planned to invest $225 million to $375 million, but has increased that amount to $413 million to $600 million. He also stated under the new agreement, one third of the payment in lieu of taxes will go to the Industrial Authority, one-third to the Bibb County School System, and one-third to Macon-Bibb County. Mayor Reichert stated the agreement would be for 20 years instead of 10 years.

ACTION:

- On motion of Commissioner DeFore, seconded by Commissioner Jones, and carried unanimously, the Resolution was approved and will be considered for ratification at tonight’s Regular Commission meeting under Old Business.


B. Resolution to approve the exercise of Eminent Domain to acquire in Fee Simple the property commonly known as 430 Craft Street, 1806 First Avenue, and 1818 First Avenue

ACTION:

- On motion of Commissioner DeFore, seconded by Commissioner Bivins, and carried unanimously, the Resolution was approved and will be considered for ratification at tonight’s Regular Commission meeting under Old Business.


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

ACTION:
• On motion of Commissioner Shepherd, seconded by Commissioner Jones, and carried unanimously, the Resolution was approved and will be considered for ratification at tonight’s Regular Commission meeting under Old Business.

• Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.

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

E. Ordinance to amend Charter Appendix III, Macon Fire and Police Employees Retirement System of the Code of Ordinances, so as to comply with IRS Notice overturning the Defense of Marriage Act (DOMA)

Reggie McClendon, Assistant County Attorney, stated changes in some definitions and appendices to the Charter encompassed in Items D & E required they be read and approved at two consecutive meetings of the Commission.

ACTION:

• On motion of Commissioner DeFore, seconded by Commissioner Tillman, and carried unanimously, the first reading of the Ordinances under items D and E were approved and will be considered for ratification at tonight’s Regular Commission meeting under Old Business.

• Approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.

ANNOUNCEMENTS:

Charles Coney, Assistant County Manager, announced the annual Mayors’ Christmas Motorcade had been renamed to Mayors’ and Commissioners’ Christmas Motorcade for the Macon-Bibb County Consolidated Government. Mr. Coney, Coordinator of the 2014 Motorcade, announced the Motorcade would take place on December 2nd to provide gifts and other needed supplies to patients at Central State Hospital in Milledgeville, Georgia. He further stated this annual event was started in 1958 by the Georgia Municipal Association as a way of providing gifts for the patients at Georgia’s mental health hospitals and was later expanded to support state and regional hospitals. Mr. Coney stated that without the Christmas Motorcade, many of the patients would not receive a gift for the holidays. He asked everyone to give generously.

Commissioner Tillman is leading the drive for Commissioners and has asked each Commissioner to contribute to his goal of $500.00.

Mayor Reichert stated several Commissioners would be attending mandatory New Commissioner training in Athens, Georgia on December 2nd. He further stated the December
2nd Pre-Commission and Regular Commission meetings would be rescheduled to December 9th in addition to the regular morning Committee meetings.

Mayor Reichert announced that the first annual Macon-Bibb County Christmas Reception will be held on Tuesday, December 16th from 2:00 p.m. to 5:00 p.m. at the Government Center.

Charles, Coney, Assistant County Manager for Operations, gave a brief report on the Reverse Vendors Fair held on November 14th at the Terminal Station. He stated that it was a good event.

**ADJOURNMENT**

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

Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
November 18, 2014 – 6:01 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on November 18, 2014 at 6:01 P.M. in the Commission Chamber at Government Center.

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

Staff Present:
Dale Walker -- County Manager
Judd Drake -- County Attorney
Crystal Jones -- Sr. Asst. County Attorney
Opie Bowen -- Asst. County Attorney
Reggie McClendon -- Asst. County Attorney
Chris Flore -- Asst. to County Manager
Shelia Thurmond -- Clerk of Commission
Steve Layson -- Asst. Co. Mgr -- Infrastructure
Charles Coney -- Asst. Co. Mgr -- Operations
Jean S. Howard -- Asst. Clerk of Commission
Janice Ross -- Training & Events Coordinator
Kevin Barrero -- Public Affairs
Trae McCombs, Public Affairs
Shanta Gilmore, Archive Specialist -- BOC

Guests in Attendance
Sheriff David Davis
June Parker, Macon Housing Authority
Dr. Lindsay Holliday
Lester Miller, Bibb School Board Member
Macon-Bibb County GCAPS Students:
Ta'laeah Howard
Robert (Brandon) Wright

News Media Present
Jim Gaines -- The Telegraph
Kristen Swilley -- 13 WMAZ
Kenley Hargett -- 41 NBC
Malcolm Johnson -- WGXA FOX 24

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

PRAYER
The prayer was rendered by Pastor Brandon Pitts of Covenant Church of Jesus Christ.
PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by GCAPS students Ta'lareah Howard of Southwest High School and Robert (Brandon) Wright of Mount de Sales Academy.

APPROVAL OF MINUTES

A. Pre-Commission Meeting on November 4, 2014
B. Regular Commission Meeting on November 4, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Scotty Shepherd, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on November 4, 2014 were approved as presented.


INVITED GUESTS

Pastor Brandon Pitts of Covenant Church of Jesus Christ was invited to render the prayer for tonight’s Regular Commission Meeting.

Robert "BJ" Shepherd, President-Bibb Association of Educators, was presented a Proclamation in recognition of “American Education Week.” The Proclamation was initiated and endorsed by his uncle, Commissioner Scotty Shepherd, and presented by Mayor Reichert, Commissioner Shepherd, Commissioners Lucas and Bivins (both retired educators) and Bibb County Board of Education member, Lester Miller. Mr. Shepherd thanked the Commissioners and invited them to participate on Thursday in the “Educator for the Day” observance in Bibb County Schools.

June Parker, Executive Director of the Macon Housing Authority, announced that notification had been received from the Georgia Department of Community Affairs approving the request of the Authority for Tax Credits to convert the former Hunt Elementary School property on Shurling Drive into apartments for Senior Citizens. She thanked the Mayor and Commissioners for their support and looks forward to the project making a difference in the East Macon community.

PUBLIC COMMENTS ON AGENDA ITEMS

Dr. Lindsay Holliday spoke on Item E under New Business which authorizes the Sheriff to complete the required Department of Public Safety application to continue utilizing speed detection devices in Macon-Bibb County. Dr. Holliday stated traffic calming designs should also be included in the Department of Transportation’s Forest Hill Road project.
REPORTS FROM COMMITTEES AND DEPARTMENTS

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

CONSENT AGENDA

A. New Alcoholic Beverage License for the following establishments:

1. ALDI, Inc. #10 – located at 4501 Log Cabin Drive
2. Fountain of Juice, LLC – located at 4123 Forsyth Road

ACTION:

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


OLD BUSINESS

A. Resolution authorizing the Mayor to execute the Kumho Pilot Agreement and approving the Kumho Pilot Payments Schedule

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute the Kumho Pilot Agreement and approving the Kumho Pilot Payments Schedule, in substantially the same form as attached hereto as Exhibits “A” and “B”; and for other purposes.

ACTION:


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

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to approve the exercise of Eminent Domain to acquire in Fee Simple the property commonly known as 430 Craft Street, 1806 First Avenue, and 1818 First Avenue, Macon, Bibb County Georgia; and for other purposes.

ACTION:

November 18, 2014

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

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement between Macon-Bibb County and T. Y. Lin International, Inc. for professional services related to the design of the Mercer University Drive Signature Pedestrian Bridge, approaches, and plaza using Tax Allocation Bond (Second Street TAD-2) funds; and for other purposes.

ACTION:


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

• Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend Charter Appendix II, Division A of the Macon-Bibb County Pension and Retirement System (1972 GA. Laws, page 3152) of the Code of Ordinances, Macon-Bibb County, Georgia so as to comply with IRS Notice 2014-19, relating to the Supreme Court Decision in the Windsor Case overturning the Defense of Marriage Act ("DOMA"); and for other lawful purposes.

ACTION:


E. Ordinance to amend Charter Appendix III, Macon Fire and Police Employees Retirement System of the Code of Ordinances, so as to comply with IRS Notice overturning the Defense of Marriage Act (DOMA) [First Reading]

• Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend Charter Appendix III, Macon Fire and Police Employees Retirement System (1969 GA. Laws, page 2801) of the Code of Ordinances, Macon-Bibb County, Georgia so as to comply with IRS Notice 2014-19, relating to the
Supreme Court Decision in the Windsor Case overturning the Defense of Marriage Act ("DOMA"); and for other lawful purposes.

ACTION:


NEW BUSINESS

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

Referred To: Operations and Finance Committee

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

Referred To: Operations and Finance Committee

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

Referred To: Operations and Finance Committee

D. Resolution authorizing the Mayor to execute an agreement with Lakay Enterprises, Inc. to provide services on a Water Distribution System near Level Acres Drive

Referred To: Facilities and Engineering Committee

E. Resolution authorizing the Sheriff to complete the required Department of Public Safety application to continue to utilize Speed Detection Devices in Macon-Bibb County for law enforcement purposes

Referred To: Public Safety Committee

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

Referred To: Operations and Finance Committee

November 18, 2014
G. Resolution reappointing Mike Gardner and Reverend Evans Brown to the Dr. Martin Luther King, Jr. Commission

*Referred To: Economic and Community Development Committee*

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

*Referred To: Economic and Community Development Committee*

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

*Referred To: Economic and Community Development Committee*

J. Resolution to confirm Mayor Robert Reichert’s appointment of Mary Hicks Wimberly to the Macon-Bibb County Fire Civil Service Board

*Referred To: Public Safety Committee*

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

*Referred To: Operations & Finance Committee*

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

*Referred To: Operations & Finance Committee*

**GENERAL PUBLIC COMMENTS**

Dr. Lindsay Holliday gave an update on the MATS Policy Committee meeting held on November 5th where he stated the Citizens Advisory Committee was stripped of its independence. He further stated the Citizens Advisory Committee had adopted and initiated several community enhancements such as Safe Routes to Schools, traffic calming on Second Street, and the roundabout at Mercer University.

**POINT OF PERSONAL PRIVILEGE**

November 18, 2014
Commissioner Al Tillman announced the "2014 Mayor's and Commissioners' Christmas Motorcade", which is an annual event to provide holiday gifts to patients at Central State Hospital. He requested monetary donations, clothing, blankets, toiletries, or other supplies to help the hospital assist its clients. He further stated the gifts these clients receive are often the only gifts they receive. He urged everyone to give generously by November 26th. The Motorcade is being facilitated by Charles Coney, Assistant County Manager for Operations.

ANNOUNCEMENTS

Mayor Reichert stated the December 2nd Pre-Commission and Regular Commission Meetings are being re-scheduled to December 9th due to a majority of the Commissioners attending mandated Newly Elected Commissioners training in Athens, Georgia.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 6:30 P.M.


Sheila Thurmond, CCC
Clerk of Commission
MINUTES OF SPECIAL CALLED MEETING
MACON-BIBB COUNTY COMMISSION
December 1, 2014 — 10:00 A.M.
Government Center
(Large Conference Room)

A Special Called Meeting of the Macon-Bibb County Commission was held on December 1, 2014 at 10:00 A.M. in the Large Conference Room at Government Center.

Commission Members Present:

Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Blivins, III
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas

Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present:

Dale Walker — County Manager
Judd Drake — County Attorney
Reggie McClendon — Asst. Co. Attorney
Charles Conley — Asst. County Manager
Steve Layson — Asst. County Manager
Chris Floore — Asst. to Co. Manager

Julie Moore — Asst. to County Manager
Shelia Thurmond — Clerk of Commission
Jean S. Howard — Asst. Clerk of Commission
Janice Ross — Training & Events Coordinator
Sam Henderson — Exec. Asst. to Mayor

Guests in Attendance

Courtney Rogers, Davenport & Company
Virgil Adams, Attorney
Jim Pannell, Bond Counsel
John Pannell, Bond Counsel
Cliffard Whilby -- Industrial Authority
Kevin Brown, Attorney — Industrial Authority
Brittney Childs — Industrial Authority
David Lucas — Sterne Agee
Andrea Crutchfield — Tax Assessors Office
Lester Miller — Bibb Board of Education
Jason Downey — Bibb Board of Education
Dr. John Swint

News Media Present

Phillip Ramati — The Telegraph
Anita Oh — 13 WMAZ
Ron Wildman — 58 WPGA

CALL TO ORDER

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

Mayor Reichert stated the purpose of the Special Called Meeting was to take action on several time-sensitive items needed before the next scheduled Commission meeting on December 9, 2014.

December 1, 2014
Charles Coney, Assistant County Manager, gave an update on the Mayor’s and Commissioners’ Christmas Motorcade to assist clients at Central State Hospital in Milledgeville, Georgia. Mr. Coney stated over $1,700.00 had been collected, along with clothing, toiletries, and other personal items to be distributed.

Mayor Reichert announced that Sheila Thumond, Clerk of Commission, would be retiring on December 31, 2014 after 31 years of service of which 30 years were with the former Bibb County Government and one year with the consolidated Macon-Bibb County Government. He applauded her service and stated that she will be missed.

**TAX ALLOCATION DISTRICT BONDS**

Courtney Rogers of Davenport and Company presented and gave an overview of the Request for Proposal (RFP) sent to lending institutions for a tax-exempt bank qualified tax allocation district (TAD) revenue bonds for up to $10,000,000. No responses were received from lending institutions; however, after further negotiations, bids were received from Ameris Bank and State Bank and Trust. The loan amount was reduced to $3.3 million from the original request of $8.7 million. State Bank was selected as they had approvals which would allow for the December 31, 2014 close date for the bonds. The loan would be for three (3) years with the option to renew with no penalty to pay the debt earlier. Since it is three separate bonds, they can be negotiated and increased separately as needed.

Judd Drake, County Attorney, stated there were two changes made to the original agreements that were mailed out on Friday:

1. City Attorney was changed to County Attorney in the Second Street, Renaissance on the River, and Bibb Mill agreements.
2. The Renaissance on the River Project description was amended to change the description from Environmental and Ground Water Remediation to Environmental Remediation as there is no Ground Water Remediation involved in the project.

Attorney Virgil Adams gave an overview of the Bond Agreements and stated approval of the bond Resolutions authorizes the Bond Attorneys to proceed with the numbers indicated for each project and allow for filing a petition in the Court, with the District Attorney signing off and allows for the Bond Attorneys to move forward with the validation which is scheduled for December 17th.

Mayor Reichert stated this would allow for the Mercer University pedestrian bridge to be completed, the hotel and food court properties, and other improvements along Second Street all the way through to the Tax Allocation District (TAD).

**A. A Resolution providing for the issuance of Macon-Bibb County, Georgia Tax Allocation Bond (Second Street TAD-2 Projects) Series 2014 in the principal amount of $3,000,000**

**ACTION:**
On motion of Commissioner Gary Bechtel, seconded by Commissioner Larry Schlesinger, and carried unanimously, the above referenced Resolution was approved.

Commissioner Lucas was absent during the vote.

B. A Resolution providing for the issuance of Macon-Bibb County, Georgia Tax Allocation Bond (Renaissance TAD-3 Projects) Series 2014 in the principal amount of $50,000.

ACTION:

On motion of Commissioner Gary Bechtel, seconded by Commissioner Larry Schlesinger, and carried unanimously, the above referenced Resolution was approved.

Commissioner Lucas was absent during the vote.

C. A Resolution providing for the issuance of Macon-Bibb County, Georgia Tax Allocation Bond (Bibb Mill Center TAD-4 Projects) Series 2014 in the principal amount of $250,000

ACTION:

On motion of Commissioner Larry Schlesinger, seconded by Commissioner Gary Bechtel, and carried unanimously, the above referenced Resolution was approved.


KUMHO PILOT AGREEMENT

A. Review and Consideration of Bibb County Board of Education's Amendment to the Kumho Pilot Agreement

Judd Drake, County Attorney, stated the Resolution was also amended to reflect Pilot Payments only be used for those economic development purposes which include the acquisition, development, rehabilitation, and improvement of real estate in preparation for or to provide for the development of new or expanded industry, trade and commerce in Macon-Bibb County.
Also, allowed expenditures shall not include salaries, benefits, overhead, or generally and annually recurring expenses related to the operations of the Authority.

Discussion: Several Commissioners expressed displeasure with the Board of Education’s amendment to the agreement revising the split of payment in lieu of taxes Kumho is scheduled to make beginning in 2017. The Board amended the agreement to change the split of taxes from one-third to each entity to forty-five percent (45%), approximately $12.1 million, to the Board of Education with the remaining fifty-five percent (55%) for the County and the Industrial Authority with each receiving 27.5 percent, approximately $7.4 million each.

Commissioners Lucas, Watkins, Tillman, and Jones each stated they would have voted against the agreement due to the Board of Education’s amendment if not for the narrow timeframe to complete the contract with Kumho by December 31, 2014.

ACTION:

Commissioner Mallory Jones motioned to amend the Agreement with the Industrial Authority and Macon-Bibb County Government receiving thirty-one and a half percent (31.5) and the Board of Education to receiving thirty-seven percent (37%). The motioned failed for the lack of a second.

On motion of Commissioner Larry Schlesinger, seconded by Commissioner Gary Bechtel, and carried unanimously, the amended Resolution was approved with the Bibb Board of Education receiving forty-five percent (45%) of the Pilot Payments, Macon-Bibb County Government twenty-seven and a half percent (27.5%), and the Industrial Authority receiving twenty-seven and a half percent (27.5%)


Commissioner Ed DeFore requested the Mayor have the County Attorney draw up a Resolution requiring a ten-day period before a vote is required on action items. Mayor Reichert stated he would have the Attorney draw up the Resolution, but noted there may be times when this would not be possible.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 10:47 A.M.


Sheila Thurmond, CCC
Clerk of Commission
Proclamation

Office of the Mayor
Macon-Bibb County, Georgia

WHEREAS, the Austin Center for Development, Inc., was founded by Frank Austin and serves as the current leadership for the Village Green Shadown Zone; and

WHEREAS, its goal for the Austin Center for Development is to empower the Village Green Community in the areas of education, health, housing, crime, and Economic Development; and

WHEREAS, the Austin Center for Development was awarded the Litter Prevention Award by Keep Macon-Bibb Beautiful and nominated for the Keep America Beautiful National Iron Ege Award; and

WHEREAS, Frank Austin will attend a ceremony on December 12, 2014, in Atlanta, Georgia, to bring home the Georgia’s Beautiful Litter Prevention State first place award; and

NOW, THEREFORE, I, Robert A.B. Reichert, do hereby proclaim December 12, 2014, as:

"AUSTIN CENTER FOR DEVELOPMENT DAY"

In Macon-Bibb County, and I encourage people to congratulate Frank Austin and his organization for outstanding community service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Consolidated Government to be affixed this ___ day of December 2014.

__________________________
Robert A.B. Reichert
Mayor
BLANK PAGE
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201  
(478) 803-0470

Alcoholic Beverage Application

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

20's PUB & SUB  
3076 RIVERSIDE DR, STE 1200  
MACON, GA 31210

The following required documents are included in the application:

- [ ] Current photograph of applicant or agent
- [ ] Completed Surety License Bond
- [ ] Proof of Planning and Zoning compliance
- [ ] Affidavit from the Macon-Bibb County Engineer's Department
- [ ] Legal description of the property upon which premises are located
- [ ] Affidavit from the Macon Telegraph Newspaper

Submitted by:

Date: 11/24/14

RECEIVED  
DEC 02 2014  
MACON-BIBB CLERK OF COMMISSION
Applicant Name: THOMAS A HADDOCK

Business Name: HADDOCK PROPERTIES, LLC d.b.a. 20's PUB & SUB

Business Address: 3076 RIVERSIDE DRIVE STE 1200
MACON, GA 31210

After investigation, I recommend that the license requested herein be □ Granted  □ Denied

Date 11/14/14

[Signature]
Sheriff, Bibb County, Georgia

Petition is hereby □ Granted  □ Denied by the Macon-Bibb County Board of Commissioners

on this ______ day of ____________, 20____.

[Signature]
Clerk, Macon-Bibb County Commission

I recommend that the application be □ Granted  □ Denied

on this ______ day of ____________, 20____.

[Signature]
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Macon-Bibb County
Business Development Services
682 Cherry Street, Suite 500
Macon, Georgia 31201

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New Transfer of Location</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
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</thead>
<tbody>
<tr>
<td>Transfer of Location</td>
<td>☑ Liquor Mixed</td>
<td>☑ Beer C.O.P.</td>
<td>☑ Wine C.O.P.</td>
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<tr>
<td>Change of Agent</td>
<td></td>
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</tr>
</tbody>
</table>

Hackett Properties
2001 Picket Street
5.12.00

Corporation and Trade Name
Business Address
Business Telephone

Name of Applicant and/or Agent
Home Address
Home Telephone

Social Security Number
Date of Birth
Age
County of Residence?

$150.00 Application Fee

Applicant and/or Agent Information

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant's State of Georgia driver's license.

Location Information

6. Affidavit from the Macon-Bibb County Engineer's Department.
7. Proof of Planning and Zoning compliance.
8. Legal description of the property upon which premises are located.
9. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the Acts of the Georgia General Assembly, and the State Department of Revenue.

Signature of Applicant and/or Agent Date
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 582 Cherry Street, Macon, GA 31201
Website: www.maconbibbga.org  Telephone (478) 751-7450  Fax (478) 751-7443

ISSUED TO NAME: Thomas A. Haddock
OWNER'S NAME: NORTHGATE VILLAGE PARTNERS
PROPOSED USE: 20's Sub & Pub (C/O)
ADDRESS OF PROPOSED USE: 3076 STE 1200 RIVERSIDE DR
STRUCTURE: EXISTING
MAP/PARCEL: Q0510004  ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS
No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 1/25/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE
This permit is issued subject to the rules and regulations of the Macon-Bibb Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. One should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission attains no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction work relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and as filed in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
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<td>Corrner/industr/institute</td>
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<td>TOTALS:</td>
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</tr>
</tbody>
</table>
MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT:  THOMAS A. HADDICK

PROPOSED LICENSE:  BEER, WINE, LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION:  3076 RIVERSIDE DRIVE

BUSINESS NAME:  20'S PUB & SUB

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of church, an alcoholic treatment center, or a public library measured and found to be more than 300 ft.; school grounds, school building, educational building, or college campus; measured and found to be more than 600 ft. (Sec 4-142 (a))  X  Yes  No  Not Applicable

   Licenses for the sale of packaged beer or wine at retail and not consumed on premises are excepted from such distance limitations. Licenses for a private club or for a restaurant or other food service establishment which has, as its primary function, the serving of food and the sale of alcoholic beverages for consumption on the premises is exempt. (Sec 4-142(b))

2. Nearest property line at the place of business to nearest property line within 300 feet of any housing authority containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law". Restriction does not apply to licenses issued prior to July 1, 2008, nor the renewal of such license; nor the renewal of any license at such location which was lawful during the previous twelve months.
   X  Yes  X  No  Unknown License History

3. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.
   X  Yes  No  X  Not Applicable

By:  
David Portson, Macon-Bibb County Engineer

Date:  10/3/11

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for above state and county, Dianne Buck, who deposes and says she is the Classified Manager of Advertising for The Macon Telegraph and is duly authorized by the publisher thereof to make this affidavit, and that advertisement as follows has been published in The Macon Telegraph on the following dates:

10/11/2014 10/18/2014

2954712 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR LICENSE ON PREMISES -Pursuant to the ordinance adopted by Mayor and Council on the 15th day of August, 1979, notice is hereby given that on or after the 18th day of October, 2014, the undersigned will apply to the City of Macon for the issuance of a license at an establishment known as 20's Pub & Sub, and located at 3076 Riverside Dr., Macon, GA 31206, this 7th day of October, 2014. S/Thomas A. Haddock, Applicant 2291 Heath Road Macon, GA 31206 #2954712: 10/11,—18

SIGNED ____________

Dianne Buck 10/14/14

Sworn to and subscribed before me this 18 day of OCTOBER 2014

Notary Public

__________________________

Kelly Harris

487 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
BLANK PAGE

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

WHEREAS, the Plan must be amended to comply with IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor case overturning the Defense of Marriage Act ("DOMA") on or before December 31, 2014; and

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

Section 1.

Amend Article I, Section 1.1 of Appendix II of the Charter of Macon-Bibb County entitled "Definitions" by adding a definition of "Spouse or Surviving Spouse" as Section 1.1(p) to read as follows:

'Spouse or Surviving Spouse' means the person to whom the Participant is legally married under the laws of the State of Georgia, except that, effective as of June 26, 2013, for purposes of Section 10.1 (required minimum distribution rules) and section 6.5 (direct rollovers) of the Plan ONLY, the term 'spouse' or 'surviving spouse' shall include the person to who the Participant is legally married under the laws of the jurisdiction in which the marriage was performed (including same-sex individuals). 'Spouse' and 'surviving spouse' shall not include domestic partners or other similar relationships that are not denominated as marriage. The determination of a Participant's spouse or surviving spouse shall be made as of the earlier of the Participant's Annuity Starting Date or the date of such Participant's death."
Section 2.

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

Section 3.

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

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

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

Section 4.

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

Section 5.

This Ordinance shall become effective immediately upon its approval by the Mayor.
FIRST PASSAGE OF CHARTER AMENDMENT

SO ORDAINED this ___ day of _____________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION

SECOND PASSAGE OF CHARTER AMENDMENT

SO ORDAINED this ___ day of _____________, 2014.

________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION

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

WHEREAS, the Plan must be amended to comply with IRS Notice 2014-19, relating to the Supreme Court decision in the Windsor case overturning the Defense of Marriage Act ("DOMA") on or before December 31, 2014; and

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

Section 1.

Amend Article I of Appendix III of the Charter of Macon-Bibb County entitled "Definitions" by adding a definition of "Spouse or Surviving Spouse" as (19) to read as follows:

'Spouse or Surviving Spouse' means the person to whom the Participant is legally married under the laws of the State of Georgia, except that, effective as of June 26, 2013, for purposes of Article X, Section 1 (required minimum distribution rules) and Article IV-A, Section 5 (direct rollovers) of the Plan ONLY, the term 'spouse' or 'surviving spouse' shall include the person to whom the Participant is legally married under the laws of the jurisdiction in which the marriage was performed (including same-sex individuals). 'Spouse' and 'surviving spouse' shall not include domestic partners or other similar relationships that are not denominated as marriage. The determination of a Participant's spouse or surviving spouse shall be made as of the earlier of the Participant's Annuity Starting Date or the date of such Participant's death."
Section 2.

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

Section 3.

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

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

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

Section 4.

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

Section 5.

This Ordinance shall become effective immediately upon its approval by the Mayor.
FIRST PASSAGE OF CHARTER AMENDMENT

SO ORDERED this _____ day of ______________, 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
__________________________________________
SHEILA THURMOND, CLERK OF COMMISSION

SECOND PASSAGE OF CHARTER AMENDMENT

SO ORDERED this _____ day of ______________, 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
__________________________________________
SHEILA THURMOND, CLERK OF COMMISSION
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. § 33-3-3.

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 50/100s ($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 2.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 3.

The Clerk of Commission is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment.
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:

______________________________
SHELLIA 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
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 AMENDEMENT TO THE BIBB COUNTY PENSION PLAN OF 1968

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

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

WHEREAS, the Plan was amended by the Board of Commissioners of 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" are hereby amended and restated as "Plan Administrator" as defined herein."
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;
(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 administering 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:

SHEILA THURMOND, CLERK OF COMMISSION
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:

SHELIA THURMOND, CLERK OF COMMISSION
Master Statement of Investment Policy Statement ("MSOP")

for

The Macon-Bibb County Pension Plan

October 2014
1. 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.
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.
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@maconbibb.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 No. 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%.
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 returns; 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 acknowledges 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.
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, Articles 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.
Master Statement of Investment Policy

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 this 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 insufficient 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 (MMSF) 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 MMSF 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 target 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></td>
<td>20%</td>
<td>60%</td>
<td>50%</td>
</tr>
<tr>
<td>Domestic Equities</td>
<td>0%</td>
<td>20%</td>
<td>14%</td>
</tr>
<tr>
<td>International Equities</td>
<td>0%</td>
<td>10%</td>
<td>0%</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 range.

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 with 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, REITs, 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 nationally recognized statistical rating agency. For the purposes of asset allocation, convertible securities shall be considered equities.

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

Real Assets

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

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

☐ Treasury Inflation Protected Securities (TIPS): Mutual funds, 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 "BBB" (or its equivalent) or higher at the time of purchase by a nationally recognized statistical rating agency, unless an Investment Manager has been authorized by the 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:

☐ Purchase 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 overperform 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.
Master Statement of Investment Policy

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.
XII. Approval

This MSOP is adopted on this day of ________________, 2014 by the County Manager.

Date

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>G/L ACCOUNT 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:
- ☑ Buyer’s Award Recommendation (this form)
- ☑ User Department Recommendation
- ☐ Official Bid Tabulation
- ☑ Copy of Recommended Vendor’s bid
- ☐ Adceada (if any)
- ☐ Original Invitation for Bids

After reviewing all proposals, the committee recommends:  ☑ 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  ☐ N/A

REQUIREMENT WAS STATED IN THE BID  HOW LOW BIDDER DID NOT MEET THE SPECIFICATIONS

Indicate why proposal should be rejected:  ☐ Over budget  ☐ No One Meets Specifications  ☐ Other  ☐ N/A

REJECTION JUSTIFICATION

Award Requirements:  ☐ HOLD FOR MBCC AWARD  ☐ HOLD FOR MBCC ACTION

COMMENTS

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 scaled 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>
<tr>
<td>Product Description</td>
<td>QTY</td>
<td>Unit Price</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>------------</td>
</tr>
<tr>
<td>Model 79298 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA</td>
<td>1,300</td>
<td>$49.65</td>
</tr>
<tr>
<td>Body Color - (C30) Dark Green</td>
<td>1,300</td>
<td>$0.75</td>
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<tr>
<td>Lid Color - (R30) Dark Green</td>
<td>1,300</td>
<td>$0.25</td>
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<tr>
<td>Body Hot Stamp on Both Sides (New)</td>
<td>1,300</td>
<td>$0.50</td>
</tr>
<tr>
<td>Ultra High Frequency (UHF) RFID Tag</td>
<td>1,300</td>
<td>$0.70</td>
</tr>
<tr>
<td>Toter Serial Number Hot Stamped on Front of Cart Body in White</td>
<td>1,300</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pal Nut Wheel Retainer - 5/8&quot;</td>
<td>1,300</td>
<td>$0.00</td>
</tr>
<tr>
<td>Wheels - 10&quot; Sunburst</td>
<td>1,300</td>
<td>$0.00</td>
</tr>
<tr>
<td>2/3 Assembled with Lid (down), Stop Bar and Aode Factory Installed</td>
<td>1,300</td>
<td>$0.50</td>
</tr>
<tr>
<td>Warranty - 10 Year Unprorated</td>
<td>1,300</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>
</tr>
<tr>
<td>Model 79204 - Toter 64 Gallon EVR II Universal/Nestable Cart</td>
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<td>$43.15</td>
</tr>
<tr>
<td>Body Color - (708) Bluestone</td>
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<td>Lid Color - (705) Blue</td>
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<tr>
<td>Body Hot Stamp on Both Sides (New)</td>
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<td>$0.50</td>
</tr>
<tr>
<td>Lid Hot Stamp Insert- Read Twin Street (New)</td>
<td>199</td>
<td>$0.25</td>
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<tr>
<td>Ultra High Frequency (UHF) RFID Tag</td>
<td>199</td>
<td>$0.70</td>
</tr>
<tr>
<td>Pal Nut Wheel Retainer - 5/8&quot;</td>
<td>199</td>
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<td>199</td>
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<td>199</td>
<td>$0.50</td>
</tr>
<tr>
<td>Warranty - 10 Year Unprorated</td>
<td>199</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>
</tr>
<tr>
<td>One Time Die Charge for New Lid Hot Stamp</td>
<td>1</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Subtotal: $77,995.00
Freight (F.O.B): $6,990.99

Page 3 of 5
ATTACHMENT 6.A

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 704-878-0734 toterpo@wastequip.com
Quote Number: WQ-0034863

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></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

Additional Information

Payment Terms: Net 30 Days

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 Wastequip Terms and Conditions. The Wastequip 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 Wastequip'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.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, 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. For 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:

Purchase Order:

CC:

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 twenty dollars and
seventy-five cents ($179,020.75) and include twelve thousand one hundred thirty-seven (12,137)
square feet of office space; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute
an agreement with Due South Investments, LLC for office space at 201 2nd Street (commonly
known as the BB&T Building) to be occupied by the Public Defender's Office for the Macon Judicial Circuit in substantially the same terms as described above.

SO RESOLVED this ___ day of ______________, 2014.

By: ____________________________

ROBERT A. B. REICHERT, Mayor

Attest: __________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION IN SUPPORT OF
SENATE BILL 2891 (2014) AND HOUSE BILL 4726 (2014) OF THE 113TH CONGRESS,
JOINTLY KNOWN AS THE INNOVATION IN SURFACE TRANSPORTATION ACT
OF 2014; AUTHORIZING THE MAYOR AND MACON-BIBB COUNTY COMMISSION
TO EXECUTE A LETTER OF SUPPORT TO THE CONGRESSIONAL DELEGATION;
AND FOR OTHER PURPOSES.

WHEREAS, on or about May 22, 2014, Representative Rodney Davis (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\shatzer\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\Q26X30K0\2014 support for
Innovation in Surface Transportation Act of 2014.docx
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
Mayor, Macon-Bibb County

Gary Bechtel
Commissioner – District 1

Ed Defore
Commissioner – District 6

Larry Schlesinger
Commissioner – District 2

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

Elaine H. Lucas
Commissioner – District 3

Virgil Watkins, Jr.
Commissioner – District 8

Mallory C. Jones, III
Commissioner – District 4

Al Tillman
Commissioner – District 9

Bert Bivins, III
Commissioner – District 5
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION 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:  

SHEILA 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: ___________________________________
SHELVEN THURMOND, CLERK OF COMMISSION
TOURISM PRODUCT DEVELOPMENT
FY15 CONTRACT

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

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

(hereinafter referenced as "GRANTEE").

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

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

and so the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

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

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

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

Please note: TPD grant funds can only be spent on the following expenses:
COMPENSATION OF CONSULTANT

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

CREDIT

GCA and the NBA must be credited in any published material related to the funded project. GCA and the NBA should be credited in the same manner as other sponsors/funders. Failure to credit GCA and the NBA 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

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

GOVERNING LAW

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

TERMINATION OF CONTRACT

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

ENTIRE CONTRACT

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

FOR GRANTEE

Robert A. B. Reichert

Authorizing Official Signature

Printed Name

Mayor Oct 31, 2014

Title & Date

FEIN: 46-3992371

DUNS: 079244979

FOR GEORGIA COUNCIL FOR THE ARTS

Authorizing Official Signature

Printed Name

Title & Date
Georgia Council for the Arts

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 (tllily@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 ________________________________
BLANK PAGE
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE CHRISTMAS WITH A DEPUTY GRANT IN THE AMOUNT OF $2,500 AWARDED TO THE SHERIFF’S DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Sheriff’s Department is charged with protecting and serving the citizens of Macon-Bibb County, Georgia; and

WHEREAS, these funds will be used to purchase 20 Gift Cards to allow low income/economically disadvantaged youth to Christmas shop with a Deputy (see attached); and

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

SO RESOLVED this ___ day of __________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

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

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

Sherita,

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

Thank you,
Shaina Bester, Grants Coordinator

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

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 lokal/state/city govs, 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
ddavis@maconbibb.us

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

Prefix
Mrs.

First Name
Shalna

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., 6122134567)
4786215537

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

E-mail Address
sbezier@maconbibb.us

Proposal Information

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

Request Amount
$9,375.00

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

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

ATTACHMENT 10.B

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% of single parent households and remarkably high poverty rates. Our locality has 14,4% (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 impacts at least 2,500 students attending Bibb County Public Schools, each 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 registering youth in seven low-income/high-crime neighborhoods: Bellevue, Fort Hill, Kings Park, Pleasant Hill, Lymmore 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 offered include conflict resolution workshops; life skills coaching; "How to be a Leader" without bullying; bullying and gang resistance skills and abstinence from alcohol, tobacco and drugs lessons. Community service activities such as picking up trash in neighborhoods and arranging food drives are supervised by Bibb County Deputies and teach students how to be responsible. Enrichment and recreational activities under the PAL program include basketball, flag football, field trips to local museums, colleges, Coca Cola factory, CNN building.

Bibb County Sheriff's Office "Target" funded programs: This year (2014), we would like to start a new annual tradition and host a new program called "Christmas with a Deputy". The Bibb County Sheriff's Office will develop a youth registration and selection process for this event which will involve gathering basic information on family household income, family structure, neighborhoods lived in, school of attendance, academic grades, governmental assistance being received such as TANF, food stamps, SSI, etc. We will make the registration application packet available through our neighborhood outreach efforts in the seven low-income neighborhood areas of service - Bellevue, Fort Hill, Kings Park, Pleasant Hill, Lymmore 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 25 student recipients of the "Christmas with a Deputy" opportunity. These students will spend an hour shopping at the local Target store on Presidential Parkway in Macon-Georgia, chaperoned by a Deputy, with Target staff volunteers to help locate items from the child's wish list and funded through a $125 Target gift card per student. The event will occur on one day. It will be split into three blocks lasting an hour each and with 25 children and 25 Deputies assigned to each block to shop at Target. Items allowed for purchase will be clothing, toys and back to school supplies. The event will be covered by local news media on television, newspaper and Bibb County Sheriff's Office website. The Bibb County Sheriff's Office contact for the "Christmas with a Deputy" program is Lt. Ellis Sinclair of our Sheriff's Outreach Section and he may be reached via email at Esinclair@maconbibb.us and via telephone at 478-447-2326.

What year was this program first implemented?
2014

What is the organization annual budget?
The organization budget refers to the average amount of funds raised each year to run your organization. We understand this varies by year, so please refer to last year's budget as a point of reference. Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points).
30305634
What is the proposed program budget?
The proposed budget refers to the amount of funds needed to fund the project for which you are requesting a grant. Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points).
13000

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

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

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

Are there any recognition opportunities for Target?
Yes

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

Immigrants/Newcomers/Refugees

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

Persons with a Developmental Disability

Physically Impaired

Single Parents

Veterans

General Population
Target Store

Project Program Zip Code
Please provide the 5-digit zip code for the location of your program
31206

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

Measurement

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

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

How many people do you anticipate will be served by this program?
Please enter one whole number only
75

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

E-mail questions to Community.Relations@Target.com
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO APPLY FOR, AND ACCEPT IF AWARDED, THE GEORGIA
RECREATIONAL TRAILS PROGRAM GRANT APPLICATION FOR $100,000 FROM
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES TO CONSTRUCT A
PORTION OF THE CONNECTOR TRAIL BETWEEN AMERSON WATERWORKS
AND THE OCMULGEE HERITAGE TRAIL; AND FOR OTHER PURPOSES.

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

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

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

SO RESOLVED this ____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
BLANK PAGE
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:
SHElia THURMond, CLERk OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING A
ONE TIME SUSPENSION OF THE HOLIDAY PAY SCHEDULE AS DESIGNATED IN
SECTION 5.04 OF THE MACON-BIBB COUNTY GOVERNMENT POLICIES AND
PROCEDURES MANUAL REGARDING THE 2014 CHRISTMAS HOLIDAY AND
AMENDING THE DATE OF RECOGNITION FOR CHRISTMAS EVE; AND FOR
OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Policy and Procedures Manual, Section 5.04
designates December 24th - Christmas Eve, December 25th – Christmas Day, as official, paid
holidays for eligible employees; and

WHEREAS, during the year of 2014, December 24th – Christmas Eve, occurs on a
Wednesday; and

WHEREAS, suspending the current Holiday Pay schedule, and authorizing a one-time
amendment so that eligible employees are able to observe Christmas Eve on Friday, December
26, 2014, will allow employees to spend additional uninterrupted time with family and friends;
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 this ordinance authorizing a one-
time suspension of the current Holiday Pay schedule as stated in Section 5.04 of the Macon-Bibb
County Policy and Procedure Manual be enacted, authorizing an amendment to the 2014
Christmas holiday so that Christmas Eve may be observed on Friday, December 26, 2014.

SO RESOLVED this ____ day of __________________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
HOLIDAY PAY

The MBCG employees classified as full-time are eligible for holiday pay. Appointed officials are likewise eligible for holiday pay.

It is the policy of the MBCG that employees must work their last scheduled work day before an official holiday and their first scheduled work day after the holiday in order to receive holiday pay for the official holiday. If an employee has approved paid time off from work, e.g. annual leave, sick leave, he/she must be paid for the last scheduled work day before the approved time off from work and the first scheduled work day after the pre-approved time off from work to receive holiday pay for the official holiday. Employees who are out of work under the Family Medical Leave Act ("FMLA") will receive holiday pay only if they use accrued or donated leave for the day before and the day after the holiday.

Official Holidays
The MBCG recognizes the following holidays as official, paid holidays for eligible employees:

- New Year's Day January 1
- New Year's Eve December 31
- Martin Luther King, Jr. Birthday Third Monday in January
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veteran's Day November 11
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- Christmas Eve December 24
- Christmas Day December 25
The MBCG County Commission may declare other holidays during the year from time to time. Holidays falling on Saturday or Sunday will be observed either on the preceding Friday or following Monday as determined by the County Commission. Employees required to work on an official holiday will be granted a day off with pay at a time convenient to the department.

Employees who are required to work on a holiday shall be granted a day off with pay at a time convenient to the department. All holiday "days" off are to be used during the calendar year in which they fall with exception of the Christmas holiday which must be taken within 60 days following Christmas day. The following exceptions shall apply:

- Employees who work shift work with a variable work week, and who have worked their normal work time
- Employees on authorized paid vacation or paid sick leave the day before or the day after the holiday
- Public Works employees who are required to work on a holiday shall be paid holiday pay and additional pay for hours worked
- Public Works employees who are required to work on a regularly scheduled off day due to the holiday shall be paid holiday and additional hours for the time worked
- Part-time and temporary employees are not eligible for holiday pay.

*NOTE:* Employees who work a compressed work week will be scheduled for four (4) eight-hour days during the week in which the holiday falls. Department heads will assign staggered work hours for employees in order to maintain department extended hours if needed.
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: ________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
ATTACHMENT 2.B

SPONSOR: MAYOR ROBERT A. 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, 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, 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, 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, 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
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

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

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

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

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

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

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

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

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

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

SO RESOLVED this ___ day of ______________, 2014.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

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

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

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

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

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

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

WHEREAS, Mary Hicks Wimberly shall be appointed to serve on the Fire Civil Service
Board, effective as of December 1, 2014 and with said appointment term to expire on November
30, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same that, pursuant to Section 18-77 of the
Macon-Bibb County Code of Ordinances, Mayor Robert Reichert's appointment of Louie Mary Hicks Wimberly to the Macon-Bibb County Fire Civil Service Board is hereby confirmed.

SO RESOLVED this ____ day of ________________, 2014.

By:_________________________________

ROBERT A.B. REICHERT, Mayor

Attest:_________________________________

(Seal)

SHELIA THURMOND, Clerk of Commission
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: 

SHEILA THURMOND, 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

"Level Acres Drive Water Distribution System"

This Independent Contractor Agreement (hereinafter "Agreement") is entered to this day of ______________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter "County") and 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. Furthermore, 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 if or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of County Employees

Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation

During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement.
2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent of or joint venture with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form, at the time this Agreement is executed.

3. Warranties

3.1 Independent Contractor Warranties

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

3.2 Competent Work

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

3.3 Representations and Warranties

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

4.1 Drug Free Workplace

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

4.2 Prohibition on Unlawful Discrimination and Harassment

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

5. Termination

5.1 Termination for default

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

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

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public
enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term “subcontractor” shall mean a subcontractor at any tier.

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

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

5.2 Termination for Convenience

The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County's convenience. If this Agreement is terminated, in whole or in part, for the County's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar nation overnight courier
service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day
to (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.

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

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

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

(3) Cancellation of the public contract;

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

25. **Affirmative Action**

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

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

26. **Insurance Requirements**

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

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

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

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

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

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

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

27. Verifications and Compliance

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

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

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

On Behalf of Macon-Bibb County:

By: ___________________________  ___________________________
    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)
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

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

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect until satisfactorily completion of said project. Independent Contractor shall commence work within ten (10) days of the issuance of the Notice to Proceed. The performance period for completion is ninety (90) days from the issuance of the Notice to Proceed. This time frame includes an allotment of six (6) days for inclement weather. This time frame shall also include all clean up, demobilization, and other work necessary to return the project area to is final state.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall be in the amount of sixty-seven thousand three hundred seventy-seven dollars ($67,377.00) for the services and works provided to the County. Project must be completed within ninety (90) days of the issuance of the Notice to Proceed, or as otherwise specified above. Once the Project has been completed to the standards contained in this agreement, Independent Contractor will submit an invoice to County, and payment will be rendered by County to Independent Contractor within thirty (30) days of said invoice being received by County.

For each day that Project is not completed after the ninety (90) day period has run, Independent Contractor will be subject to liquidated damages in the amount of two hundred dollars ($200.00) per additional day required.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new and OBM 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

Attest: ____________________________
       Shelia Thurmond, Clerk of Commission

**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, Leo 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 0009958

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, Thomaston, Georgia, 30286

Sincerely,

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

INDICATION OF ROUNDBOARD SUPPORT

To the Georgia Department of Transportation:

Attn: Max Drongooole, 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:

By: ________________________________________

Title: Mayor, Macon-Bibb County

__________________________

Clerk
EXHIBIT B

Map of Proposed Area