MACON-BIBB COUNTY COMMISSION  
COMMITTEE MEETING SCHEDULE  
TUESDAY, APRIL 8, 2014  
9:00 A.M.  
LARGE CONFERENCE ROOM

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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</table>
| 9:00 a.m.    | Operations and Finance Committee | Commissioner Bechtel - Chairman  
Commissioner Lucas - Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins |
| Economic & Community Development Committee | Commissioner Schlesinger - Chairman  
Commissioner Tillman - Vice Chairman  
Commissioner DeFore  
Commissioner Lucas  
Commissioner Watkins |
| Public Safety | Commissioner Shepherd - Chairman  
Commissioner Watkins - Vice-Chairman  
Commissioner Lucas  
Commissioner Jones  
Commissioner Schlesinger |
| Facilities and Engineering Committee | Commissioner Tillman - Chairman  
Commissioner Jones - Vice-Chairman  
Commissioner Bechtel  
Commissioner DeFore  
Commissioner Shepherd |
| 5:30 p.m.    | NO WORK SESSION | All Commissioners |

Note: Depending on the amount of time required for each Committee, the meeting times are tentative. Committees may meet sooner or later than time indicated above.
Tuesday, April 8, 2014
OPERATION AND FINANCE COMMITTEE

Committee Members
Commissioner Bechtel - Chairman
Commissioner Lucas - Vice Chairman
Commissioner Shepherd
Commissioner Schlesinger
Commissioner Watkins
Charles Coney - Staff Contact

1. Approval of Minutes

Subject | A. Approval of Minutes from Special Called Meeting on March 18, 2014
Meeting | Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE
Category | 1. Approval of Minutes
Access | Public
Type | Minutes

File Attachments
3-18-2014.pdf (11 KB)

Subject | B. Approval of Minutes from Meeting on March 25, 2014
Meeting | Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE
Category | 1. Approval of Minutes
Access | Public
Type | Minutes

File Attachments
3-25-2014.pdf (12 KB)

2. Franchise Agreements

Subject | A. An Ordinance for Franchise to Tri-County EMC
Meeting | Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE
Category | 2. Franchise Agreements
Access | Public
Type | Action
3. OPEB Trust Agreement

Subject: A. A Resolution of Amendment to and Adoption of OPEB Trust Agreement
Meeting: Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE
Category: 3. OPEB Trust Agreement
Access: Public
Type: Action

File Attachments
4-8-2014 Adoption of OPEB Trust Agreement for Macon-Bibb County.pdf (114 KB)

4. Independent Portfolio Consultants

Subject: A. A Resolution to Authorize and Approve the Selection of Independent Portfolio Consultants
Meeting: Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE
Category: 4. Independent Portfolio Consultants
Access: Public
Type: Action

File Attachments
### 5. Investment Policy Amendment

**Subject**: A. An Ordinance to Amend Investment Policy  
**Meeting**: Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE  
**Category**: 5. Investment Policy Amendment  
**Access**: Public  
**Type**: Action

File Attachments  
4-8-2014 - Amendment to Investment Policy Section of Macon-Bibb County Financial Policies.pdf (101 KB)

### 6. Designation of Auditors for Macon - Bibb County

**Subject**: A. A Resolution to Designate Maulding and Jenkins as Auditors for Macon - Bibb County for FY2015  
**Meeting**: Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE  
**Category**: 6. Designation of Auditors for Macon - Bibb County  
**Access**: Public  
**Type**: Action

File Attachments  
4-8-2014 - Resolution designating Mauldin Jenkins auditors for Macon-Bibb.pdf (130 KB)

### 7. Recreation Lighting Supplier

**Subject**: A. A Resolution to Approve Supplier for Lighting at Various Recreation Centers  
**Meeting**: Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE  
**Category**: 7. Recreation Lighting Supplier  
**Access**: Public  
**Type**: Action

File Attachments  
4-8-2014 - Recreation Center Lighting Energy & Environment.pdf (133 KB)

### 8. Supplemental Budget Requests

**Subject**: A. An Ordinance To Appropriate Funds To District Attorney For Witness Fees for Trial  
**Meeting**: Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE  
**Category**: 8. Supplemental Budget Requests  
**Access**: Public
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<td>File Attachments</td>
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<tr>
<td>4-8-2014 - Transfer Funds to District Attorney to Fund Witness Fees.pdf (956 KB)</td>
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**Subject**  
B. An Ordinance to Appropriate Funds To Pay The EPD State Fine

**Meeting**  
Apr 8, 2014 - OPERATION AND FINANCE COMMITTEE

**Category**  
8. Supplemental Budget Requests

**Access**  
Public

**Type**  
Action

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<tr>
<td>4-8-2014 - Solid Waste Management Fund Transfer.pdf (969 KB)</td>
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9. Information Technology Update
SPECIAL CALLED MEETING
OPERATIONS AND FINANCE COMMITTEE

MINUTES

March 18, 2014

The Operations and Finance Committee was called to order at 4:00 p.m. by Committee Chairman Gary Bechtel.

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Ed DeFore
Commissioner Mallory Jones
Commissioner Al Tillman
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Chris Floore, Assistant to the County Manager
Judd Drake, County Attorney
Shelia Thurmond, Clerk of the Commission
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Crystal Jones, Asst. County Attorney
Sam Henderson, Exec. Asst. to the Mayor
Chris Johnson, Sr. Assistant County Attorney

COMMISSIONERS ABSENT
Mayor Pro Tem Bert Bivins
NEws MEDIA:
Shonti Tager, WGXH Fox 24
Jim Gaines, The Telegraph

VISITORS/GUESTS:
Hal Baskin, NewTown Macon
Carter Broun, Millworks, Athens, Ga
Conway Broun, Millworks, Athens, Ga
Josh Rogers, NewTown Macon
Dave Willis, ACCG
Jim Grubiak, ACCG

1. Request from Urban Development Concepts, LLC (UDC) for approval to draw up to $417,500 from DABC 2012 Bond Fund for pre-construction design and engineering expenses on property at 552 – 580 Cherry Street.

Commissioner Bechtel called on Hal Baskin to describe NewTown's role in developing downtown Macon and the use of Bond Funds. Mr. Baskin reported that in June 2012, $5,000,000 in bond funds were issued by Bibb County. The purpose was to provide gap style partial financing for acquisition and substantial rehabilitation of residential and mixed use property developments in downtown Macon. Projects are under the Management Agreement with Urban Development Concepts, LLC which is a subsidiary of NewTown Macon. With each project, the developer is required to have a bank loan of at least forty percent and an equity position composed of his own money equal to at least ten percent of the cost of each project. To date, funds for six projects have been committed. They include 377 Cotton Avenue, the Dannenberg Building, Lofts at 401 Cherry Street, Lofts at Poplar Street, Sports Hall of Fame and the Lamar Drug Store Building.

Mr. Baskin spoke about the building at 552-580 Cherry Street. This is a 63,000 sq ft. building which was foreclosed on by a bank. Mr. Broun, of Millworks Holding a company located in Athens, Ga, has
acquired the building with the plans to invest $6 M for redevelopment which will include street level shops, 40 apartments and a patio and parking in the back of the building. Millworks has completed several restoration projects in Athens and Augusta. Mr. Broun complimented Mr. Baskin Macon for his assistance. Mr. Broun stated the project will be completed in February 2015.

Mr. Drake spoke on the need to insure that the necessary documents were in place so that the new government could approve the start-up costs for this project. He stated that he would like the opportunity to talk to Jim Pannell and make sure that he had a clear understanding on what the criteria was for releasing funds.

Mayor Reichert stated how pleased he was to have Mr. Broun and his organization interested in downtown Macon. He continued that he was excited about the plans and opportunities it affords citizens to live in downtown Macon. Mayor Reichert agreed with Mr. Drake that he would like to make sure that all documents are in place before the Commission moves forward in approving the requests.

Commissioner Bechtel asked Mr. Drake if he could have the required documents ready by the March 25, 2014 meeting of the Operations and Finance Committee. Mr. Drake assured him that he would have them ready.

Commissioner Bechtel and Mayor Reichert thanked Mr. Baskin and Mr. Broun for their attendance and patience.

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

Shelia Thurmond, CCC
Clerk of the Commission
OPERATIONS AND FINANCE COMMITTEE

MINUTES

March 25, 2014

In the absence of a quorum of the Operations and Finance Committee, the meeting was convened as a Committee of the Whole at 9:00 a.m. by Mayor Robert A. B. Reichert.

COMMITTEE MEMBERS PRESENT:
Commissioner Elaine Lucas
Commissioner Scotty Shepherd

COMMITTEE MEMBERS ABSENT
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Virgil Watkins (arrived at 9:45 a.m.)

NEWS MEDIA:
Anita Oh, 13 WMAZ
Jim Gaines, The Telegraph
Perry Smith, WGXA Fox 24
Herbert Dennard, Ga. Informer

VISITORS/GUESTS:
Hal Baskin, NewTown Macon
Carter Broun, Millworks, Athens, Ga
Conway Broun, Millworks, Athens, Ga
Gene Dunwody, Dunwody Beeland Architects
Kay Gerhardt

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
Commissioner Mallory Jones
Commissioner Al Tillman (arrived at 9:30 a.m.)
Chief Deputy Russell Nelson, Sheriff’s Office
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Judd Drake, County Attorney
Shelia Thurmond, Clerk of the Commission
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Crystal Jones, Asst. County Attorney
Sam Henderson, Exec. Asst. to the Mayor

1. Approval of Minutes
   
   **ACTION:**
   
   No Action – deferred until the April 1, 2014 Pre-Commission Meeting
   
2. Authorization for Mayor to Name Representatives for General Obligation or Revenue Bond funds.

   Mayor Reichert stated that, presently, there are Bond Issues from Macon and Bibb County that need a Certificate with the current signature for individuals to act as a representative for Macon-Bibb County. Only one certificate is needed for each bond and once the two individuals are named they most likely will sign the certificate should other bond issues be needed. Commissioner Lucas asked if there was a process whereby the Commissioners would be notified when Bonds were being issued. Mayor Reichert stated that he would ensure that notification of the Commission was built in the process. Judd placed a conference call to Jim Pannell, Bond Counsel, who stated that the certificate was needed on GEFA and GMA Lease Pool bonds. He continued that it is the Mayor who would designate two people to sign the certificate.
ACTION:

No Action – deferred until the April 1, 2014 Pre-Commission Meeting

3. Approval of DABC 2012 Bond Funds

Mayor Reichert called on Hal Baskin to discuss NewTown Macon’s role in the Urban Development Concepts’ projects in Downtown Macon. Mr. Baskin stated one of the major goals of NewTown Macon is to redevelop and revitalize downtown Macon. Bibb County had issued $5 M in bond funds to provide gap style partial financing for the acquisition and substantial rehabilitation of residential and mixed use property developments in downtown Macon. Projects are under the Management Agreement with Urban Development Concepts, LLC which is a subsidiary of NewTown Macon. With each project, the developer is required to have a bank loan of at least forty percent and an equity position composed of his own money equal to at least ten percent of the cost of each project. To date, funds for six projects have been committed. They include 377 Cotton Avenue, the Dannenberg Building, Lofts at 401 Cherry Street, Lofts at Poplar Street, Sports Hall of Fame and the old Lamar Drug Building.

Mr. Baskin spoke about the property at 552-580 Cherry Street. This is a 63,000 sq ft building which was foreclosed on by a bank. Mr. Broun of Millworks Holding a company located in Athens, Ga, has acquired the building with the plans to invest $6 M for redevelopment which will include street level shops, 40 apartments and a patio and parking in the back of the building. Millworks has completed several restoration projects in Athens and Augusta. Mr. Broun complimented Mr. Baskin for his assistance. Mr. Broun stated the project will be completed in February 2015.

ACTION:

No Action – deferred until the April 1, 2014 Pre-Commission Meeting

4. Ordinance to Provide Local Preference for Procurement Services

Mayor Reichert stated this is an ordinance sponsored by Commissioner Jones. Commissioner Jones stated that there is a recommendation by GMA and ACCG that an ordinance be prepared in regards to professional services and the use of qualified Macon-Bibb County persons, firms or corporations. Mr. Drake stated that these services are not subject to the bid process, but if the Commission desires that a service be bid, then they may reject the submission of the individual for services and the bid process would be put in place. It was noted that the code provides for a 5% local preference.

ACTION:

No Action – deferred until the April 1, 2014 Pre-Commission Meeting

Mayor Reichert reminded the Commission that the items discussed at today’s meeting would be considered for action at the Pre-Commission meeting on Tuesday, April 1, 2014.

There being no further business and on motion duly made and seconded, the meeting was adjourned.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO TRI-COUNTY EMC; 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, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Tri-County EMC find the GMA approved model franchise agreement to be acceptable for the establishment of a new ordinance governing the Tri-County EMC’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

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.

The Ordinance Granting Franchise to Tri-County EMC attached hereto and made a part hereof as Exhibit “A” is hereby adopted and enacted, but shall not be published within the Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

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.

Section 5.

This Ordinance shall become effective upon the Mayor signing it.

SO ORDAINED this _____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ___________________________________________

Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO FLINT ELECTRIC MEMBERSHIP CORPORATION; 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, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Flint Electric Membership Corporation find the GMA approved model franchise agreement to be acceptable for the establishment of a new ordinance governing the Flint Electric Membership Corporation’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

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.

The Ordinance Granting Franchise to Flint Electric Membership Corporation attached hereto and made a part hereof as Exhibit “A” is hereby adopted and enacted, but shall not be published within the Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

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.

Section 5.

This Ordinance shall become effective upon the Mayor signing it.

SO ORDAINED this ___ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________
Clerk of the Commission
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION GRANTING A FRANCHISE TO CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION; 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, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Section 11(b)(8) of the Macon-Bibb County Charter, Macon-Bibb County has the authority to grant franchises to public utility companies; and

WHEREAS, both Macon-Bibb County and the Central Georgia Electric Membership Corporation find the GMA approved model franchise agreement to be acceptable for the establishment of a new ordinance governing the Central Georgia Electric Membership Corporation’s use of public rights-of-ways in Macon-Bibb County; and

WHEREAS, the amendments contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

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.

The Ordinance Granting Franchise to Central Georgia Electric Membership Corporation attached hereto and made a part hereof as Exhibit “A” is hereby adopted and enacted, but shall not be published within the Code of Ordinances of Macon-Bibb County, Georgia.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

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.

Section 5.

This Ordinance shall become effective upon the Mayor signing it.

SO ORDAINED this ___ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:________________________

Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT THE
AMENDMENT TO AND RESTATEMENT OF THE MACON-BIBB COUNTY OTHER
POST EMPLOYMENT BENEFITS TRUST AGREEMENT; AND FOR OTHER
PURPOSES.

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

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;

WHEREAS, the Macon-Bibb County Commission desires to amend the County Plan to provide
for the consolidation of the City of Macon and Bibb County;

NOW, THEREFORE, BE IT RESOLVED and it is hereby so resolved by the authority
of the same that the Macon-Bibb County Other Post-Employment Benefits Trust Plan, a copy of
which is attached 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

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF INDEPENDENT PORTFOLIO CONSULTANTS, INC. (IPC) AS THE FINANCIAL CONSULTANT FOR GENERAL FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, INTERNAL SERVICE FUNDS, AND NEW FUNDS; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission does hereby authorize and approve the selection of Independent Portfolio Consultants, Inc. (IPC) as the financial consultant for General Fund, Enterprise Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, and New Funds;

BE IT FURTHER RESOLVED that the Director of Finance and County Manager shall be authorized to take any and all actions necessary to effectuate the selection of Independent Portfolio Consultants, Inc. (IPC) as the financial consultant for General Fund, Enterprise Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, and New Funds;

BE IT FURTHER RESOLVED that the Mayor shall be authorized to execute the agreement with Independent Portfolio Consultants, Inc. (IPC) for consulting services, subject to review and approval of said agreement by the County Attorney.

SO RESOLVED this _____ day of ____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF INDEPENDENT PORTFOLIO CONSULTANTS, INC. (IPC) AS THE FINANCIAL CONSULTANT FOR GENERAL FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, INTERNAL SERVICE FUNDS, AND NEW FUNDS; AND FOR OTHER PURPOSES.

Referred to the Committee on

Date:

REPORT

Rendered

and

VOTE

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Total:
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE INVESTMENT POLICY SECTION FOR NON-RETIREMENT ASSETS OF THE FINANCIAL POLICIES FOR MACON-BIBB COUNTY BY REPLACING SAID SECTION IN ITS ENTIRETY WITH A NEW INVESTMENT POLICY SECTION FOR GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL PROJECT FUNDS, INTERNAL SERVICE FUNDS, ENTERPRISE FUNDS, AND NEW FUNDS; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission approved and adopted the Macon-Bibb County Financial Policies at its organizational meeting on December 31, 2013; and

WHEREAS, the Macon-Bibb County Commission now wishes to amend the Investment Policy section for non-retirement assets of the Financial Policies of Macon-Bibb County by replacing said investment policy section in its entirety with a new Investment Policy section for General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, Enterprise Funds, and New Funds; and

WHEREAS, the Macon-Bibb County Commission finds that this amendment is in the best interests of the Macon-Bibb County government.

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.

The Macon-Bibb County Financial Policies are hereby amended by deleting the Investment Policy section for non-retirement assets of the Macon-Bibb County Financial Policies and replacing said section in its entirety with the new attached Investment Policy for General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, Enterprise Funds, and New Funds.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

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 Amendment shall become effective on the date of its approval and adoption.

SO ORDAINED this ___ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:  SHELIA THURMOND, CLERK OF THE COMMISSION
MACON-BIBB COUNTY
INVESTMENT POLICY

FOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED:

This __________ day of __________________________, 2014.

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

ATTEST:

______________________________
Shelia Thurmond, Clerk of Macon-Bibb County Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION DESIGNATING MAULDIN AND JENKINS, LLC, AS THE OFFICIAL EXTERNAL AUDITOR FOR MACON-BIBB COUNTY, GEORGIA FOR FISCAL YEAR 2015; AND FOR OTHER 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, 2013 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, pursuant to Ga. Law 2012, page 5595 a Transition Task Force was created in order to assist with planning and preparing for the assumption of the new government of Macon-Bibb County; and

WHEREAS, the Transition Task Force, reviewed the applications of a number of accounting firms for the position of being the designated external auditor of Macon-Bibb County, Georgia for the remainder of fiscal year 2014, and delivered a recommendation of designating Mauldin and Jenkins, LLC, as the external auditor for Macon-Bibb County, Georgia for fiscal year 2014; and

WHEREAS, Mauldin and Jenkins, LLC, was the existing external auditor retained by both Bibb County and the City of Macon; and

WHEREAS, Mauldin and Jenkins, LLC, was designated and has served as external auditor of Macon-Bibb County, Georgia from the onset of the new government and as such is already familiar and knowledgeable of this matter; 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 Mauldin and Jenkins, LLC, is designated as the external auditor for Macon-Bibb County, Georgia for fiscal year 2015.
BE IT FURTHER RESOLVED that the Mayor has the authority to execute, on behalf of Macon-Bibb County, Georgia, any contracts or other documentation necessary to fulfill the designation made herein.

SO RESOLVED this ___ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF ENERGY & ENVIRONMENT, LLC, AS THE SUPPLIER OF RECREATION CENTER LIGHTING FOR BLOOMFIELD CENTER, ROSA JACKSON COMMUNITY CENTER, EAST MACON PARK, FRANK JOHNSON COMMUNITY CENTER, MEMORIAL GYMNASIUM, NORTH MACON PARK AND FREEDOM PARK (BOXING) IN THE AMOUNT OF ONE HUNDRED NINETY-TWO THOUSAND AND 00/100 ($192,000.00) TO BE PAID FROM SPLOST FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, it has been determined that several of the parks and recreations facilities are in need of lighting; and

WHEREAS, it has been determined that North Macon Park and Freedom Park are in need of specialized lighting; and

WHEREAS, the Macon-Bibb County Procurement Department publically solicited bids, hosted a mandatory pre-bid at which attendees were given the addresses and hours of operation for the facilities, and the attendees were instructed to tour each facility prior to submitting a bid; and

WHEREAS, three (3) bids were received, publicly opened, read and later tabulated; and

WHEREAS, all bidders were found responsive, having bids which were comparable and complete; and

WHEREAS, Energy & Environment, LLC, submitted the lowest bid and was found to be a responsible bidder; and

WHEREAS, Energy & Environment, LLC, is an electrical contractor specializing in energy efficient lighting and commercial lighting upgrades and has performed lighting efficiency projects of varying sizes throughout the United States and Georgia; and

WHEREAS, the Procurement Department concurs with the above findings and recommends a contract be entered into with Energy & Environment, LLC; 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 Energy & Environment, LLC, for the purchase of recreation center lighting for Bloomfield Center, Rosa Jackson Community Center, East Macon Park, Frank Johnson Community Center, Memorial Gymnasium, North Macon Park and Freedom Park in the amount of one hundred ninety-two thousand and 00/100 dollars ($192,000.00) to be paid from SPLOST funds in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ____________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________
Clerk of the Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $10,200 FROM FY 2014 GENERAL FUND BALANCE TO DISTRICT ATTORNEY TO FUND WITNESS FEES FOR TRIAL.

Purpose: To appropriate funding to from FY 2014 to District Attorney.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

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

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

SO ORDAINED this ______ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: 

Clerk of Commission
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $70,000 FROM FY 2014 SOLID WASTE MANAGEMENT FUND BALANCE TO THE LANDFILL DIVISION TO PAY THE EPD STATE FINE.

Purpose: To appropriate funding from FY 2014 Solid Waste Management Fund Balance to the Landfill Division.

WHEREAS, Commission did by ordinance on the 31st of December, 2013, adopt a budget for the operation of the City Functions for Fiscal Year 2014, said ordinance having become effective January 1, 2014 and having been amended by Mayor and Commission from time to time as necessary; and

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

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

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

SO ORDAINED this ______ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

Clerk of Commission
Tuesday, April 8, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

COMMITTEE MEMBERS
Commissioner Schlesinger - Chair
Commissioner Tillman - Vice Chair
Commissioner Lucas
Commissioner Defore
Commissioner Watkins
Julie Moore - Staff Contact

1. Approval of Minutes

Subject A. Approval of Minutes from meeting on March 25, 2014
Meeting Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 1. Approval of Minutes
Access Public
Type Minutes

File Attachments
3-25-2014.pdf (10 KB)

2. Informational Items

Subject A. Academy for Classical Education Presentation
Meeting Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 2. Informational Items
Access Public
Type Information

Subject B. Macon Charter Academy Presentation
Meeting Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 2. Informational Items
Access Public
Type Information

Subject C. Eisenhower Community Improvement District Update
Meeting Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 2. Informational Items
3. John Drew Tennis Center

Subject: A. Building Design Presentation by Bill McLees
Meeting: Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 3. John Drew Tennis Center
Access: Public
Type: Action

4. Georgia Emergency Management Agency Grants

Subject: A. A Resolution for GEMA Grant for Manuals, Equipment and Supplies in the Amount of $4,055
Meeting: Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 4. Georgia Emergency Management Agency Grants
Access: Public
Type: Action

File Attachments
- 4-8-2014 - GEMA Grant for Kits, Manuals, Equipment and Supplies.pdf (140 KB)

Subject: B. A Resolution for GEMA Grant for Law Enforcement Response Vehicle in the Amount of $52,240
Meeting: Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 4. Georgia Emergency Management Agency Grants
Access: Public
Type: Action

File Attachments
- 4-8-2014 - GEMA Grant for Law Enforcement Response Vehicle.pdf (138 KB)

Subject: C. A Resolution for GEMA Grant for K-9 Unit Goods and Services in the Amount of $3,000
Meeting: Apr 8, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 4. Georgia Emergency Management Agency Grants
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**File Attachments**

4-8-2014 - GEMA Grant for K-9 Goods and Services.pdf (139 KB)
The Economic and Community Development Committee was called to order at 10:30 a.m. by Committee Vice-Chairman Tillman.

**COMMITTEE MEMBERS PRESENT:**
Commissioner Ed DeFore
Commissioner Elaine Lucas
Commissioner Virgil Watkins
Commissioner Al Tillman

**COMMITTEE MEMBERS ABSENT:**
Commissioner Larry Schlesinger
**COMMISSIONERS ABSENT:**
Commissioner Gary Bechtel

**NEWS MEDIA:**
Jim Gaines, The Telegraph
Anita Oh, 13 WMAZ
Herbert Dennard

**VISITORS/GUESTS:**
Gene Dunwody, Dunwody and Beeland

1. Approval of Minutes from March 11, 2014 meeting.

   **ACTION:**

   *On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried unanimously with Commissioners Tillman and Lucas voting in the affirmative, the minutes of March 11, 2014 were approved.*

2. Resolution Making An Appointment to the Urban Development Authority

   Mayor Reichert introduced Kay Gerhardt and explained that Ms. Gerhardt had filled the unexpired term of a member who had moved out of town. The Mayor stated that Ms. Gerhardt was an active member and had brought her expertise in Urban Development to the Authority. Commissioner Lucas stated that, in the past, the procedure for appointments was to have resumes provided to the Commissioners and she would like to see that procedure continued. Mayor Reichert stated that he would make sure in the future that process was followed. Ms. Lucas stated that she was pleased to be able to vote for Mrs. Gerhardt’s appointment but that she would also like to see the Urban Development Authority attend meetings periodically to update the Commission on their work in the community. Commissioners Bivins and Tillman concurred and the Mayor stated that he would arrange for these updates to be scheduled.
ACTION:

On motion of Commissioner Watkins, seconded by Commissioner DeFore and carried unanimously with Commissioners Tillman, and Lucas voting in the affirmative, the resolution appointing Kay Gerhardt to the Macon-Bibb County Urban Development Authority, was approved.

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

Shelia Thurmond, CCC  
Clerk of the Commission
ATTACHMENT 4.A

SPONSOR: MAYOR A.B. REICHERT

A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A" FOR ACCEPTANCE OF A GRANT OF $4,055.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF VARIOUS KITS, MANUALS, EQUIPMENT, AND SUPPLIES; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $4,055.00 to purchase CERT kits, manuals, equipment and supplies, for the purpose of citizen preparedness and volunteer efforts.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Macon and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $4,055.00 to purchase thirty-six (36) CERT kits, thirty-six (36) CERT manuals, fifty (50) CERT vests, and fifty (50) first aid kits, one (1) moulage supplies, and fifty (50) duct tape for the purpose of citizen preparedness and volunteer efforts, in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this ___ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
Clerk of the Commission
A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A" FOR ACCEPTANCE OF A GRANT OF $52,240.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF ONE LAW ENFORCEMENT RESPONSE VEHICLE; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $52,240.00 to purchase one law enforcement response vehicle for the purpose of sustaining, maintaining and enhancing public safety response team's equipment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Macon and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $52,240.00 to purchase one Response Vehicle Model 12VE-00-MISS for law enforcement purposes, in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this _____ day of __________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________
Clerk of the Commission
A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A" FOR ACCEPTANCE OF A GRANT OF $3,000.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF VARIOUS GOODS AND SERVICES FOR K-9 UNIT; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $3,000.00 to purchase K-9 food, vet care, treats, toys, medicine and PPE ensemble for K-9 handler, for the purpose of sustaining, maintaining and enhancing public safety.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Macon and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $3,000.00 to purchase ten (10) Food for EOD K-9, one (1) vet care for EOD K-9, one (1) PPE Ensemble for K-9 Handler, and one (1) Treats, Toys, Medicine for K-9 for the purpose of sustaining, maintaining, and enhancing public safety, in substantially the same form as attached hereto as Exhibit "A."

SO RESOLVED this _____ day of ________________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
Clerk of the Commission
A RESOLUTION OF THE MAYOR AND MACON-BIBB COUNTY COMMISSION, AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A” FOR ACCEPTANCE OF A GRANT OF $3,000.00 FROM THE GEORGIA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF VARIOUS GOODS AND SERVICES FOR K-9 UNIT; AND FOR OTHER PURPOSES.

Purpose: To approve an agreement with the Georgia Emergency Management Agency to accept $3,000.00 to purchase K-9 food, vet care, treats, toys, medicine and PPE ensemble for K-9 handler, for the purpose of sustaining, maintaining and enhancing public safety.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Macon and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Subgrant Agreement with the Georgia Emergency Management Agency for acceptance of a grant of $3,000.00 to purchase ten (10) Food for EOD K-9, one (1) vet care for EOD K-9, one (1) PPE Ensemble for K-9 Handler, and one (1) Treats, Toys, Medicine for K-9 for the purpose of sustaining, maintaining, and enhancing public safety, in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ____ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: _______________________
Clerk of the Commission
1. Approval of Minutes

Subject: A. Approval of Minutes from Meeting on March 11, 2014
Meeting: Apr 8, 2014 - PUBLIC SAFETY COMMITTEE
Category: 1. Approval of Minutes
Access: Public
Type: Minutes

File Attachments
3-11-2014.pdf (10 KB)

2. Fire Civil Service System

Subject: A. An Ordinance to Establish the Fire Civil Service System
Meeting: Apr 8, 2014 - PUBLIC SAFETY COMMITTEE
Category: 2. Fire Civil Service System
Access: Public
Type: Action
The Public Safety Committee was called to order at 11:00 a.m. by Committee Chairman Shepherd.

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Al Tillman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Chief Russell Nelson, Sheriff’s Office
Dale Walker, County Manager
Chief Marvin Riggins, Fire Department
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Judd Drake, County Attorney
Shelia Thurmond, Clerk of the Commission
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Chris Johnson, Asst. County Attorney
Crystal Jones, Asst. County Attorney
Ben Hubbard, Human Resources Director
Asst. Chief Shane Edwards, Fire Department
David Fortson, County Engineer
Jeanetta Watson, Election Supervisor

COMMISSIONER ABSENT
Mayor Pro Tem Bert Bivins

NEWS MEDIA:
Jim Gaines, The Telegraph
Anita Oh, 13 WMAZ

VISITORS/GUESTS:
Theron Ussery, SPLOST Advisory Committee

1. Approval of Minutes

ACTION:

On motion of Commissioner Jones, seconded by Commissioner Schlesinger, and carried unanimously with Commissioners Lucas, Shepherd and Watkins voting in the affirmative, the minutes of the February 25, 2014 meeting were approved as written.

2. Ordinance Regarding the Operation of Ambulance Services

Mr. Drake discussed the ordinance regarding the operation of the ambulance services. The ordinance provides that ambulance services must provide equipment and personnel capable of providing advanced life support for emergency calls. Commissioner Shepherd stated that Mid Georgia is aware of the ordinance and supports Macon-Bibb County’s efforts to protect the citizens by assuring that they receive optimal life-saving medical treatment when required.
ACTION:

On motion of Commissioner Jones, seconded by Commissioner Schlesinger, and carried unanimously with Commissioners Lucas, Shepherd and Watkins voting in the affirmative, the ordinance to adopt business regulations regarding the operation of ambulance services was approved.

3. Ordinance Establishing the Fire Civil Service System

Mr. Hubbard discussed the promotion process presently in place at the Fire Department. Chief Riggins stated that there is a good retention of officers. The promotion test, which was put in place in 2006, prepares people to be promoted and the Chief stated that all officers are instructed on areas that are on the test. Experience does play an important part of the promotion process but that must be coupled with the test results. Each individual receives a score card so they are aware of how they did on the exam and their areas of strength and weakness. Chief Riggins stated that most officers are also trained on the EMT level. Mr. Drake stated that the consolidation bill provides for a Fire Civil Service Board which will have its members appointed by the Mayor.

ACTION:

On motion of Commissioner Jones, seconded by Commissioner Schlesinger, and carried unanimously with Commissioners Lucas, Shepherd and Watkins voting in the affirmative, the item was deferred for further investigation.

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

Sheilia Thurmond, CCC
Clerk of the Commission
Tuesday, April 8, 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 Minutes

Subject: A. Approval of Minutes from Meeting on March 25, 2014
Meeting: Apr 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 1. Approval Minutes
Access: Public
Type: Minutes

File Attachments
3-25-2014.pdf (10 KB)

2. SPLOST Projects Management

Subject: A. A Resolution to Execute An Amendment to Contractor Agreement with Rumcreek Enterprises for SPLOST Management Services
Meeting: Apr 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category: 2. SPLOST Projects Management
Access: Public
Type: Action

File Attachments
4-8-2014 - SPLOST Project Management Services with Rumcreek Enterprises.pdf (2,562 KB)

3. Landfill Update
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

March 25, 2014

The Facilities and Engineering Committee was called to order at 10:45 a.m. by Committee Chairman Al Tillman.

**COMMITTEE MEMBERS PRESENT:**

Commissioner Ed DeFore
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Al Tillman

**COMMITTEE MEMBERS ABSENT**

Commissioner Gary Bechtel
Commissioner Larry Schlesinger

**NEWS MEDIA:**

Jim Gaines, The Telegraph
Anita Oh, 13WMAZ

**VISITORS/GUESTS:**

Herbert Dennard, QA Informed

**OTHERS PRESENT:**

Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins
Commissioner Virgil Watkins
Commissioner Elaine Lucas
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Sheila Thurmond, Clerk of the Commission
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Judd Drake, County Attorney
Crystal Jones, Asst. County Attorney

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1. Approval of Minutes from the March 11, 2014 meeting.

   Commissioner Shepherd stated that he understood that the minutes needed to be amended in regards to the Resolution Regarding Beaumont Heights Subdivision. The sentence should read “Once the cost is determined, costs for repairs will be billed to the property owners.”

   **ACTION:**

   On motion of Commissioner Jones, seconded by Commissioner Shepherd and carried unanimously with Commissioners DeFore, and Tillman voting in the affirmative, the amended minutes of the March 11, 2014 meeting were approved as amended.

2. Resolution Regarding Anti-Salvaging Policy

   Mr. Layson stated that the resolution was to cover all public works employees and to help define what the expectations are for the employees. The policy will be added to the employees Policies and Procedures Manual.
ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Shepherd and carried unanimously with Commissioners Jones and Tillman voting in the affirmative, the resolution to amend the Macon-Bibb County Government Policies and Procedures Manual so as to add an Anti-salvaging Policy was approved.

Commissioner Lucas stated she is receiving calls regarding dirt roads located in what was once the unincorporated areas of the county that need either maintenance or the constituent would like them paved. She requested a list be developed that would show how many unpaved roads there are in the community and how many of these roads have request in to have them paved. She also requested a timetable as to when roads are scheduled to be paved. Commissioner Tillman stated that he is receiving calls regarding the maintenance of storm drains. Commissioner Blivins stated that, in the past, storm drains have sometimes been maintained when in fact, the government did not have the easement to the storm drain. Mayor Reichert stated for a storm drain to be maintained it must be deeded to the government.

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

Sheila Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AMENDMENT TO AND RESTATED
INDEPENDENT CONTRACTOR AGREEMENT WITH RUMCREEK ENTERPRISES,
LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES ON ALL
CITY OF MACON AND BIBB COUNTY SPLOST PROJECTS; AND FOR OTHER
PURPOSES.

WHEREAS, Satilla Investments, LLC and the City of Macon are presently parties to an
Independent Contractor Agreement dated September 1, 2012, (the “Original Project Management
Agreement”), concerning Satilla Investments, LLC providing consulting project management
services related to the Second Street SPLOST project at a cost of seventy-five thousand dollars
($75,000.00) per year;

WHEREAS, the Second Street project is a SPLOST project of the City of Macon;

WHEREAS, the City of Macon and Bibb County have consolidated to form the new
Macon-Bibb County government;

WHEREAS, the City of Macon and Bibb County have previously utilized different firms
to provide consulting project management services related to their respective SPLOST projects;

WHEREAS, Clay Murphey is the managing member of both Satilla Investments, LLC
and Rumcreek Enterprises, LLC;

WHEREAS, Satilla Investments, LLC desires to assign its interests under the Original
Project Management Agreement to Rumcreek Enterprises, LLC;

WHEREAS, Rumcreek Enterprises, LLC has agreed to provide consulting project
management services at an additional cost of fifty thousand dollars ($50,000.00) for all SPLOST
projects of the City of Macon and Bibb County;

WHEREAS, Macon-Bibb County will recognize financial and administrative benefits
from using the same firm for consulting project management services related to SPLOST funded
projects; and

WHEREAS, Rumcreek Enterprises, LLC and Macon-Bibb County now desire to amend
certain provisions of and restate in its entirety the Original Project Management Agreement to
allow for providing consulting project management services for all SPLOST projects of both
the City of Macon and 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 amendment to and restated Independent Contractor Agreement with Rumcreek Enterprises, LLC for SPLOST Consulting Management Services on all City of Macon and Bibb County SPLOST projects is hereby approved at an amended contract price of one hundred twenty-five thousand dollars ($125,000.00) per year;

BE IT FURTHER RESOLVED that the Mayor is authorized to execute said agreement and to take any and all further actions necessary for effectuating said agreement.

SO RESOLVED this ____ day of __________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION
AMENDMENT TO AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT WITH RUMCREEK ENTERPRISES, LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES

This Amendment to and Restated Independent Contractor Agreement (the “Agreement”) is made this ___ day of ______________, 20__, between Macon-Bibb County, a political subdivision of the State of Georgia, and Rumcreek Enterprises, LLC, a Georgia limited liability company (“Independent Contractor”), collectively referred to as the “Parties,” individually may be referred to as “Party.”

WITNESS:

WHEREAS, Satilla Investments, LLC and the City of Macon are presently parties to an Independent Contractor Agreement dated September 1, 2012, (the “Original Project Management Agreement”), concerning Satilla Investments, LLC providing consulting project management services related to the Second Street SPLOST project at a cost of seventy-five thousand dollars ($75,000.00) per year;

WHEREAS, the Second Street project is a SPLOST project of the City of Macon;

WHEREAS, the City of Macon and Bibb County have consolidated to form the new Macon-Bibb County government;

WHEREAS, the City of Macon and Bibb County have previously utilized different firms to provide consulting project management services related to their respective SPLOST projects;

WHEREAS, Clay Murphrey is the managing member of both Satilla Investments, LLC and Rumcreek Enterprises, LLC;

WHEREAS, Satilla Investments, LLC desires to assign its interests under the Original Project Management Agreement to Rumcreek Enterprises, LLC;

WHEREAS, Rumcreek Enterprises, LLC has agreed to provide consulting project management services at an additional cost of fifty thousand dollars ($50,000.00) for all SPLOST projects of the City of Macon and Bibb County;

WHEREAS, Macon-Bibb County will recognize financial and administrative benefits from using the same firm for consulting project management services related to SPLOST funded projects; and
WHEREAS, Rumcreek Enterprises, LLC and Macon-Bibb County now desire to amend certain provisions of and restate in its entirety the Original Project Management Agreement to allow for providing consulting project management services for all SPLOST projects of both the City of Macon and Bibb County;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and covenant 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 consulting project management services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A,” which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit “A”, provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by Macon-Bibb County at Macon-Bibb County’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 Macon-Bibb County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of Macon-Bibb County employees. Independent Contractor can recommend certain actions to be taken by Macon-
Bibb County employees to either the Mayor or the County Manager, but Macon-
Bibb County is under no obligation to accept or follow such recommendations.

1.5 Macon-Bibb County’s Assistance and Cooperation.
During the Independent Contractor’s performance of this Agreement, Macon-
Bibb 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 Macon-Bibb 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 of the
Independent Contractor’s obligations under this Agreement.

2. Non-Employment Relationship between Macon-Bibb 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 Macon-Bibb
County an employer, partner, agent of or joint venturer with Independent
Contractor for any purpose. Independent Contractor shall have no claim against
Macon-Bibb 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 Consulting Fee and all payments to 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 Macon-
Bibb 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 Macon-Bibb County without Macon-Bibb County's prior written consent.

4. Macon-Bibb County 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. Macon-Bibb County has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment
Macon-Bibb County does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or any other federal protected classification in any employment policies and practices. Macon-Bibb County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while performing any services under this contract. Macon-Bibb County has a no tolerance policy for violation of this rule.

5. Termination

5.1 Termination for default
(a) Macon-Bibb 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; 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 Macon-Bibb County may authorize in writing) after receipt of notice from Macon-Bibb County specifying such failure.

(b) In the event Macon-Bibb County terminates this Agreement in whole or in part as provided in subparagraph (a) above, Macon-Bibb County may procure, upon such terms and in such manner as Macon-Bibb County may deem appropriate, services similar to those so terminated. Independent Contractor shall
not be liable for any excess costs for the same provided that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) 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.

(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 Macon-Bibb 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
Macon-Bibb County may at any time by providing fourteen (14) days written notice terminate all or any part of this Agreement for Macon-Bibb County's convenience. If this Agreement is terminated, in whole or in part, for Macon-Bibb 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 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.

5.3 Suspension and Termination for Non-Payment
If Independent Contractor fails to receive payment when due for services and expenses, Independent Contractor may, upon seven (7) days written notice to Macon-Bibb County, suspend performance of the services without further notice. Upon a suspension of services, Independent Contractor shall have no liability to Macon-Bibb County for delay, damage, or additional costs caused by such
suspension. If Independent Contractor fails to receive payment within seven (7) days of providing the notice of suspension, provided for herein, Independent Contractor can terminate this Agreement for convenience by providing written notice to Macon-Bibb County of such termination.

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 national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For Macon-Bibb County:
Mayor
Macon-Bibb County
700 Poplar St.
Macon, GA 31202

For Independent Contractor:
Rumorock Enterprises, LLC
318 Buford Pl
Macon, GA 31204

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 Macon-Bibb 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 Macon-Bibb County's property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security and safety requirements and traffic regulations. The Independent Contractor, and any subcontractor used by the in connection with this Agreement, shall carry Workers' 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 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 Macon-Bibb County's request, the Independent Contractor shall furnish to Macon-Bibb County certificates from the Independent Contractor's insurers showing such coverage in effect and agreeing to give Macon-Bibb County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance
Macon-Bibb 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 Macon-Bibb 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 Requirements
When operating on the property of Macon-Bibb County, the Independent Contractor shall abide by Macon-Bibb County’s applicable Risk Management Requirements, as may be provided from time to time by Macon-Bibb County.

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

9. Waiver
Macon-Bibb 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 Macon-Bibb County’s prior written consent. Such consent can be withheld for any, or for no, reason by Macon-Bibb County. Macon-Bibb County consents to the assignment by Satilla Investments, LLC of its
interests under the Original Project Management Agreement to Rum Creek Enterprises, LLC.

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 make 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 Bibb County, Georgia.

13. Publicity

Independent Contractor shall not release without prior written approval from Macon-Bibb County, any publicity regarding the program or services provided by Independent Contractor for Macon-Bibb 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 Macon-Bibb 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 Macon-Bibb 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 neuter 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. This 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 Macon-Bibb County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. Macon-Bibb 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 Macon-Bibb County's direction.

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

MACON-BIBB COUNTY:

By: ____________________________ ____________________________
    Robert A.B. Reichert, Mayor                              Date

Attested: ____________________________ ____________________________
          Sheilia Thurmond, Clerk of Commission               Date

INDEPENDENT CONTRACTOR:

RUMCREEK ENTERPRISES, LLC

By: ____________________________ ____________________________
    Clay Murphey, Member/Manager                              Date

F:\Att\JTD\Contracts\Rumcreek Enterprises LLC Project Management Consulting Agreement, 4-2-14.doc
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will be responsible for capturing and reporting all information relevant to SPLOST funded projects for both the City of Macon and Bibb County, as identified in the 2011 SPLOST Intergovernmental Agreement between the City of Macon and Bibb County ("Projects").

During the term of this service addendum, Independent Contractor will interface with Macon-Bibb County departments and outside contractors and suppliers to obtain current information on the assigned Projects for the provision of updates and progress reports to the Mayor, Macon-Bibb County Commission, County Manager, Director of Finance, and the SPLOST Advisory Committee.

In conjunction with Macon-Bibb County, the Independent Contractor will develop a budgets and timelines for the Projects, and shall track project milestones and deliverables.

Independent Contractor will also be responsible for coordinating the private sector economic investment with the public sector planning and infrastructure improvements relating to all Projects.

Independent Contractor shall coordinate with the Mayor, Macon-Bibb County Commission, County Manager, Director of Finance, and the SPLOST Advisory Committee to develop and provide the Peyton Anderson Foundation (Foundation) with written reports required by grant(s), if any, received by Macon-Bibb County from the Foundation.

The Mayor and/or County Manager, with the written consent of the Independent Contractor, may assign additional project management duties to the Independent Contractor in connection with any Project.

TERM: This engagement shall commence on the date this Agreement and Addendum are executed by Macon-Bibb County and shall continue in full force and effect for one (1) calendar year, or earlier upon completion of the Contractor’s duties under this Agreement. Upon the expiration of the original term, this Agreement shall automatically renew provided the contractor’s duties have not been completed for three (3) consecutive renewal terms of one (1) year each, provided that Macon-Bibb County does not provide the Contractor with notice, sixty (60) prior to the expiration date of the original term, that Macon-Bibb County intends not to renew the Agreement or the Addendum.
The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement or the laws of the State of Georgia.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, Macon-Bibb County shall pay the Independent Contractor a flat fee of one hundred twenty-five thousand dollars ($125,000.00) per year; said compensation to be made in twelve (12) equal monthly payments, after Macon-Bibb County has received a dated invoice from the Independent Contractor.

Said compensation amount is being provided as follows:

(1) Seventy-five thousand dollars ($75,000.00) for services related to the Second Street Project; and

(2) Fifty thousand dollars ($50,000.00) for services related to all additional Projects.

If requested by Macon-Bibb County, Independent Contractor shall provide any and all documents that Macon-Bibb County may reasonably require to process the monthly invoice statements of the Independent Contractor.

All invoices are to be paid thirty (30) days from invoice date. If invoice are “back dated”, then, payment will be remitted thirty (30) days from receipt of the invoice.

EXPENSES:

All expenses incurred by the Independent Contractor not specifically agreed to by Macon-Bibb County in writing, shall be incurred at the sole cost of the Independent Contractor.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT WITH RUMCREEK ENTERPRISES, LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES ON ALL CITY OF MACON AND BIBB COUNTY SPLOST PROJECTS; AND FOR OTHER PURPOSES.

Referred to the Committee on ____________

Date: ____________

**REPORT**

Rendered ________________

and ________________

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