**MACON - BIBB COUNTY COMMISSION**  
**MEETING SCHEDULE**  
**TUESDAY, MAY 12, 2015**  
**LARGE CONFERENCE ROOM**  
**GOVERNMENT CENTER**  
**700 POPLAR STREET**

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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| 9:00 a.m.    | Operations and Finance Committee | Commissioner Bechtel - Chairman  
Commissioner Lucas – Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins |
| 10:00 a.m.   | Special Called Meeting | All Commissioners |
|              | Economic & Community Development Committee | Commissioner Schlesinger - Chairmen  
Commissioner Lucas – Vice Chairman  
Commissioner DeFore  
Commissioner Tillman  
Commissioner Watkins |
|              | Facilities and Engineering Committee | Commissioner Jones – Chairmen  
Commissioner Tillman – Vice Chairman  
Commissioner Shepherd  
Commissioner Schlesinger  
Commissioner DeFore |
|              | Public Safety Committee | Commissioner Shepherd – Chairmen  
Commissioner Watkins – Vice Chairman  
Commissioner Lucas  
Commissioner Schlesinger  
Commissioner Jones |
|              | Lunch      | All Commissioners  
Small Conference Room |
| 1:00 p.m.    | Work Session | All Commissioners  
Commission Chambers |
Tuesday, May 12, 2015
OPERATIONS AND FINANCE COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From the April 28, 2015 Meeting
Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
4-28-2015.pdf (26 KB)

2. AGREEMENTS TO BE EXECUTED

Subject: A. A Resolution Of The Mayor Macon-Bibb County Commission To Approve A Software License And Support Agreement Between Macon-Bibb County And Journal Technologies, Inc. For Computer Software And Maintenance Services For The Bibb County Courts For Six Years For $3,178,046.45; To Authorize The Mayor To Execute Said Agreement In Substantially The Same Form As Attached Hereto As Exhibit "A"; And For Other Purposes.
Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
5-12-2015 - Res Aqrnt Journal Tech for Software $3178046 45.pdf (4,736 KB)

Subject: B. A Resolution Authorizing the Mayor to Execute An Agreement with Flint Equipment Company, for the Purchase of a 2015 John Deere 50G With 24” Bucket - Hydraulic Excavator for Use By The Public Works Department In the Amount of $56,464.70 To Be Paid From General Funds
C. A Resolution to Authorize the Mayor to Execute an Intergovernmental Agreement Between Macon-Bibb County and Office of the Georgia Secretary of State to Provide Fiber-Optic Connectivity to the Local Secretary of State Office

Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments:
5-12-2015 - Res Agrmt Flint Equipment 2015 John Deere $56464 70.pdf (4,301 KB)

D. A Resolution Authorizing the Mayor to Execute a Short-Term Lease Agreement Between Macon-Bibb County and NewTown Macon, Inc. For A Concert to Be Held at 448 Mulberry Street On May 30, 2015

Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action
SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments:
5-12-2015 - Res Short-term Lease Agrmt with Newtown Macon Concert 2015.pdf (600 KB)

E. A Resolution Authorizing The Mayor To Execute An Agreement With Tydings And Rosenberg, LLP at a Not To Exceed Budgeted Amount of $101,380, For Phase I of the Services Necessary for the Creation and Implementation of a Comprehensive Strategy To Establish Legally Defensible Economic Inclusion Policies and Practices For Macon-Bibb County That Will Effectively Increase Capacity and Maximize Contract Participation By Small, Local and Minority-Owned Businesses; and Providing For Inclusion Of The Funds Necessary for Completion of the Phase I Services In The FY 2016 Budget of the Small Business Affairs

Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. AGREEMENTS TO BE EXECUTED
3. AMENDING THE CODE

Subject: A. An Ordinance Amending Article I Chapter 19 Of The Code of Ordinances To Update The Definition of "Local Vendor" and "Local Offeror" For Procurement Award Purposes

Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 3. AMENDING THE CODE

Access: Public

Type: Action

SPONSORED BY COMMISSIONER MALLORY C. JONES, III

4. GRANT REQUESTS AND AWARDS

5. SUPPLEMENTAL BUDGET REQUESTS

Subject: A. An Ordinance Of The Commission Of Macon-Bibb County, Georgia To Appropriate $107,870 From Fund Balance To Pay The Outstanding Pension Payment Due To Bibb County Pension Plan For KMBBC Participants Prior To July 2006

Meeting: May 12, 2015 - OPERATIONS AND FINANCE COMMITTEE

Category: 5. SUPPLEMENTAL BUDGET REQUESTS

Access: Public

Type: Action

File Attachments
5-12-2015 - Ord KMBBC Payment from 1968 Pension $107870.00.pdf (2.178 KB)

6. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

April 28, 2015

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

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
Commissioner Al Tillman
Dale Walker, County Manager
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Julie Moore, Assistant to the County Manager
Chris Floore, Assistant to the County Manager
Judd Drake, County Attorney
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Ben Hubbard, Director of Human Resources
Jean Howard, Clerk of the Commission
Janice Ross, Asst. Clerk of the Commission
Nyesha Daley, Director of Procurement
Dr. James Bumpus, Director of Small Business Affairs
Wanzina Jackson, Director of Economic & Community Dev.
Shane Edwards, Asst. Chief, Fire Department

VISITORS/GUESTS:
Tim Jones
Carl Fambro
Sam Macie

NEWS MEDIA
Phillip Ramati, The Telegraph
Anita Oh, WMAZ TV

1. Approval of minutes from the April 14, 2015 meeting

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the minutes of April 14, 2015 were approved as written.

2. Agreements To Be Executed

A. Agreement with FranCar’s

Discussion

Carl Fambro, owner of FranCar’s, stated that he would be opening the snack bar at Bowden Golf Course in approximately six weeks. He will be serving a light breakfast of
pastries and of course, his standard wings and sandwiches for lunch. He continued that he has reached out to neighbors and churches in the neighborhood and has encouraged them to bring children in for golf lessons. He has also met with the golf manager regarding some of his ideas to get children involved.

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Lucas and Shepherd voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with FranCar’s Inc. for the lease of space at 3111 Millerfield Road, A/K/A Bowden Golf Course Snack Bar was approved.*

**B. Agreement with American Safety & Fire Hose**

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Shepherd, Lucas and Bechtel voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with American Safety & Fire Hose for the Purchase of 12 Open-Circuit Self-Contained Breathing Apparatus (SCBA), 12 Self-Contained Breathing Apparatus with Two face masks per cylinder (small and medium) and 18 additional face masks for the Fire Department in the amount of $67,500 from budget funds was approved.*

**C. 2013 UDA Bonds for the Sears Building**

**Discussion**

Clay Murphey, SPLOST Administrator, stated that the repairs to the Sears Building have far exceeded the expected costs. He stated that the roof repairs were approximately $200,000, all HVAC was replaced at an additional $200,000, all electrical panels had to be replaced at a cost of $530,000; in other words to bring the building up to code was over $700,000. He continued that the Probation office should be moving in approximately two to three weeks and the remainder of the building should be finished by the end of June or early July.

Mr. Murphey continued that the money allocated for Lake Tobsosfkee was to build a conference center and offices. Julie Moore, Assistant to the County Manager, stated that even after moving the $500,000 there would still be a balance of $500,000 in the bond account for Tobsosfkee.

Clay Murphey stated that he was expecting that the full $500,000 would not be required.

**ACTION**

*On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Shepherd and Bechtel voting in the affirmative, the resolution to transfer among projects within the 2013 UDA Bonds from Lake Tobsosfkee Projects to the Sears Building for the amount of $500,000 was approved.*
D. An Agreement with Thyssenkrupp Elevator Americas for Sears Building

**ACTION**

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners, Shepherd Lucas and Bechtel voting in the affirmative, the resolution authorizing the Mayor to execute an agreement for $56,650 with Thyssenkrupp Elevator Americas for the Sears Building was approved.

E. RFP for Rescue Group Services

**Discussion**

Steve Layson, Assistant County Manager, stated that in many other organizations, the adoptions and spay and neutering services are handled by an independent animal rescue group. This takes some of the burden off the Animal Welfare Center staff. The Animal Welfare Center currently has 95 dogs and 10 cats but is only licensed for 80 dogs and 40 cats. It is hoped that a 501C3 agency will be found who will take over the work of adoptions and spay and neutering. Mayor Reichert stated that he hoped the adoption fee would go to the rescue group thereby encouraging them to take on this service. He added that the Administration is looking into starting the procedure of registering dogs and cats through the Veterinarians. The hope is the registration would be tied to the rabies vaccine so, in other words, a pet owner would have their pet registered at the same time their pets receive the rabies shot.

**ACTION**

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Shepherd, and Bechtel voting in the affirmative, the resolution authorizing the Mayor to issue a Request For Proposal (RFP) for rescue group services which will include operation of the adoption portion of the Animal Welfare Center and providing spay and neuter services was approved.

3. Amending the Code

**Discussion**

Commissioner Watkins spoke to the resolution regarding the Adult Arcade problem in the County. He stated that in the State of Georgia, Gambling Anonymous receives an average of 4,000 calls per year. On the statistic sheets he distributed, in zip code 31206 approximately $21,591,434 is played every year with only $16,707,247 in redemptions. This is a winning percent of 77.38. The median earnings for workers in this zip code is $16,574. The inspection of these machines now falls under the Georgia Lottery who currently have only six inspectors for the entire State. He continued that the licenses were renewed in April of this year so he would like to see a licensing fee of $5,000 per business be imposed in 2016. The money from this fee would be deposited to a special fund and would be used for credit counseling, ad campaigns and education on the dangers of gambling. Commissioner Lucas stated that the State presently regulates the gambling machines and although she applauded Commissioner Watkins for his work believes that it requires more investigation by the legal department to determine how the County would license the machines. Commissioners Bechtel and Schlesinger also thanked Commissioner Watkins for his hard work but believe that it will take some work on the part of the legal department to determine
how best to handle the problem. Commissioner Schlesinger stated that this does make a statement to the community regarding the problem. Commissioner Bechtel stated that his concern was that most of the HOPE scholarship money goes to the metro area while the funds are raised in the Central Georgia area. Commissioner Watkins stated that the District Attorney is presently dealing with Point of Sales and the Sheriff is dealing with the regulation where the machine give money instead of store credit.

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger, Watkins, and Bechtel voting in the affirmative, the ordinance to amend Chapter 7, Article II of the inaugural Code of Ordinances to add Division 23 – Adult Arcade; to codify regulations for adult arcades and to provide for other lawful purposes was tabled for further legal research and to allow time for a public hearing.*

4. Grant Requests and Awards

A. Acceptance of the Outdoor Film Screening Grant

**Discussion**

Julie Moore, Assistant to the County Manager, stated the funds would rent movies to be shown on various occasions around the County. The screen was purchased previously.

**ACTION**

*On motion of Commissioner Lucas, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins, Shepherd and Bechtel voting in the affirmative, the Resolution authorizing the acceptance of the outdoor film screening grant in the amount of $15,000 awarded from Knight Foundation to the Recreation Department was approved.*

B. Economic and Community Development Department CDBG, Home and ESG Proposed Budget

**Discussion**

Wanzina Jackson, Director of Economic and Community Development, reviewed the Proposed Budget. Ms. Jackson reported there is $1,654,426 in the Revolving Loan Fund. In the Home Entitlement Fund for 2016 there is $562,070 and the Program income is $150,000 for a total of $712,070.

In the Public Services Account the proposed funding is as follows:

- Austin Smith Center for Development: $9,830.00
- Boys and Girls Club of Central Georgia: $8,519.00
- Crisis Line and Safe House: $25,000.00
- Deapul USA: $20,000.00
- Family Advancement Ministries: $8,500.00
- Family Counseling Center of Central Ga.: $17,686.00
- Habitat for Humanity: $6,405.00
Home First: 62,810.00
Loaves and Fishes Ministry of Macon: 18,250.00
Mentors Projects: 8,000.00

TOTAL PROPOSED: 185,000.00

**ACTION**

On motion of Commissioner Lucas, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins, Shepherd and Bechtel voting in the affirmative, $2,000 will be moved from the Depaul USA agency to the Mentors project and $1,500 will be moved from Depaul USA to Family Advancement Ministries. This will reduce the amount Depaul receives to $16,500.

On motion of Commissioner Lucas, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins, Shepherd and Bechtel voting in the affirmative, the resolution To Adopt The Economic and Community Development Department CDBG, Home and ESG Proposed Budget For Fiscal Year 2015 Budget was approved as amended.

Commissioner Lucas inquired if there was money in the account for the King's Park playground and Ms. Jackson replied that funds were allocated to repair/replace the fence and make other needed repairs.

5. Increase in Supplemental Benefit for Macon Fire and Police

**Discussion**

Commissioner Jones stated that the purpose of the resolution was to increase the Macon Fire and Police Employees Retirement System from a supplement of $100 a month to $200 a month for those retirees who retired after 25 years of service or who are disability eligible. He stated that many of the retirees are just barely getting by and he thought the increase was warranted. Commission Shepherd stated that at this time, the budget was going to be tight and he did not know how the County would be able to afford such an increase. Ben Hubbard, Director of Human Resources, stated that only 310 employees would be affected. Commissioner Bechtel stated that this proposal had been brought before the Fire and Police Pension Board and had been voted down.

**ACTION**

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Lucas and Bechtel voting in the affirmative, the ordinance to amend Article IV of Charter Appendix III of the Charter of the Macon-Bibb County, Macon Fire and Police Employees Retirement System (1969 Ga. Laws, Page 2801 so as to increase the supplemental benefit provided for in section seven from $100 per month to $200 per month for certain current and future retirees was tabled to get more information from the actuarial company.
6. Transfer of Funds

- Purpose: To transfer $73,458 within the Sheriff's Office.

**ACTION**

*On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Lucas and Bechtel voting in the affirmative, the transfer of funds within the Sheriff’s Office was approved.*

There being no further business, the meeting was adjourned.

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MAYOR MACON-BIBB COUNTY COMMISSION TO APPROVE A SOFTWARE LICENSE AND SUPPORT AGREEMENT BETWEEN MACON-BIBB COUNTY AND JOURNAL TECHNOLOGIES, INC. FOR COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE BIBB COUNTY COURTS FOR SIX YEARS FOR $3,178,046.45; TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Board of Commissioners approved a contract with Owen Lewis Consulting, Inc. to provide courts software analysis including evaluation and selection of vendors; and

WHEREAS, Owen Lewis Consulting, Inc. has recommended and negotiated with Journal Technologies, Inc. to provide software and support services to the Bibb County Courts; and

WHEREAS, Journal Technologies, Inc. will provide the aforementioned services for an initial period of six years for pricing consistent with Exhibit "B" attached hereto.

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 agreement between Macon-Bibb County and Journal Technologies, Inc. is approved and the Mayor is authorized to execute said agreement in substantially the same form as Exhibit "A" attached hereto three million one hundred seventy-eight thousand forty-six dollars and 45/100s ($3,178,046.45) consistent with Exhibit "B" attached hereto. This Resolution will become effective upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ________________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION

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Journal Technologies, Inc.

A Daily Journal Company

SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this “Agreement”), by and between Journal Technologies, Inc., a Utah corporation (hereinafter “Licensor”), and Bibb County Court (hereinafter “Licensee”), is made as of the date executed by both Licensor and Licensee (the “Effective Date”). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Application Administrator is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 Documentation includes user administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications, or use guidelines made available by Licensor.

1.3 Go Live means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee’s production environment.

1.4 Licensee Software means the proprietary computer software program or programs identified in Exhibit A (“LICENSE AND MAINTENANCE FEES”), together with all related Documentation.

1.5 License and Maintenance Fees means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License and Maintenance Fees”).

1.6 Maintenance means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

EXHIBIT A
1.7 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith, which is attached to this Agreement as Exhibit D.

1.8 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality and installation, the resolution of error messages, bug fixes and troubleshooting.

1.9 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable format to another program.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensor (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason (including to view documents electronically or to view information already in or accessible through the Licensed Software).

2. **LICENSEE**

2.1 **Grant of License**. At commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software, provided, however, that Licensee agrees that all rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee’s authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License and Maintenance Fees and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee’s back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 **License Term and License and Maintenance Fees.**

2.2.1 **License Term.** The License Term shall commence on the date of Go Live, provided that the License and Maintenance Fees for the first year of the License
Term and any unpaid fees for implementation services under the Professional Services Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License and Maintenance Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the fifth first anniversary of the date of Go Live, and shall thereafter automatically renew for four successive one-year periods (the "License Term"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term. After the end of the one-year period that begins with the fourth automatic renewal, the License Term shall continue as set forth in a written amendment to this Agreement signed by both parties.

2.2.2 License and Maintenance Fees. Licensee shall make payment of the License and Maintenance Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance at each applicable anniversary of the License Term, including each year of the original License Term and each one-year extension; provided that the License and Maintenance Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. Annual License and Maintenance Fees are subject to increase in accordance with Exhibit A. Licensee may increase the number of Users at any time upon written notice to Licensor which shall be promptly followed by payment reflecting the increased license and Maintenance Fees, calculated according to Exhibit A, and pro-rated for any partial year of the License Term. Licensee may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reductions shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile, or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

2.2.4 E-Commerce Functionality Fees. If eCourtPublic portal is included in the Licensed Software and the e-commerce functionality of eCourtPublic portal is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect eCourtPublic portal with the payment processor provider.
2.2.5 **Source Code Escrow.** Licensee shall have the opportunity to be added as a beneficiary under the Software Source Code Agreement between Licensee and InnovaSafe, Inc., as it may be amended from time to time. Licensee shall complete the beneficiary enrollment form and pay the required fees directly to InnovaSafe.

2.2.6 **Hosted Services.** If Licensee desires for Licensor to provided hosted services for the Licensed Software, Licensor can provide such services subject to the terms and conditions set forth in Exhibit C ("HOSTED SERVICES") and to the payment of the requisite hosting fees set forth in Exhibit A. Notwithstanding the foregoing, Licensor shall not provide hosted services unless included in the proposal attached to Exhibit A, or Licensee and Licensor have entered into a separate written agreement for such services.

3. **MAINTENANCE AND SUPPORT**

3.1 **Maintenance.** Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License and Maintenance Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 **Support.** Support for eCourt and eCourtPublic is available by telephone, e-mail, or internet support forum from 8:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for the eCourt API is provided via the API Support Internet Forum, which is actively monitored by support staff. Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task, exposes a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which the service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by fips, Bibb County Court's hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 **Conditions to Receive Support.**

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator. Requests by others are subject to additional fees described in Section 3.4.
3.3.2 Licensee must maintain a dedicated connection, approved by Licensor, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 Licensee must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Exhibit B ("SYSTEM REQUIREMENTS"). Licensor shall have no responsibility for configuring, maintaining or upgrading Licensee's operating system, hardware, network, or any other software not provided by Licensor. Licensor is not responsible for creating or maintaining database or storage backup files.

3.3.4 Licensee must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version. [Reserved.]

3.4 Other Support. eCourt and eCourt Public Support requested by a User other than a designated Application Administrator and eCourt API telephonic support shall be billed to Licensee at an hourly rate (billed in fifteen (15) minute increments), with payment by Licensee due within thirty (30) days after receipt of the invoice from Licensor. The hourly rate is specified in Exhibit A. In addition, Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this Agreement, or (e) any failure to satisfy the conditions to receive Support under Section 3.4 above. In any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License and Maintenance Fees paid with respect to the period in which utilization was materially impaired).
4.2 Warranty of Law. Licensor represents and warrants that to the best of Licensor’s knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licensor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licensor is a party or by which it may be bound (the “Legal Warranty”). In the event of a breach of the Legal Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licensor further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licensor shall be responsible for and have full authority to license all proprietary and third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “Title Warranty”). In the event of a breach of the Title Warranty, Licensor shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND THE PROFESSIONAL SERVICES AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREBUNDER AND UNDER THE PROFESSIONAL SERVICES AGREEMENT TO LICENSOR. IN NO EVENT SHALL LICENSOR’S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND THE PROFESSIONAL SERVICES AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREBUNDER TO LICENSOR FOR THE FIRST FIVE-
6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licens,or under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 ("Grant of License"), neither the Licensed Software nor any of the other materials shall be, in any way disclosed by Licensee to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of the unauthorized possession of the Licensed Software or any of the other materials, it shall promptly notify Licensor. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information of Licensee, (b) Licensor shall take all necessary steps to protect and ensure the confidentiality of such information, and (c) such information shall not be in any way disclosed by Licensor to any third party, in whole or in part, without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of the unauthorized possession of such information, it shall promptly notify Licensee. Licensor shall also assist Licensee with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensee to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the-breaching party shall indemnify, defend and hold-harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the case may be, by a third party who was in...
lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity, for any failure of Licensee to make payments of monies due when the same are due and not under dispute, and such failure continues for a period of thirty-sixty (30-60) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License and Maintenance Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty-niney (39-90) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity, without further obligation or liability to Licensor (except as specified herein) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (90) thirty (30) days after termination. If not removed and returned within such thirty ninety (90)-thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In
addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
843 South 100 West
Logan, Utah 84321
Attention: Chief Operating Officer
Phone: 877-587-8927

and

Munger, Tolles & Olson LLP
355 South Grand Avenue, 36th Floor
Los Angeles, CA 90071
Attention: Brett Kodda
Phone: 213-682-9361

To Licensee: Name
Address
Address
Attention:
Phone:

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any
permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California Bibb County, Georgia, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed
by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

[Continued on Next Page]
8.9 Press release. Contractor shall be permitted to issue a press release announcing the execution of this Agreement and describing the products and services to be provided, but without disclosure of the expected number of users or any of the financial terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

**JOURNAL TECHNOLOGIES, INC:**

By: ___________________________ Date: ______

Printed Name and Title: Jon Peek, Chief Operating Officer

**Bibb County Court**

By: ___________________________ Date: ______

Printed Name and Title: ___________________________
EXHIBIT A  
LICENSE AND MAINTENANCE FEES

Annual License and Maintenance Fee - Courts

The License and Maintenance Fee for users identified in clause (a) of the definition of "User" in Section 1.10 of the Agreement, is determined in accordance with the following chart:

<table>
<thead>
<tr>
<th>USER GROUPS</th>
<th>Annual License and Maintenance Fees</th>
<th>Annual Hosting Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Users</td>
<td>Per User</td>
</tr>
<tr>
<td>1-100</td>
<td>100</td>
<td>$890</td>
</tr>
<tr>
<td>101-200</td>
<td>100</td>
<td>1,010</td>
</tr>
<tr>
<td>201-500</td>
<td>300</td>
<td>830</td>
</tr>
</tbody>
</table>

* Prorated after 100 users. The actual number of court users will determine the final pricing. The Annual License and Maintenance Fee is governed by a five-year agreement with a 5% annual increase cap on those fees.

Other Governmental Agencies
The additional License and Maintenance Fee for users described in clause (b) of the definition of "User" in Section 1.10 of the Agreement shall be computed based on 20% of the total Users described in clause (a) of the definition of "User" in Section 1.10 of the Agreement.

Public Users
The additional License and Maintenance Fee for users described in clause (c) of the definition of "User" in Section 1.10 of the Agreement shall be computed based on 10% of the total Users described in clause (a) of the definition of "User" in Section 1.10 of the Agreement.

The Annual License and Maintenance Fee is due when you approve the system ready for rollout. The current rate for non-standard support is $2.50 per hour billed in 15 minute increments.
Bibb County Court  
617 Mulberry St  
Macon, GA 31208- 

Contract Number: 15-1740  
Proposal Creation Date: April 14, 2015  
Proposal Expiration Date: May 14, 2015

Cost Proposal Overview in US Thousands (000)

<table>
<thead>
<tr>
<th>One-Time</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td></td>
</tr>
<tr>
<td>Implementation Services &amp; End User Training</td>
<td>$350</td>
</tr>
<tr>
<td>Data Conversions &amp; Interfaces</td>
<td>$200</td>
</tr>
<tr>
<td>Annual License &amp; Maintenance Fees</td>
<td></td>
</tr>
<tr>
<td>Hosting Fees—To Be Determined Includes Updates &amp; License &amp; Maintenance Fees (247)190 Named &amp; 11 Public</td>
<td>$777</td>
</tr>
<tr>
<td></td>
<td>$232</td>
</tr>
<tr>
<td></td>
<td>$550</td>
</tr>
<tr>
<td></td>
<td>$232</td>
</tr>
</tbody>
</table>

Cost Proposal Notes

Since governments normally have limited capital budgets, we typically lease our systems so that our clients are not committed with large initial capital investments. We have found that this model allows your court to plan for growth in a cost conscious way and provides reinforcement that incentive for us to provide high-quality products and continuing services to our clients. For a single service-oriented software agreement, your court pays an annual fee based on the number of users, all accessing the software on the same central system. These costs include support, maintenance and upgrades. The continuing license fees are subject to the payment of the annual fees. This approach also spreads costs over the life of the project. Because we lease eCourt, it is under continuous warranty.

The annual license and maintenance fees are due when you approve the system ready for rollout. There will be no implementation progress payments except to third party providers for data conversions & interfaces, which will be 50% due with a Notice to Proceed (NTP) and 50% prior to go-live. The professional service fees to date are due when ready for the rollout. Because eCourt is configurable, there should be no customization required.

The pricing includes 247 eCourt users, unlimited use of the Public Portal, and eCourt's API. Pricing for each additional eCourt user is an additional annual license and maintenance fee of $830.
We will include eCourt licenses for the listed users and additional user licenses (10% of users) for unlimited use of eCourtPublic portal, including outside lawyers and (20% of users) for unlimited use by other governmental agencies.

Annual Licenses and Maintenance fees shall be governed by a five-year agreement with a 5% annual increase cap on those fees.

Training will be integrated into all facets of configuration and implementation. Thus, we cannot allocate training costs separately. Training begins day one. The more you do, the more you learn...and that is the basic training! Then you will be able to configure eCourt when your business processes change and moreover, support the system from day one. We have an unlimited budget for implementation training; we will train until you want no more.

We have provided the hardware and system software specifications. Government agencies can purchase/lease equipment, especially the recommended standard hardware, at significant discounts. Consequently, you should use your costs of any additional equipment and system software you need in the planning process. We do not provide hardware maintenance and support.
## EXHIBIT B
### MINIMUM SYSTEM REQUIREMENTS

#### Hardware and Software Specifications (All VM’s Installed on a SAN)

<table>
<thead>
<tr>
<th>Server (VMs)</th>
<th>CPU</th>
<th>RAM (GB)</th>
<th>SAN HDD (GB)</th>
<th>GHz</th>
<th>Cache</th>
<th>Server OS</th>
<th>Database</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>301+ Users</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>eCourt App</td>
<td>12</td>
<td>12</td>
<td>438</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>n/a</td>
</tr>
<tr>
<td>eCourt DB</td>
<td>12</td>
<td>64</td>
<td>1500</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>SQL 2008 or 2012</td>
</tr>
<tr>
<td>eCourtPublic App/DB</td>
<td>6</td>
<td>12</td>
<td>438</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>MySQL</td>
</tr>
<tr>
<td>eCourt &amp; eCourtPublic Test App/DB</td>
<td>12</td>
<td>16</td>
<td>900</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>SQL 2008 or 2012 &amp; MySQL PHP</td>
</tr>
</tbody>
</table>

* The number of CPU’s may need to be increased depending upon the amount of activity related to documents, reports and some workflows.

** We must review document sizing expectations to plan and forecast additional drive space requirements.

#### Hardware and Software Specifications (All VM’s Installed on a SAN)

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<tr>
<th>Server (VMs)</th>
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<th>RAM (GB)</th>
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<th>Cache</th>
<th>Server OS</th>
<th>Database</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>201 - 300 Users</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td>eCourt App</td>
<td>10</td>
<td>12</td>
<td>438</td>
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<td>Windows 2008 R2 Standard</td>
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<td>PHP</td>
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<td>eCourt &amp; eCourtPublic Test App/DB</td>
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<td>Windows 2008 R2 Standard</td>
<td>SQL 2008 or 2012 &amp; MySQL PHP</td>
<td></td>
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#### Hardware and Software Specifications (All VM’s Installed on a SAN)

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<tr>
<th>Server (VMs)</th>
<th>CPU</th>
<th>RAM (GB)</th>
<th>SAN HDD (GB)</th>
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<th>Cache</th>
<th>Server OS</th>
<th>Database</th>
<th>Other</th>
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<tbody>
<tr>
<td><strong>101 - 200 Users</strong></td>
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<td></td>
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<td></td>
<td></td>
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<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>MySQL</td>
<td>PHP</td>
</tr>
<tr>
<td>eCourt &amp; eCourtPublic Test App/DB</td>
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<td>500</td>
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<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>SQL 2008 or 2012 &amp; MySQL PHP</td>
<td></td>
</tr>
</tbody>
</table>

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## 31 - 100 Users

<table>
<thead>
<tr>
<th>Server (VMs)</th>
<th>CPU</th>
<th>RAM (GB)</th>
<th>SAN HDD (GB)</th>
<th>GHz</th>
<th>Cache (GB)</th>
<th>Server OS</th>
<th>Database</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>eCourt App</td>
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<td>8</td>
<td>438</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>eCourt DB</td>
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<td>12M</td>
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</tr>
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<td>4</td>
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<td>438</td>
<td>2.8</td>
<td>12M</td>
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<td>eCourt &amp; eCourt Public Test App/DB</td>
<td>4</td>
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<td>900</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>SQL 2008 or 2012 &amp; MySQL</td>
<td>PHP</td>
</tr>
</tbody>
</table>

* The number of CPU's may need to be increased depending upon the amount of activity related to documents, reports and some workflows.

** We must review document sizing expectations to plan and forecast additional drive space requirements.

## 1 - 30 Users

<table>
<thead>
<tr>
<th>Server (VMs)</th>
<th>CPU</th>
<th>RAM (GB)</th>
<th>SAN HDD (GB)</th>
<th>GHz</th>
<th>Cache (GB)</th>
<th>Server OS</th>
<th>Database</th>
<th>Other</th>
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</thead>
<tbody>
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<td>438</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
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<td></td>
</tr>
<tr>
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<td>2.8</td>
<td>12M</td>
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<td>SQL 2008 or 2012</td>
<td>PHP</td>
</tr>
<tr>
<td>eCourt Public App/DB</td>
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<td>438</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>MySQL</td>
<td>PHP</td>
</tr>
<tr>
<td>eCourt &amp; eCourt Public Test App/DB</td>
<td>2</td>
<td>16</td>
<td>900</td>
<td>2.8</td>
<td>12M</td>
<td>Windows 2008 R2 Standard</td>
<td>SQL 2008 or 2012 &amp; MySQL</td>
<td>PHP</td>
</tr>
</tbody>
</table>

* The number of CPU's may need to be increased depending upon the amount of activity related to documents, reports and some workflows.

** We must review document sizing expectations to plan and forecast additional drive space requirements.

---

Journal Technologies, Inc. - 2014
EXHIBIT C
HOSTED SERVICES

Licenser Hosting. In exchange for an annual hosting fee, Licenser will provide Licensed Software hosted services (the "Hosted Service"), which Licensee may access via an Internet connection. Access to the Hosted Service will be secured and encrypted via HTTPS and/or a VPN connection.

Licenser Responsibilities. Licenser's responsibilities with respect to the Hosted Service are as follows:

a. Provide infrastructure for the hosting of Licensee data.
b. Provide maintenance of the Hosted Service.
c. Provide hourly snapshot backups of data (daily backups are also taken and kept for two weeks).
d. Provide copies of Licensee data upon Licensee's request not to exceed once per month.
e. Treat all information, data and files provided to Licensee as confidential, maintaining secure access to such material only to Licenser's support personnel for purposes of investigating or solving a support request.

Licensee Responsibilities. Licensee's responsibilities with respect to the Hosted Service are as follows:

a. Pay the annual hosting fees listed in Exhibit A.
b. Ensure that all activity occurring under user accounts abides by all applicable laws and regulations in connection with use of the Hosted Service, including those related to data privacy, international communications and the transmission of technical or personal data. Without limiting the foregoing, Licensee shall: (i) notify Licenser immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Licenser immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Licensee or Users; and (iii) not impersonate another Licenser user or provide false identity information to gain access to or use the Hosted Service.

c. Accept that each hosted instance allows for 100 gigabytes of filing cabinet storage. Storage required for the database server is covered by the License and Hosting Fees. Licensee will be notified when storage usage thresholds exceed 80%, 90%, 95%, and 100%. At 100% usage, storage will automatically be expanded by 50 gigabytes and Licensee's hosting fees will be adjusted accordingly at the then current yearly rate. The current rate is listed in Exhibit A. Additional storage may be pre-purchased at any time, however is not required.
d. Provide Licensor support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.

System Period of Maintenance.

a. Weekly Maintenance Outage (Wednesday, 7:00PM to Thursday, 4:00AM MT). The Hosted Service shall be subject to a maintenance outage each Wednesday evening (Hosted Service downtime may include loss of network access, the servers, and the operating system). The Hosted Service will not always be disrupted during each weekly maintenance outage.

b. Monthly Website and Internet Services Maintenance Outage (Third Wednesday of each month 7:00PM to Friday, 4:00AM MT). Website and Internet-related services shall be subject to a maintenance outage the third Wednesday of each month. The Hosted Service will not always be disrupted during each maintenance outage.

c. Extended Maintenance Outage. If Licensor requires additional time for maintenance or installation, Licensor shall provide written notification to Licensee at least 24-hours prior to implementing an extended maintenance outage. Licensor’s notice shall explain the nature and expected duration for the extended maintenance outage.
EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "Journal Technologies"), and Bibb County Court (hereinafter "Client"), is made as of the date executed by both Journal Technologies and Client (the "Effective Date").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

9. DEFINITIONS

9.1 Deliverable(s) means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

9.2 Project means each project undertaken by Journal Technologies under Section 10 ("Services") pursuant to a Statement of Work.

9.3 Service Fees means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

9.4 Services means those services provided by Journal Technologies to Client under Section 10 ("Services") of this Agreement.

9.5 Software License and Support Agreement means that certain Software License and Support Agreement between Licensor and Licensee of even date herewith.

9.6 Statement of Work means a statement of work, prepared and executed pursuant to the provisions of Section 10 ("Services") of this Agreement, it being agreed and understood that the first Statement of Work under this Agreement is attached as Exhibit B.

10. SERVICES

10.1 Project means that Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 10 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work and any other guidelines agreed upon in writing by Journal Technologies and Client.

10.2 Project Requests. If Client requests Services, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested
services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

10.3 **Completion of Statements of Work.**

10.3.1 **Final Statement of Work.** Upon Client’s receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a final Statement of Work.

10.3.2 **Incorporation of Statement of Work.** At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

10.4 **Changes.** Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

10.5 **Journal Technologies Employees and Subcontractors; Indemnification Generally.** Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors, in each case to the extent allowed by law.

10.6 **Status Reporting.** Journal Technologies will provide reasonable status reports to Client upon request.

10.7 **Status Meetings.** If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

10.8 **Record Keeping and Inspection.** Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies main office and during Journal Technologies normal business hours.
10.9 Ownership of Product of Services. Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; provided that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the applicable license agreement (or, in the absence of an applicable license agreement, on a perpetual, royalty-free basis following the payment of all applicable Service Fees).

11. WARRANTIES

11.1 Services Warranty. Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

11.2 Warranty of Law. Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from such breach.

11.3 Exculpatory Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE LICENSE AGREEMENT OR STATEMENT OF WORK.

12. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If such Services are provided pursuant to a Statement of Work, all work and all Deliverables related to such Services, and the payment therefor, shall be completed as provided in the Statement of Work. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies normal billing practices at the time, on a
time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, payment for a Deliverable shall become due and payable upon delivery, net thirty (30) days. All sales taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

13. LIMITATIONS ON LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND THE SOFTWARE LICENSE AND SUPPORT AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE UNDER AND UNDER THE SOFTWARE LICENSE AND SUPPORT AGREEMENT TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT AND THE SOFTWARE LICENSE AND SUPPORT AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID UNDER TO LICENSOR FOR THE FIRST FIVE YEARS OF THE LICENSE TERM AND UNDER THE SOFTWARE LICENSE AND SUPPORT AGREEMENT. FURTHERMORE, IN NO EVENT SHALL NEITHER PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT IN EXCESS OF THE AMOUNT OF SERVICE FEES DUE OR ALREADY RECEIVED BY JOURNAL TECHNOLOGIES UNDER THIS AGREEMENT.

14. CONFIDENTIALITY.

14.1 Client's Responsibilities. Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

14.2 Journal Technologies Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is
the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

14.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

14.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

15. TERMINATION

15.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 ("Term and Termination").

15.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.
15.3 *Termination by Journal Technologies.*

15.3.1 *Payment Default.* Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of monies due when the same are due and not under dispute, and such failure continues for a period of thirty-sixty (60/30) thirty (30) days after written notice thereof by Journal Technologies to Client.

15.3.2 *Other Client Defaults.* Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty-ninety (30/90) thirty (30) days after written notice thereof by Journal Technologies to Client.

15.4 *Termination by Client.* Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

15.5 *Effect of Termination.* Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

16. **GENERAL**

16.1 **Waiver, Amendment or Modification.** The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
16.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:  
Journal Technologies, Inc.  
843 South 100 West  
Logan, Utah 84321  
Attention: President

and

Munger, Tolles & Olson LLP  
355 South Grand Ave., 36th Floor  
Los Angeles, California 90071  
Attention: Brett Rodde, Esq.

To Client:  
Name  
Address  
Address  
Attention

16.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to benefit or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

16.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party’s assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

16.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows:
16.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

16.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

16.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedure of JAMS, with the arbitration to be conducted in Los Angeles, California, Bibb County, Georgia, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

16.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party’s receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request, provided, however, the indemnifying party shall, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express unconditional release of such claim against the indemnified party.

16.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California, Georgia without giving effect to its conflict of law principles.

16.8 Independent Contractor. Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client’s personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of
worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

16.9 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

16.10 Counterparts. This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:

By: ___________________________  Date: ___________________________

Printed Name and Title: Jon Peek, Chief Operating Officer

Bibb County Court:

By: ___________________________  Date: ___________________________

Printed Name and Title: ___________________________

SCOPE OF WORK INFORMATION MAY BE FOUND IN THE CLERK'S OFFICE.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLINT EQUIPMENT COMPANY, FOR THE PURCHASE OF A 2015 JOHN DEERE 50G WITH 24" BUCKET – HYDRAULIC EXCAVATOR FOR USE BY THE PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $56,464.70, TO BE PAID FROM GENERAL FUNDS IN SUBSTANTIALLY THE SAME FORM AS THE ATTACHED HERETO EXHIBIT “B”; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on March 5, 2015, Macon-Bibb County released an invitation for bids regarding purchasing a Hydraulic Excavator for Public Works; and

WHEREAS, the Macon-Bibb County Procurement Department advertised on the Macon-Bibb County Procurement page where sixty-six (66) vendors were notified, and posted to the Georgia Procurement Registry where eighty-two (82) additional vendors were notified; and

WHEREAS, on the published due date of March 19, 2015, six (6) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, four (4) of the bidders (MacKinnon Equipment, Cowin Equipment Company, Yancey Bros., and United Rentals) were non-responsive per the bid requirements, the next vendor, Flint Equipment Company, a local firm, who was the lowest responsive and responsible bidder with a bid price of 56,464.70, was recommended for award; and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this as indicated in the hereto attached Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a purchase and sale agreement with Flint Equipment Company in essentially the same form as attached hereto as Exhibit “B”, and to take any and all action necessary to effectuate this agreement, for the purchase of a Hydraulic Excavator in the amount of $56,464.70 to be paid from general budget funds.
NOW, THEREFORE, this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of ____________, 2015.

By: 

__________________________
ROBERT A.B. REICHERT, MAYOR

Attest: 

__________________________
JEAN S. HOWARD, CLERK OF COMMISSION
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT

“Revised” BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC.</th>
<th>PROJECT</th>
<th>GE ACCT CODE / BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/21/15</td>
<td>760-90</td>
<td>HYDRAULIC EXCAVATOR</td>
<td>310.4000.542200 / GENERAL FUND</td>
<td>Doreen Kittmann</td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

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

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLINT EQUIPMENT COMPANY</td>
<td>$56,464.70</td>
</tr>
</tbody>
</table>

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

Did the low proposer meet the requirements of the bid?  ☑ Yes  □ No  □ N/A

HOW LOW BIDDER DID NOT MEET THE SPECIFICATION:

Section B of the bid.  Forms were not submitted.

Indicate why proposal should be rejected:

- □ Over budget
- □ No One Meets Specifications
- □ Other  ☑ N/A

Award Requirements:

- ☑ HOLD FOR MBCC AWARD  □ HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 15-053-DAB was published on 3/05/2015. Advertised on Macon-Bibb County’s Procurement page where sixty-six (66) vendors were notified, and posted to the Georgia Procurement Registry (State Purchasing) where eighty-two (82) additional vendors were notified. On the published due date (03/19/2015), six (6) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, (Mackinon Equipment, Cowin Equipment Company, Yancey Bros. and United Rentals) were non-responsive per the bid requirements, the next vendor (Flint Equipment Company), a local owned firm who was the lowest responsive and responsible bidder, was recommended for award. Procurement concurs with this award.

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td>✐ Doreen Kittmann</td>
<td>4/28/15</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>✐</td>
<td>4/28/15</td>
</tr>
<tr>
<td>Mayor</td>
<td>✐ A</td>
<td>4/28/15</td>
</tr>
</tbody>
</table>

EXHIBIT

A
TO:  STEVE PETTIS, DIRECTOR  
FROM:  DOREEN EIDMANN

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/19/2015</td>
<td>15-053-DAE</td>
<td>HYDRAULIC EXCAVATOR</td>
<td>PUBLIC WORKS</td>
<td>78,000</td>
</tr>
</tbody>
</table>

After reviewing all bids, I recommend:  
Award as follows  
[ ] Reject all Bids, Revise Spec and Re-bid

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flint Equipment Co</td>
<td>$55,564.78</td>
</tr>
<tr>
<td></td>
<td>$56,210.72</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BID DOES NOT MEET THE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maskinwood Equipment</td>
<td>Could not meet spec</td>
</tr>
<tr>
<td>(Could not furnish Blade)</td>
<td></td>
</tr>
</tbody>
</table>

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

REJECTION JUSTIFICATION

NAME:  Steve Pettis  
TITLE:  Director  
SIGNATURE:  
DATE:  4-21-15
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-053-DAR

“2015 John Deere 50 G with 24” Bucket - Hydraulic Excavator”

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by Flint Equipment Company (hereinafter “Flint”), a Georgia Corporation located in Macon, Georgia, and Macon-Bibb County (hereinafter “County”), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as “the Parties, on this _____ day of ____________, 2015.

WHEREAS Flint is in the business of selling new and used construction, forestry, utility compaction and mining equipment; and

WHEREAS, County desires to purchase a 2015 John Deere 50 G with 24” Bucket—Hydraulic Excavator for Public Works; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Sale of Equipment. Flint hereby agrees to sell and deliver to County the equipment and services described in the Invitation for Bid, which has been attached hereto as Exhibit “A”. Exhibit “A” is specifically incorporated as part of this Agreement and Flint agrees to provide all vehicles and services referenced and described in Exhibit “A”.

2. Purchase Price. County agrees to pay, and Flint agrees to accept, the purchase price of Fifty-Six Thousand Four Hundred Sixty-Four Dollars and 70/100 ($56,464.70) as full compensation and consideration for the vehicle and services provided.
3. **Payment.** Upon satisfactorily delivery of the vehicle and services provided in Exhibit "A", Flint shall provide a purchase invoice to the County. County agrees to pay the amount stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit "A" will be at the sole discretion of Flint, and delivery of such equipment and services shall be made within twelve (12) weeks of the receipt of the agreement and purchase order. The vehicle shall be packaged appropriately and shall be delivered in an undamaged condition to Macon-Bibb County, Vehicle Maintenance, 1122 Seventh Street, Macon, Georgia 31206. Middle Georgia shall provide twenty-four (24) hours advanced notice by calling Mr. Sam Hugley at (478) 751-9106, prior to delivery as stated in the attached Exhibit "A", Invitation for Bid - Section H. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of delivery form. Risk of loss during transit of said vehicles, and at all times prior to County inspecting and signing an acceptance of delivery form, shall remain with Flint.

5. **Manuals.** Upon delivery, Flint agrees to provide County with a parts/repair manual for the equipment. Said manual may be in a written or electronic format as provided for in the Invitation for Bid.

6. **Warranty.** The applicable warranty information regarding new John Deere Construction, Utility, and Forestry Products is included and incorporated as provided for in Exhibit "A".

7. **Failure to Deliver Equipment and/or Services.** Should Flint fail to deliver the referenced equipment or services provided for in Exhibit "A", County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit "A". In addition, County may also elect to cancel said purchase upon non-performance by Flint.
8. **Indemnification.** Flint hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Flint, its agents, employees, subcontractors, or others working at the direction or on behalf of Flint. Flint's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

9. **Assignment.** Flint shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

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

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

12. **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.
13. **Titles, Captions, 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.

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

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

16. **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.

17. **Entire Agreement.** The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Flint and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Flint 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.

18. **Counterparts.** This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.
WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

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

Attest: ________________________________        Date
Jean S. Howard, Clerk of Commission

On Behalf of Flint Equipment Company:

By: ________________________________        Date
Thomas C. Cannon, CEO

Attest: ________________________________        Date
Tony B. Sammons, Secretary
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

**PRICE for a HYDRAULIC EXCAVATOR:**

**UNIT PRICE:** $53,284.80 **Qty 1:** = **Total:** $53,284.80 **W/24” Bucket**

**TILT BLADE:** $2,204.90

**MECHANICAL THUMB:** $975.00

Delivery will be within 4-12 weeks after receipt of order.

---

**Company Name:** Flint Equipment Co

**Company Address:** 4600 Ple Amor Ave

**Authorized By (typed or printed name):** Tracy Gay

**Title:** Sales Rep

**Authorized Signature:** [Signature] **Date:** 3/16/2015

**Telephone Number:** 478-538-6692

**Fax Number:** 478-781-8591

**Email Address:** Tgay@flintequipco.com

**Buy back - 60 Months/3000 hrs. - $27,000.00**

---

**FLINT EQUIPMENT COMPANY**

**TRACY GAY**
SALES REPRESENTATIVE

4600 Ple Amor Ave
Macon, Georgia 31206
Phone: 478-781-8591
Cell: 478-538-6692
Fax: 478-781-8591
Email: tgay@flintequipco.com
www.flintequipco.com

---

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

**Witness**

---

Page 5
**Attachment "A"**

**Required Submission Documents**

### BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Flint Equipment Co.</td>
</tr>
<tr>
<td>Company Address</td>
<td>1206 Gleenview St.</td>
</tr>
<tr>
<td>Authorized By (typed or printed name)</td>
<td>Bobby Davis</td>
</tr>
<tr>
<td>Title</td>
<td>Safety Dir.</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>P. Davis</td>
</tr>
<tr>
<td>Date</td>
<td>3/17/2016</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>209-888-1212</td>
</tr>
<tr>
<td>Fax Number</td>
<td>209-420-4644</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Company's Web Page</td>
<td><a href="http://www.flintequipco.com">www.flintequipco.com</a></td>
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### REMITTANCE INFORMATION

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</thead>
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<tr>
<td>Remit to Name</td>
<td>Flint Equipment Co.</td>
</tr>
<tr>
<td>Remit to Address</td>
<td>4100 Peachtree Ave.</td>
</tr>
<tr>
<td>City</td>
<td>Macon</td>
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<tr>
<td>State</td>
<td>GA</td>
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<td>Zip</td>
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<td>County</td>
<td></td>
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<tr>
<td>Phone</td>
<td>478-788-1586</td>
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<td>Fax</td>
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<tr>
<td>Toll Free</td>
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<tr>
<td>Contact</td>
<td>Chris Gates</td>
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<tr>
<td>Email</td>
<td><a href="mailto:csales@flintequipco.com">csales@flintequipco.com</a></td>
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<td>Tax ID</td>
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<td>Business Type</td>
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<td>Federal Tax ID</td>
<td>58-1747209</td>
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<td>SSN</td>
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### PURCHASE ORDER INFORMATION

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<th>Field</th>
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<tr>
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<td>Contact</td>
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<td>Email</td>
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</tr>
<tr>
<td>Payment Terms</td>
<td>Discount % No. Days Net Due</td>
</tr>
<tr>
<td>Freight Terms</td>
<td>Ship Via: FOB</td>
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### MBE/DE/WBE STATUS

- [ ] African American
- [ ] Hispanic
- [ ] Native American
- [ ] Asian American
- [ ] Disabled
- [ ] Veteran
- [ ] Woman-Owned
- [ ] Not-Applicable
BIDDER QUALIFICATION FORM

Company Name: Flint Equipment Co.
Address: 1004 W. Meridian St. Albany, GA 31705
When Organized: 6/20/1973 Where Incorporated: Georgia
How many years have you engaged in business under the present firm name? N/A
Credit available for this contract? N/A
Contracts now in hand? N/A
Has bidder ever refused to execute a contract at the original bid amount? N/D
Has bidder ever been declared in default on a contract? N/D
Comments:

Company Name: Flint Equipment Co.
Authorized By (typed name): Bobby Davis
Authorized Signature: [Signature]
Title: Safety Dir. Date: 3/17/18

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

<table>
<thead>
<tr>
<th>NAME OF PROJECT</th>
<th>DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
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SUBSCRIBED AND SWEARING
BEFORE ME ON THIS THE
17TH DAY OF MARCH, 2015
[Signature]
Notary Public
**Attachment "A"**  
**Required Submission Documents**

**LIST OF SUB-CONTRACTORS**

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

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
</tr>
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<tbody>
<tr>
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Contractor Name
I do  [ ] do not  [ ] propose to employ the minority sub-contractors as listed below on some of the work on this project.

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

Contractor Name
Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded.

Company Name: ELMER EQUIPMENT CO.
Authorized By (Typed Name): Bobbi Davis
Authorized Signature: ____________________________
Title: Sales Dir. Date: 3/17/2015

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
7th DAY OF MARCH, 2015 My Commission Expires: 1/4/2017

Stephanie Butler [NOTARY SEAL]
Notary Public
Attachment “A”
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: Flirt Equipment Co.
Authorized By (typed name): Bobby Davis
Authorized Signature: 
Title: Safety Dir. Date: 3/17/2016

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 7th DAY OF March 2015 My Commission Expires: 11/11/2019

Stymain Butler [NOTARY SEAL]
Notary Public
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: ____________________________________________

Name of Contracting Entity: _________________________________________

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

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

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

344722

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

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17TH DAY OF March 2019

MY COMMISSION EXPIRES: 11/15/2019

[NOTARY SEAL]

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal or state authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and
FLINT EQUIPMENT COMPANY
TRACY GAY
SALES REPRESENTATIVE
4600 Pecan Avenue
Macon, Georgia 31206
Phone: 478-280-1380
Fax: 478-280-1390
Email: tgay@flinequipco.com
www.flinequipco.com

International Shipping Notes — Cigarettes hereunder may be subject to the same duties in the country of final destination and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the “Warsaw Convention”) and/or the Convention on the Regulation of Carriage of Goods by Road (the “Vienna Convention”). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to the U.S. law prohibited.

03-17-15 04:11 PM

Macon-Bibb County
15-053-DME Hydraulic Excavator
682 Cherry Street - 8th Floor
ATTN: Dorcas Eidmann
478-803-0556
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN MACON-BIBB COUNTY AND OFFICE OF THE GEORGIA SECRETARY OF STATE TO PROVIDE FIBER-OPTIC CONNECTIVITY TO THE LOCAL SECRETARY OF STATE OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County is engaged in the business of providing fiber-optic connectivity and infrastructure for internet and telecommunications applications to customers; and

WHEREAS, the Office of the Georgia Secretary of State maintains an office at 237 Coliseum Drive, Macon GA; and

WHEREAS, the Office of the Secretary of State desires to obtain fiber-optic connectivity to its facilities and ancillary services from Macon-Bibb County; and

WHEREAS, Macon-Bibb County wishes to enter into an agreement to provide the Office of the Secretary of State with fiber-optic connectivity.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with the Office of the Georgia Secretary of State to provide fiber-optic connectivity to its facilities and ancillary services in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this _____ day of ________________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION

(SEAL)
INTERGOVERNMENTAL AGREEMENT

By and between

MACON-BIBB COUNTY, GEORGIA and

OFFICE OF THE GEORGIA SECRETARY OF STATE

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the _____ day of ___________ 2015 ("Effective Date"), by and between MACON-BIBB COUNTY of Georgia (hereinafter "County"), and OFFICE OF THE GEORGIA SECRETARY OF STATE (hereinafter "SOS"). SOS and COUNTY shall be referred to separately as "Party" and together as "Parties." This Agreement shall be deemed an Intergovernmental Agreement as set forth in Article IX, Section III, Paragraph I (a) of the Georgia Constitution.

WHEREAS, COUNTY is engaged in the business of providing fiber-optic connectivity and infrastructure for internet and telecommunications applications to customers;

WHEREAS, SOS desires to obtain fiber connectivity to facilities and ancillary services between its offices, as described below ("Service"), from COUNTY, and COUNTY shall provide the Service pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are contained herein, the Parties do hereby agree as follows:

1. a. Services and Fiber Route: COUNTY's Services shall include the following: (i) responsibility for securing and maintaining, and otherwise providing, reliable and secured fiber-optic connectivity for data transport, and for any other purposes as deemed appropriate by SOS, between the COUNTY terminated Fiber within SOS offices in Macon, Georgia and the Georgia Public Web (GPW) Point of Presence (PoP) located at New and Cherry Streets (termed "TRANSPORT SEGMENT") for the term of this Agreement. Until notified in writing by SOS, the COUNTY’S responsibilities include ensuring, securing and maintaining any and all necessary franchises, permits, easements or agreements necessary for the use of public and private property, and/or use, construction and maintenance of any fiber facility. Data communications through such fiber-optic connectivity shall have minimum capacity of 100 megabits per second through a route mutually agreed by the Parties. If COUNTY engages the services of a third party provider to perform on its own behalf any portion of its responsibilities under this Agreement, COUNTY shall first obtain the written approval of SOS and such approval shall not be unreasonably withheld; and

(ii) COUNTY is also responsible for maintaining all services, components, systems, network, fiber-optic cable, and/or equipment associated with the TRANSPORT SEGMENT that are used or relied upon by COUNTY which are not directly owned or operated by SOS in fulfilling its obligations under this Agreement; and

(iii) COUNTY will provide the SOS with terminated fiber at the SOS location and will be responsible for all obligations the COUNTY may have under the lease agreement dated
May 26, 1999 between the City of Macon and State of Georgia acting by and through the Office of the Georgia Secretary of State (Intergovernmental Lease Agreement). The Intergovernmental Lease Agreement is hereby incorporated by reference and made part of this Agreement; and

(iv) SOS shall be responsible only for SOS owned or operated equipment or systems connecting to the COUNTY’S terminated fiber located within the SOS location; and

(v) COUNTY shall ensure a best effort continuous network availability and Services for the fiber optic TRANSPORT SEGMENT at the rate of 99.99% per every thirty consecutive days, including any down-time due to maintenance reasons. COUNTY shall provide SOS CIO and any designated staff member written notice of all pre-scheduled maintenance activities at least 2 weeks in the case of regular maintenance or within 24 hours of post emergency maintenance activities. Unless otherwise approved in writing by SOS CIO, all maintenance shall be conducted between 7:00 PM and 5:00 AM.

b. Packet Delivery and Latency

On an ongoing basis throughout the term of this Agreement, COUNTY shall monitor, measure and record packet delivery time and packet latency every five (5) minutes and retain this information for a period of 90 days. SOS shall have the right to inspect and COUNTY shall provide access to all such records within 24 hours of SOS request.

2. Term and Renewal. The term of this Agreement (the “Term”) shall commence on July 15, 2015 and shall continue for a period of One (1) year with ten (10) options to renew for a period of one (1) year each at SOS’ sole discretion.

3. Fees, Billing and Payment. COUNTY shall invoice SOS for verifiable, completed services performed and SOS shall pay COUNTY no later than 30 days from the date of the invoice (the “Due Date”). Fees shall be as follows:

<table>
<thead>
<tr>
<th>Months</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-12</td>
<td>Cost plus 5%</td>
</tr>
</tbody>
</table>
| Years 2-10 | to be negotiated by the Parties at least 30 days prior to expiration of immediately preceding year’s services.

*Cost includes only charges directly incurred by COUNTY for costs charged by Internet or Interconnect service providers. Cost is limited to only amount as invoiced to COUNTY by such vendor(s). SOS shall only be responsible for such costs on a pro-rata basis based on SOS’ actual usage.

4. Termination. Either Party may terminate the Agreement upon 30 days written notice for any reason.

5. Equipment. From time to time during the Term of the Agreement and at solely COUNTY’s risk and expense and in connection with County’s Services to SOS, County may place County equipment on SOS’ premises. County shall first obtain written consent from SOS prior to placement of any such equipment on SOS property and County shall bear full responsibilities associated with maintenance and security of any such
equipment. SOS acknowledges and agrees that all right, title and interest in such
equipment shall at all times be vested and remain in COUNTY.

6. Additional Service Orders. From time to time, SOS may request additional services
from COUNTY using the Services Order Form (Exhibit 1). Upon submittal by SOS and
acceptance by COUNTY to perform such services, such Services Order Form and its
contents shall be incorporated and made part of this Agreement and shall accordingly
amend or augment only applicable portion(s) of this Agreement, such as scope of services
SOS shall furnish COUNTY with a service order(s) via e-mail or paper delivery,
detailing the specific service requested. Upon receipt of signed service order by
COUNTY, COUNTY shall proceed to provision and activate service for SOS by delivery
date as requested by SOS in service order.

7. Assignment. Neither Party may assign this Agreement or any of its obligations
hereunder without the prior written consent of the other Party, which consent shall not be
unreasonably withheld or delayed; provided, however, that without such consent, either
Party may assign this Agreement to an Affiliate (but the assigning party shall remain
jointly and severally liable for all of its obligations hereunder) or to a person with which
such Party merges or consolidates or to which it sells all or substantially all of its
business and assets.

8. Waiver and Amendment. No waiver of any term or condition of the Agreement will
be enforceable unless it is in writing and signed by the both Parties. No failure or delay
by either Party in exercising any right, power or remedy will operate as a waiver of this
right, power or remedy, unless otherwise provided in the Agreement. The waiver by
either Party of any of the covenants, conditions or agreements to be performed by the
other or any breach thereof shall not operate or be construed as a waiver of any
subsequent breach of this covenant, condition or agreement. No modifications or
amendment of the Agreement will be effective or enforceable, unless in writing and
signed by both Parties.

9. Confidentiality and Public Records. All records created pursuant to this Agreement
and all data and information transmitted, shared or obtained as part of Services shall be
treated as confidential. The laws of the State of Georgia, including the Georgia Open
Records Act, as provided under O.C.G.A. Section 50-18-70 et seq. (“ORA”) require
procurement and other records to be made public unless otherwise provided by law.
Contractor shall notify SOS of all requests received pursuant to the ORA within 1 day of
receipt.

10. Notices. All notices required or permitted hereunder shall be in writing and shall be
deemed given: (i) when delivered in person, (ii) the next business day after deposit with a
commercial overnight delivery service for next day delivery; or (iii) upon receipt if sent
by United States mail, postage prepaid, registered or certified mail, return receipt
requested. All notices shall be addressed to the recipient party at the address set forth in
the Cover Sheet or other address a party may designate in writing from time to time.
Each party may designate by notice in writing a new person and/or address to which any
notice, demand, request or communication may thereafter be so given, served or sent.

TO COUNTY: PO Box 247
700 Poplar Street
Macon, Georgia 31202
ATTN: IT Director
II. Other:

a. Severability. Any provision of the Agreement that is deemed invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Agreement and the remaining provisions the Agreement shall remain in full force and effect to the greatest extent permitted by law.

b. Governing Law. The Agreement shall be governed by the laws of the State of Georgia without regard to any choice of law principles that could result in the application of the laws of any other jurisdiction. The Parties agree that all legal action or proceeding with respect to or arising out of the Agreement shall be brought in Bibb County, Georgia exclusively. Each Party accepts for itself and in respect of its own property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Parties hereby waive any right to stay or dismiss any action or proceeding under or in connection with the Agreement brought before the foregoing courts on the basis of forum non-convenience.

c. Time is of the essence. Time is of the essence with respect to the performance of the terms of the Agreement.

d. Integration. The Agreement represents the entire agreement between the Parties with respect to the Services and supersedes and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of the Agreement relied upon by either Party, whether written or oral. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

e. Compliance with Laws. During the Term of this Agreement, the Parties shall comply with all local, state and federal laws and regulations applicable to the Agreement.

f. Relationship of the Parties. Neither Party shall have the authority to commit or legally bind the other Party in any manner whatsoever, including, but not limited to, the acceptance or making of any agreement, representation or warranty.

g. Publicity. No public statements or announcements relating to the Agreement shall be issued by either Party without the prior written consent of the other Party.
h. **Authorized persons.** The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF,** both Parties have caused this Agreement to be signed and delivered on their behalf as of the Execution Date.

<table>
<thead>
<tr>
<th>OFFICE OF THE GEORGIA SECRETARY OF STATE</th>
<th>MACON-BIBB COUNTY, GEORGIA</th>
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<td>By:</td>
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A SHORT-TERM LEASE AGREEMENT BETWEEN MACON-BIBB COUNTY, GEORGIA AND NEWTOWN MACON, INC. FOR A CONCERT TO BE HELD AT 448 MULBERRY STREET, MACON-BIBB COUNTY, GEORGIA, ON MAY 30, 2015, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the parking deck located at 448 Mulberry Street, Macon-Bibb County, Georgia; and

WHEREAS, NewTown Macon, Inc. has proposed to facilitate an event atop the parking deck on May 30, 2015;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a short-term lease agreement between Macon-Bibb County and NewTown Macon Inc. for an event at 448 Mulberry Street on May 30, 2015, in substantially the same form as attached hereto as Exhibit "A". This Resolution shall become effectively immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of ________________, 2015.

______________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

______________________________________________
JEAN S. HOWARD, CLERK OF COMMISSION
EVENT SPACE RENTAL AGREEMENT

THIS AGREEMENT ("the Agreement"), made as of this ___ day of September, 2015; by and between Macon-Bibb County (the "Owner"), whose business address is 700 Poplar Street, Macon, GA 31202 and NewTown Macon Inc, whose business address is 479 Cherry St (the "Renter") collectively, the "Parties".

The parties agree as follows:

Description of Facility
The Macon Bibb County Industrial Authority is the owner of the parking garage at 448 Mulberry St, Macon, GA. Under the terms of the Amended and Restated Operating Agreement associated with the issuance of certain Series 1993A and 1993B Bonds, the City of Macon is to operate the parking garage. Macon-Bibb County is the successor to the City of Macon and therefore the current operator of said parking garage.

Space Rental
Owner hereby grants a limited and revocable license (the "License") to the Renter to lease the top level of the parking deck located at 448 Mulberry St. (the "Space") on the Event Date & during the hours specified under this agreement.

Event
The Renter shall hold the following Event: A private ticketed concert with live music and bar service (the "Event") on the 30th day of May, 2015 (the "Event Date"), between 6pm and 11pm. Renter is authorized to use the Space to hold the Event, and for no other purpose. Renter shall enjoy exclusive access to the space beginning at 7am the day of the event.

Fees
Renter shall pay to Owner a total fee of one and no/100 dollar ($1.00) (the "Fee"), for the use of the Space.

Security Deposit
Renter shall pay to Owner a security deposit of five-hundred and no/100 ($500.00) (the "Deposit"), upon the execution of this Agreement. Said deposit will be returned to Renter within thirty (30) days following the event, assuming no damage occurs to the Space beyond reasonable wear and tear. The security deposit shall be Renter's entire commitment and obligation to repairs to the Space.
Insurance
Renter shall obtain general liability event insurance with coverage no less than $1 million for the Event. Renter shall provide a copy of said policy to Owner no later than seven (7) days prior to the Event, and said policy will list Owner as an additional insured party.

Space Specifications
Owner grants to Renter the following amenities at the Space:
1. Owner shall provide two 10 amp, 120 volt circuits
2. Owner shall ensure all lights are in proper working condition and lit the night of the Event
3. Owner shall provide temporary barricades at the access ramp to the top level to prevent vehicular access. Said barricades will be installed no later than 24 hours before the Event.

Disclaimers
The Space shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for Renter’s intended use.

Condition
After the completion of the Event, the Renter shall leave the Space in the same or similar condition as received from the Owner.

Cleanup
Renter will be responsible for clearing all trash generated at the Event and depositing it in the proper waste receptacles on site. The Space will be returned broom clean and any and all equipment, furniture or decoration used for the event will be removed by 7am the day following the Event.

Right of Entry
Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner’s property, or injury to any person in or near the Space.

Security
Renter shall hire licensed security professionals at a ratio of one per every 100 guests attending the event. Said security professionals will work the entire time the Space is occupied by the Renter or Renter’s representatives.

Indemnification
Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorneys’ fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter’s use of the Space, including any acts or
omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

Revocation
Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Cancellation
Renter may cancel the Event by notifying Owner by providing notice thirty (30) days or more before the Event Date. In such an event, Owner shall refund to Renter the full amount of the Rental Fee. In the event if the Event is cancelled within thirty (30) days of the Event Date, Owner shall have the right to retain the full Deposit.

Assignment
Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governance Law
This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Georgia, without regard to conflicts of law principles.

Entire Agreement
This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

RENTER
NewTown Macon, Inc.

By: __________________________

Its: __________________________
Date: ______________________

OPERATOR
Macon-Bibb County

By: ______________________
    Robert A. B. Reichert, Mayor

Attest: ____________________
        Jean S. Howard, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYDINGS AND ROSENBERG, LLP, AT A NOT TO EXCEED BUDGETED AMOUNT OF $101,380.00, FOR PHASE I OF THE SERVICES NECESSARY FOR THE CREATION AND IMPLEMENTATION OF A COMPREHENSIVE STRATEGY TO ESTABLISH LEGALLY DEFENSIBLE ECONOMIC INCLUSION POLICIES AND PRACTICES FOR MACON-BIBB COUNTY THAT WILL EFFECTIVELY INCREASE CAPACITY AND MAXIMIZE CONTRACT PARTICIPATION BY SMALL, LOCAL, AND MINORITY-OWNED BUSINESSES; AND PROVIDING FOR INCLUSION OF THE FUNDS NECESSARY FOR COMPLETION OF THE PHASE I SERVICES IN THE FY 2016 BUDGET OF THE OFFICE OF SMALL BUSINESS AFFAIRS; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County desires to provide all its citizens and businesses equal and fair opportunities to participate on a level playing field in the economic opportunities sponsored by Macon-Bibb County; and

WHEREAS, the law firm of Tydings & Rosenberg LLP, in response to the request of the Macon-Bibb County Office of Small Business Affairs, has designed a comprehensive proposal for services necessary in the creation and implementation of legally defensible economic inclusion policies and practices for Macon-Bibb County that will effectively increase capacity and maximize contract participation by small, local, and minority businesses; and

WHEREAS, the proposal received from Tydings & Rosenberg, LLP, (a copy of which is attached hereto and incorporated herein as Exhibit A), divides the proposed services into three (3) separate phases, with each phase being priced separately and with each party retaining the right to terminate the agreement after the completion of one (1) of the phases: and

WHEREAS, Phase I, projected to take four (4) months, involves the implementation and creation of program infrastructure and establishment of interim race/neutral program at a not to exceed budgeted amount of $101,380; and

WHEREAS, Phase II, projected to take twelve (12) months, involves the implementation of the race/neutral program and disparity study preparations, at a not to exceed budgeted amount of $104,680; and

WHEREAS, Phase III, projected to take twelve (12) months, involves the disparity study implementation and race/conscious policy deliberation, at a not to exceed budgeted amount of $214,800; and
WHEREAS, supporting and encouraging an increase in the participation of small, local, minority business enterprises is in the best interests of the citizens of the Macon-Bibb County; and

NOW, THEREFORE BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, as follows:

1. The Mayor is authorized to enter into an agreement with Tydings & Rosenberg LLP for the professional services necessary for completion of Phase I of the proposal at a not to exceed budgeted amount of $101,380 in a form to be approved by the County Attorney’s Office; and

2. The FY 2016 Budget for the Office of Small Business Affairs shall include the funds necessary for completion of the Phase I services; and

3. Prior to an agreement for Phase II services to begin, a report regarding the success of Phase I shall be presented to the Macon-Bibb County Commission for review and for authorization to proceed with the next phase; and

4. This Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ______________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, CLERK OF COMMISSION

[SHAL]
April 16, 2015

VIA EMAIL AND US MAIL,

Judd Drake
County Attorney
Macon-Bibb County Attorney’s Office
700 Poplar Street
P.O. Box 247
Macon, GA 31202-0247

Re: Proposal for Legal Services Regarding Economic Inclusion Policies

Dear Mr. Drake:

This attached proposal is submitted on behalf of the law firm of Tydings & Rosenberg LLP in response to the requests of Mayor Robert Reichert and the Macon-Bibb County Commissioners for a comprehensive strategy to establish legally defensible economic inclusion policies and practices for the County that will effectively increase capacity and maximize contract participation by small, local, and minority-owned businesses. Also attached (and incorporated by reference into this proposal) is a copy of the bio and practice profile of law partner Franklin Lee’s, who will be serving as the principal and supervising attorney on behalf of our law firm for this engagement.

Over the course of the past twenty-nine years, Mr. Lee has provided similar legal services for numerous state and local government clients. More recently, Mr. Lee has provided comprehensive legal advice and guidance including, but not limited to, development of legally defensible policy options for combinations of race- and gender-neutral and race- and gender-conscious remedies based upon disparity study findings; presentation of policy options to elected officials, government staff, and community stakeholders; development of disparity study RFPs, critical disparity study review; and drafting of ordinances, administrative policies, and procedures based upon the factual predicate and input of community stakeholders for effective, yet narrowly tailored, small, minority, and women businesses enterprise programs. Among these more recent local government clients are the following:

EXHIBIT A

#2046035v.1
1. City of San Antonio, TX

Michael Bernard (City Attorney), (210) 207-8944; Veronica Zertuche, Esquire (Deputy City Attorney) (210) 207-8944; and Leslie Haby, Esquire (Assistant City Attorney) (210) 207-6909; Alejandra Lopez (Economic Development Office – Small Business Office Manager) (210) 207-1001.

2. City of Charlotte, NC

Cynthia White, Esquire (Deputy City Attorney) (704) 336-3012


Jerome Blask, Esquire (General Counsel) (301) 206-8164; Towanda Livingston (SLMBE Office Director) (301) 206-8800.

4. City of Greensboro, NC

Becky Jo Peterson-Buie, Esquire (Chief Deputy City Attorney) (336) 373-2320; Kathleen Hoskins Smith (Director of MBE Program) (336) 373-2995.

5. City of Baltimore, MD

Thomas Corey, Esquire (Former Chief, Minority Women Business Opportunity Office) (443) 540-4930; Sharon Pinder (Former Director, Mayor’s Office of Minority Business Development and current CEO, Capital Region Minority Supplier Development Council) (443) 463-7575.

I hope you find this information useful as you consider utilizing our services for this proposed scope of work. This proposal is very detailed and comprehensive and covers the span of approximately two and one-half years of work within three distinct phases. It represents our very best effort at providing the County with a quality product that can be instrumental in transforming the Macon-Bibb marketplace into a national model of economic inclusion of minority and women-owned businesses in the mainstream of commercial activity. However, we are certainly willing to discuss modifications to the breadth and depth of this proposal based upon your needs and fiscal resources. If you should need any additional information, please do not hesitate to contact me directly at (410) 752-9734 or by email at
flee@tydingslaw.com. We are very much looking forward to having an opportunity to be of service to Macon-Bibb County.

Very truly yours,

[Signature]

Franklin M. Lee

Enclosures
Macon-Bibb County: Proposal for Legal Services Establishing Economic Inclusion Policies

The following proposal (together with attachment) is submitted on behalf of the law firm of Tydings & Rosenberg LLP at the request of Macon-Bibb County for the provision of legal advice to the County in connection with performance of the following scope of services. Provided in the proposal below is the special local government discounted hourly rate that will be applied to Mr. Lee’s time and to his legal associate’s time, the projected number of hours required for performance of the scope of work (as described in Tasks One through Seventeen), projected travel expenses to be reimbursed at cost by the County, and an agreed upon “not to exceed” budgeted dollar amount for this engagement (subdivided into three phases).

Staffing

Franklin M. Lee, Esquire will serve as the principal and supervising attorney for Tydings & Rosenberg LLP in this matter. For over sixteen years, Mr. Lee served as Chief Counsel for the Minority Business Enterprise Legal Defense and Education Fund, Inc. (“MBELDEF”), a national non-profit public interest law firm, established by former Maryland Congressman Patron J. Mitchell to protect and defend the class interests of the minority business community. As Chief Counsel of MBELDEF, his primary responsibilities included oversight and drafting of appellate briefs as amicus curiae and as an intervening party in numerous constitutional challenges to federal, state, and local minority business programs. Such briefs were filed in the 4th, 6th, 9th, 10th, and 11th judicial circuits (e.g., Carpenter v. Dole, Tennessee Asphalt v. Farris, Associated General Contractors v. San Francisco, Concrete Works v. City and County of Denver, and S. J. Groves v. Fulton County). In addition, he filed amicus briefs in U. S. Supreme Court cases involving the constitutionality of minority business programs such as J. A. Croson v. City of Richmond, Adarand Constructors, Inc. v. Pena, and Adarand Constructors, Inc. v. Mineta.

At various times, Mr. Lee has provided litigation support and legal consultations to trial teams defending MBE programs (e.g., Columbus, Ohio, Baltimore, MD, and Denver, Colorado). The Civil Rights Divisions of the U. S. Justice Department and the U. S. Department of Transportation have also consulted him about proposed revisions to the federal disadvantaged business enterprise programs that have been challenged and upheld in court. Moreover, in anticipation of potential litigation, Mr. Lee participated directly in convening top economists and legal practitioners to establish the legal framework for methodologies in dozens of disparity studies for state and local governments. Since entering private practice in 2002, Franklin Lee has routinely provided advice and counsel to local government clients in Maryland and across the nation in drafting legislation to establish or modify existing small and minority business programs that are narrowly tailored to address the various findings and policy recommendations of disparity studies.

Mr. Lee will be the attorney with primary responsibility in this matter to perform the tasks outlined below. (See the attached bio of Mr. Lee for a more detailed description of his qualifications and experience.) In the circumstance where there are other attorneys or professionals in our firm that you may call upon to assist in performing these tasks, they shall
perform those tasks under Mr. Lee's direct and personal supervision. The names and credentials of any associate counsel that may be assigned some task in the absence of Mr. Lee shall be provided upon request.

**Hourly Rates**

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<th>Name</th>
<th>Position</th>
<th>Standard Hourly Rate</th>
<th>Discounted Hourly Rate</th>
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<tbody>
<tr>
<td>Franklin M. Lee</td>
<td>Partner and Supervising Attorney</td>
<td>$400</td>
<td>$350</td>
</tr>
<tr>
<td>Taren Stanton</td>
<td>Associate Attorney</td>
<td>$310</td>
<td>$260</td>
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**Note:** To the extent other attorneys or professionals are assigned to work on this matter, their standard hourly rates shall be discounted by at least 20%, and in no instance shall such rates be in excess of the discounted hourly rate of $350 quoted above.

Over the course of the next two and one-half years, the following scope of services will be performed in three distinct phases:

Phase I – Program Infrastructure and Establishment of Interim Race/Neutral Programs

Phase II – Race/Neutral Program Implementation and Disparity Study Preparations

Phase III – Disparity Study Implementation and Race/Conscious Policy Deliberation

These phases may be contracted for through a single contract or through three sequential contracts (i.e., one contract for each phase of the scope of work).

**Scope of Services**

**Phase I (Four Months) – Program Infrastructure and Establishment of Interim R/N Programs**

**Task 1: Evaluation and Design Modification for Mandatory Centralized Bidder Registration Systems and Procedures / Beta Testing**

Under this Task, current systems, software, and procedures of the County for requiring automated web-based registration of all prospective bidders and contractors will be examined, evaluated, and compared to the model design and "best practices" for centralized bidder registration systems of other jurisdictions. To the extent the County's current centralized bidder registration system lacks important features, data fields, and functionalities required for effective
implementation of economic inclusion policies and for the efficient and legally defensible conduct of disparity studies, recommendations will be made for modifications to those systems and procedures and/or for upgrading, integration, or installation of new software. Beta testing will be undertaken to ensure the proper operation of the re-designed centralized bidder registration system.

Projected Hours: 80

**Task 2: Establishment of Small Business Advisory Committee**

Under this Task, we will assist the County in establishing a Small Business Advisory Committee comprised of key stakeholders in the local business community to provide SLMBE program oversight and guidance to County Staff and policymakers regarding proposed changes to race/gender-neutral and race/gender-conscious economic inclusion policies, programs and procedures. Similar models from other jurisdictions, including, but not limited to San Antonio and the City of Baltimore will be presented for the County’s consideration.

Projected Hours: 8

**Task 3: Drafting of Race-/Gender-Neutral Policies & Strategies**

Under this Task, a range of race-/gender-neutral economic inclusion policies and strategies as outlined below will be drafted and presented to the County for its consideration, adoption, and implementation. Relying upon a variety of “best practices” from other jurisdictions and any legal constraints under Georgia law, these policies and strategies will provide enhanced opportunities for small, minority, and local business enterprises to participate in County contracts at the prime and subcontract levels. In addition, these policies and strategies will be designed to enhance the availability and capacity of small, local, and minority/women business enterprises in Macon-Bibb County.

A. Commercial Non-Discrimination Policy
B. Procurement Reforms
C. Small Local Business Enterprise Program
D. Capacity Development Initiatives
   1. Working Capital
   2. Bonding Assistance
   3. Mentor-Protégé Program
   4. Technical Assistance Referral Network
   5. Competitive Business Development Initiative – Pilot Projects / Economic Development Projects

Projected Hours: 120
Task 4: Policy Deliberation (R/N Programs, Policies and Strategies)

Under this Task (including the subtasks outlined below), presentations to explain proposed policies and strategies drafted under Task 3 will be made to the Small Business Advisory Committee, various community business stakeholder meetings, and County staff responsible for implementation and administration. Based upon feedback received from these stakeholder groups and policymakers, revisions to the proposed programs and strategies will be made. Finalized race-neutral programs, policies, and strategies will then be presented to the County Commissioners and County Manager for consideration and adoption. Based upon duties and responsibilities of County staff under the proposed programs and policies, a resource needs assessment will be provided to the County to expedite and facilitate effective program implementation. The resource needs assessment will include a suggested design for the organizational structure of the Small Business Office, suggested staffing levels, a budget estimate, and identification of potential funding sources, based upon models from similar jurisdictions.

A. Review & Comment: Small Business Advisory Committee Stakeholder Meetings
B. Review & Comment: Macon-Bibb Staff
C. Revisions and Edits to Proposed R/N Programs, Policies, and Strategies
D. Resource Needs Assessment (Organizational Structure, Staffing, Budget, Funding Sources for Small Business Office)
E. Presentation & Adoption: Macon-Bibb County Board of Commissioners

Projected Hours: 80
Phase II (12 Months) – R/N Program Implementation and Disparity Study Preparations

Task 5: Drafting of Administrative Procedures for Small Local Business Enterprise Program

Under this Task, detailed administrative procedures will be drafted for the Small Business Office’s implementation of the Small Local Business Enterprise Program. These procedures will address such topics as outreach functions, the SLBE certification process, application of affirmative procurement initiatives to contracts, roles and responsibilities of County staff and contractors, contract compliance, and graduation.

Projected Hours: 100

Task 6: Staff Training (SLBE Program Certification, Goal Setting, and Compliance)

Under this Task, PowerPoint presentations and training materials will be developed for County staff, and will be delivered through three distinct training sessions on SLBE Program certification, goal setting and other applications of affirmative procurement initiatives to County contracts, and contract compliance duties and responsibilities.

Projected Hours: 40

Task 7: Small Business Advisory Committee – Six-Month Program Review

At the end of six months of operation of the Small Local Business Enterprise Program, we will facilitate a program review by the Small Business Advisory Committee. In collaboration with the Small Business Office, data regarding outreach activities, certification of SLBE firms, prime contract and subcontract participation of SLBE firms, and other aspects of the administration of the SLBE Program will be presented to the Small Business Advisory Committee. Proposals for modifications to the program to improve its administration and effectiveness will be considered and formally recommended by the Committee to the County Manager and the Small Business Office.

Projected Hours: 40
**Task 8: Drafting of Disparity Study RFP / Funding / Issuance or RFP**

Under this Task, a scope of work for a County Disparity Study will be drafted based upon controlling legal precedent, available data, and current best practices for disparity study methodology to examine whether ongoing effects of marketplace discrimination are adversely affecting the availability and utilization of minority and/or women business enterprises in the County's relevant marketplace. Advice will be provided to the County regarding proposed study budget and funding, consultant selection criteria, reasonable timelines for contract award and performance, and issuance of the RFP by the County (at least one year after initiation of its SLBE program).

Projected Hours: **80**

**Task 9: Oversight of Disparity Study Consultant Selection Process / Study Kick-Off**

Under this Task, advice will be provided to the County regarding formation of a Disparity Study Oversight Committee for purposes of selection of a Disparity Study Consultant. We will also serve as a technical advisor to that Oversight Committee by reviewing submitted proposals, preparing consultant interview questions, and participating in the interview process for prospective consultants. (However, we will not participate in the voting for the selection of the Disparity Study Consultant.) We will also participate in the study kick-off meeting to assure that proper lines of communication between the County and selected Consultant are established to facilitate efficient processing and transmittal of data requests and to troubleshoot any methodological issues that might arise based upon data availability.

Projected Hours: **40**

**Phase III (12 Months) – Disparity Study Implementation / R/C Policy Deliberation**

**Task 10: Review of Draft Disparity Study & Study Recommendations**

Under this Task, a comprehensive and detailed critical review of the draft disparity study will be conducted for purposes of evaluating the legal defensibility of study findings and policy recommendations based upon controlling legal precedent and “best practices” for disparity study methodology.

Projected Hours: **100**
Task 11: Formal Introduction of Final Disparity Study / Acceptance of Study by Board of Commissioners

Under this Task, the Final Disparity Study will be formally introduced to the County Commissioners. A resolution will be drafted for consideration by the Commissioners to formally accept the findings of the Disparity Study and to authorize the use of the Study as the basis for further policy deliberation to address the effects of any identified marketplace discrimination that is adversely affecting the availability and utilization of minority and/or women business enterprises in the relevant geographic market for Macon-Bibb County.

Projected Hours: 16

Task 12: Drafting of Policy Option Matrix Based Upon Study Findings

Under this Task, Mr. Lee will prepare and present to County staff and Commissioners a policy option matrix that represents the full range of race- and gender-neutral, and race- and gender-conscious, policy options that are legally defensible and appropriately narrowly tailored based upon the strength of the totality of the evidence from the Disparity Study. The outline of program elements and remedies proposed within the policy option matrix will be narrowly tailored to effectively address identified barriers to the mainstream participation of small, minority and women-owned businesses in the relevant marketplace. In preparing this policy option matrix, Mr. Lee will take into consideration those policy and administrative recommendations advanced by the disparity study consultant, and may also include other policy options that reflect "best practices" and effective administrative trends as implemented by other local governments around the country to the extent such policy recommendations and practices are supported by the findings of the Disparity Study. Pros and cons for each proposed policy option will be succinctly summarized within the matrix document. References to supporting evidence and findings within the study will also be cited. Edits to this document based upon the feedback received will be made.

Projected Hours: 80

Task 13: Small Business Advisory Committee & Stakeholder Meetings on Policy Options

Under this Task, Mr. Lee will facilitate Small Business Advisory Committee meetings and business stakeholder meetings for purposes of reviewing and commenting upon the policy option matrix document prepared under Task 12. In conducting such meetings, Mr. Lee will fully explain the rationale for, and operation of, various proposed policy options, and also facilitate a
discussion with stakeholders regarding the pros and cons of various options. The purpose of these stakeholder meetings will be to elicit feedback on those policy options that are favored or disfavored by stakeholders as being more or less necessary, viable, and effective for the Macon-Bibb County marketplace.

Projected Hours: 80

**Task 14: Drafting of Narrowly Tailored Small Local Minority Business Enterprise Ordinance**

Based upon feedback from public stakeholders, County staff, and County Commissioners regarding the efficacy and desirability of various policy options presented in the policy option matrix, Mr. Lee will draft a Small Local Minority / Women Business Enterprise Ordinance for Macon-Bibb County that is appropriately narrowly tailored with race- and gender-neutral program elements, and where appropriate and legally defensible, with race- and gender-conscious program elements. The SLMBE Ordinance will be drafted in a manner to maximize the legal defensibility and effectiveness of the program in facilitating the mainstream inclusion of small, local, minority, and women-owned businesses in County contracting, and in the broader relevant marketplace for Macon-Bibb County.

Projected Hours: 160

**Task 15: Public Hearings / Stakeholder Meetings / Adoption of Ordinance**

In furtherance of the policy deliberation phase, under this Task, the Small Local Minority / Women Business Enterprise Ordinance drafted pursuant to Task 14 will be presented and discussed at a series of public hearings and stakeholder meetings conducted by the County Commissioners and the Small Business Advisory Committee. At these meetings, Mr. Lee will fully explain the rationale and operation of the draft SLMBE ordinance and make formal recommendations to County Commissioners regarding the adoption of the draft ordinance and / or any proposed amendments to the draft ordinance.

Projected Hours: 40

**Task 16: Drafting of SLMBE Program Administrative Procedures**

Under this Task, administrative procedures, rules, and forms for the Small Local Minority / Women Business Enterprise Ordinance will be drafted in consultation with the County’s Small Business Office. Necessary modifications to the organizational structure and staffing needs for
the Small Business Office will be included under this Task. These standard operating procedures will provide details on the roles and responsibilities of various parties and departments in a manner consistent with the program outlined by the SLMBE Ordinance.

Projected Hours: 80

Task 17: Staff Training (Certification, Application of APIs, and Compliance) & Ongoing Program Support

Under this Task, Mr. Lee will facilitate a series of training sessions with key County staff that have administrative responsibilities under the SLMBE Program, with special emphasis on certification requirements, application of Affirmative Procurement Initiatives ("APIs") provided for by the Program (e.g., setting subcontracting goals, evaluation preferences, etc.), and contract compliance mechanisms for enforcing contract terms and conditions set by the SLMBE Program. In conjunction with the completion of staff training, Mr. Lee will assist the Small Business Office in planning a coordinated roll-out of the entire SLMBE Program. Up to twenty hours are also budgeted under this Task for our ongoing availability to respond to ad hoc questions and inquiries from the County following the full SLMBE Program roll-out.

Projected Hours: 60
Budget (Phases I, II, and III)

Phase I (4 months)

Projected Number of Total Hours: 288

Hourly Rate (F. Lee): $350/ Hr. X 200 Hours =

Labor Subtotal 1: $70,000.00

Hourly Rate (T. Stanton): $260/ Hr. X 88 Hours =

Labor Subtotal 2: $22,880.00

Reimbursable Travel Budget: 5 trips @ $1700 = $8,500.00

Phase I: Not-To-Exceed Budgeted Amount for Phase I of Engagement: $101,380.00

Phase II (12 months)

Projected Number of Total Hours: 300

Hourly Rate (F. Lee): $350/ Hr. X 220 Hours =

Labor Subtotal 1: $77,000.00

Hourly Rate (T. Stanton): $260/ Hr. X 80 Hours =

Labor Subtotal 2: $20,880.00

Reimbursable Travel Budget: 4 trips @ $1700 = $6,800.00

Phase II: Not-To-Exceed Budgeted Amount for Phase II of Engagement: $104,680.00
Phase III (12 months)

Projected Number of Total Hours: 616

Hourly Rate (F. Lee): $350/ Hr. X 456 Hours =
Labor Subtotal 1: $159,600.00

Hourly Rate (T. Stanton): $260/ Hr. X 160 Hours =
Labor Subtotal 2: $41,600.00

Reimbursable Travel Budget: 8 trips @ $1700 = $13,600.00

Phase III: Not-To-Exceed Budgeted Amount for Phase III of Engagement: $214,800.00

TOTAL Not-To-Exceed Amount Budgeted for Completion of Phases I, II, and III Combined: $420,860.00**

(** Note: Out of this total not-to-exceed amount of $420,860.00, $28,900.00 is budgeted for reimbursable travel expenses for a total of 17 trips to Macon-Bibb County over the course of 28 months. This figure represents the maximum cost for reimbursement of actual out-of-pocket travel expenses that may be incurred by the County.)

Billing

Franklin Lee will be the billing partner at our firm responsible for handling the billing for your matter. We will submit an itemized bill to you on a regular basis, normally each month, for fees and disbursements for expenses. In addition to hourly fees for attorney and professional time expended on your behalf, the Client will be billed for out-of-pocket expenses the firm has reasonably incurred on the Client’s behalf. Such out-of-pocket expenses may include, but not be limited to, travel expenses, courier and delivery charges, postage, photocopying, and exhibit costs. However, the combined total of fees and expenses billed for this matter may not exceed the total of $420,860.00 stated above. Payment of such bills will be due upon receipt.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING
ARTICLE I CHAPTER 19 OF THE CODE OF ORDINANCES OF MACON-BIBB
COUNTY, GEORGIA TO UPDATE THE DEFINITION OF “LOCAL VENDOR” AND
“LOCAL OFFEROR” FOR PROCUREMENT AWARD PURPOSES; AND FOR OTHER
PURPOSES.

WHEREAS, the Macon-Bibb County Commission believes that it is in the public interest
to purchase or procure supplies and services of a high quality from local businesses and vendors
whose principal place of business is located within the limits of Macon-Bibb County; and

WHEREAS, in addition, the Macon-Bibb County Commission believes that it is in the
public interest to purchase or procure supplies and services of a high quality from businesses or
vendors which, while located outside the limits of Macon-Bibb County, are majority-owned by
residents of Macon-Bibb County; and

WHEREAS, currently, local businesses and local vendors are eligible to receive a “local
preference” for procurement purposes if the bid of that local business/vendor is within five percent
(5%) of the lowest non-local bidder; and

WHEREAS, the purpose of this ordinance change will be to grant this “local preference”
to businesses and vendors which, while located outside the limits of Macon-Bibb County, are
majority-owned by residents of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so ordained by authority of the same that Article I of Chapter 19 of the Code of
Ordinances of Macon-Bibb County, Georgia is hereby added and shall read as follows:

Section 1

Article I of Chapter 19 of the Code of Ordinances of Macon-Bibb County, Georgia is
hereby amended to change the definition of “local offeror” and “local vendor” and shall read as
follows:

Sec. 19-1. Definitions

Local offeror means any offeror whose principal place of business is located within
Macon-Bibb County, or any offeror whose business is majority-owned (> 50.1%) by
individuals whose primary home residence is located within Macon-Bibb County and said primary residence is owned by said individual or individual’s spouse.

Local vendor means any vendor or bidder whose principal place of business is located within Macon-Bibb County, or any vendor or bidder whose business is majority-owned (> 50.1%) by individuals whose primary home residence is located within Macon-Bibb County and said primary residence is owned by said individual or individual’s spouse.

Section 2

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

Section 3

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

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

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

Section 4.

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

Section 5.

This Ordinance shall become effective immediately upon its approval by the Mayor or
upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____________, 2015.

By: _____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ___________________________
    JEAN S. HOWARD, Clerk of Commission

(SEAL)
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $107,870 FROM FUND BALANCE TO PAY THE OUTSTANDING PENSION PAYMENT DUE TO THE MACON-BIBB COUNTY PENSION PLAN OF 1968 FOR THE KEEP MACON-BIBB BEAUTIFUL COMMISSION (KMBBC) PARTICIPANTS PRIOR TO JULY 31, 2006; AND FOR OTHER PURPOSES.

Purpose: To allocate $107,870 from fund balance to pay the outstanding pension payments due to Bibb County Pension Plan for KMBBC participants prior to July 31, 2006.

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

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

WHEREAS, the Keep Macon-Bibb Beautiful Commission (KMBBC) is an unincorporated agency of Macon-Bibb County originally created in 1974 thru the joint adoption of Ordinances by the City of Macon and Bibb County, and it’s existence was carried over pursuant to the adoption of the Macon-Bibb County Code of Ordinances; and

WHEREAS, to satisfy the obligations of its employees who participated in the Bibb County Pension Plan of 1968, (now known as the Macon-Bibb County Pension Plan of 1968), thru July 31, 2006, the KMBBC executed a promissory note dated February 1, 2013, to the Bibb County Board of Commissioners, (attached hereto as Exhibit A along with other supporting documentation), in the principal amount of $120,084.41 with monthly payments of $1,205.90 thru February 1, 2023; and

WHEREAS, the KMBBC began making monthly payments on January 1, 2014, pursuant to the terms of the promissory note, and the KMBBC has repaid a total of $13,353.10 to date; and

WHEREAS, said monthly payments have and continue to create a strain on the cash flow of the KMBBC; and

WHEREAS, the KMBBC is funded solely as a line item in Macon-Bibb County’s annual budget, with the exception of money earned from the sale of Cherry Trees during the festival; and
WHEREAS, Section 2-257 of the Macon-Bibb County Code of Ordinance provides that the KMBBC shall have the power to receive and disburse funds within the limitations of appropriations approved by Macon-Bibb County; and

WHEREAS, the KMBBC has requested that Macon-Bibb County provide the necessary appropriations to pay the outstanding pension payments due to Bibb County Pension Plan for KMBBC participants prior to July 31, 2006; and

WHEREAS, the Macon-Bibb County Commission finds that it is in the best financial interest of Macon-Bibb County to pay the outstanding pension payments due to Bibb County Pension Plan for KMBBC participants prior to July 31, 2006; and

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

Section 1.

That the additional sums of money, $107,870, as itemized on the pages to follow, attached hereto as No. ___, for the various operations of Macon-Bibb County be hereby appropriated to pay the outstanding pension payments due to Bibb County Pension Plan for KMBBC participants prior to July 31, 2006, and those sums of money, $107,870, in parentheses are hereby disappropriated from the General Fund line item appearing opposite same.

Section 2.

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

Section 3.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ___ day of ______________, 2015.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

JEAN S. HOWARD, Clerk of Commission

(SEAL)
Macon-Bibb County
July 1, 2014 to June 30, 2015
Budget Amendment

Date of Request: 5/8/2015
Department: Budget

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<tr>
<td>FUND BALANCE</td>
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Total: 107,870.00

Transfer To:

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<th>Account Title</th>
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<tbody>
<tr>
<td>BIBB COUNTY PENSION PLAN</td>
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Total: 107,870.00

Reason for Transfer:
Complete payment of KMBB pension payment

Approvals:

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<td>County Manager Initials/Date</td>
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<tr>
<td>Finance Complete Transfer</td>
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</table>

Initials/Date: 2015

Notes to file:
Tuesday, May 12, 2015
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on April 28, 2015
Meeting: May 12, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
4-28-2015.pdf (13 KB)

2. APPOINTMENT TO BOARDS, COMMISSION AND AUTHORITIES

Subject: A. A Resolution Reappointing Dr. R. Kirby Godsey to the Development Authority of Macon-Bibb County For An Additional Term of Four (4) Years
Meeting: May 12, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. APPOINTMENT TO BOARDS, COMMISSION AND AUTHORITIES
Access: Public
Type: Action

SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
5-12-2015 - Res Reappointing Dr K Godsey Development Authority.pdf (127 KB)

3. TRANSFER OF PROPERTY TO MACON HOUSING AUTHORITY
4. SENIOR CITIZENS CENTER UPDATE

Subject A. A Resolution Authorizing The Macon-Bibb County Administrative Staff To Review The Feasibility And Economic Costs Associated With Incorporating The New Macon-Bibb County Senior Center At The Site Of The Former A.L. Miller High School
Meeting May 12, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 4. SENIOR CITIZENS CENTER UPDATE
Access Public
Type Action

SPONSORED BY COMMISSIONER AL TILLMAN AND COMMISSIONER ELAINE LUCAS

File Attachments
5-12-2015 - Res Review Feasibility Economic Costs for Senior Center.pdf (181 KB)

5. BLIGHT UPDATE

Subject A. Update on Blight
Meeting May 12, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 5. BLIGHT UPDATE
Access Public
Type

6. FILMORE THOMAS UPDATE

Subject A. Update on Filmore Thomas
Meeting May 12, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 6. FILMORE THOMAS UPDATE
Access Public
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

April 28, 2015

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

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

OTHERS PRESENT:  
Mayor Robert A. B. Reichert  
Commissioner Mallory Jones  
Commissioner Gary Bechtel  
Mayor Pro Tem Bert Bivins  
Commissioner Scotty Shepherd  
Dale Walker, County Manager  
Charles Coney, Asst. County Manager  
Steve Layson, Assistant County Manager  
Judd Drake, County Attorney  
Reginald McClendon, Assistant County Attorney  
Opie Bowen, Assistant County Attorney  
Chris Flore, Asst. to County Manager  
Julie Moore, Assistant to the County Manager  
Jean Howard, Clerk of the Commission  
Janice Ross, Asst. Clerk of the Commission  
David Fortson, Director of Engineering

NEWS MEDIA:  
Phillip Ramati, The Telegraph  
Anita Oh, WMAZ TV

VISITORS/GUESTS:  
Chris Sheridan, Chairman, Urban Dev. Authority  
Alex Morrison, Economic and Community Development  
Thomas Jones  
Kay Gerhardt, Urban Development Authority

1. Approval of Minutes from meeting on April 14, 2015

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, DeFore and Watkins voting in the affirmative, the minutes of April 4, 2015 were approved.

2. Appointment To Boards, Commissions and Authorities

A. Appointing Andrew L. Galloway To River Edge Behavioral Health Community Service Board

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Lucas and Watkins voting in the affirmative, the resolution reappointing Andrew Galloway to the River Edge Behavioral Health...
Community Service Board for a Three (3) Year Term to run from July 1, 2015 until June 30, 2018 was approved.

B. Appointing Tim Jones to the Macon-Bibb County Planning and Zoning Commission

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, DeFoe, and Watkins voting in the affirmative, the resolution appointing Tim Jones to the Macon-Bibb County Planning and Zoning Commission was approved.

3. Support of Tindall Partners I, L.P.

ACTION:

On motion of Commissioner Tillman, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, DeFoe and Watkins voting in the affirmative, the resolution to support Tindall Partners I, L.P. and its application for low income housing tax credits to develop the Tindall Seniors Towers Property located at 985 Plant Street in Macon – Bibb County was approved.

4. Senior Citizens Center Update

Discussion

Steve Layson, Assistant County Manager, reported that the evaluation of the Bloomfield Center was complete and a report would be forthcoming. Commissioner Tillman stated that he would like to see a draft resolution to work with the Oracle Group, the firm renovating A. L. Miller High School, to move the Senior Citizens Center to their location. Commissioner Tillman stated that he had heard the complaints about the Bloomfield location and he believes it is important to listen to their concerns and respond. Commissioner Lucas concurred and stated that with as many people who had brought concerns before the Commission it was important to respond. Judd Drake, County Attorney, stated that he would draft a resolution for the next meeting of the Economic and Community Development Committee. Mayor Reichert reminded the Commission that a firm had been hired to present the tentative plans for the Bloomfield location at several Community meetings and he would like to see these meetings take place so that seniors could see the Center’s possibilities before giving up on the Bloomfield location. He continued that he would contact the Oracle Group and get their input for placing the Center in their building. Clay Murphey stated there are two contracts; one for the Senior Citizens Center and one for Bloomfield Recreation.

5. Blight Update

Discussion

Charles Coney, Assistant County Manager, discussed the recent work on the Blight Task Force. Mr. Coney reported that the County recently celebrated the demolition of the 100th blighted home of the year on Cynthia Avenue. The house at 555 Cynthia Avenue was the first of three up for demolition on the block, all of them within sight of Elam Alexander School on Second Street.
He also reported that Macon Habitat for Humanity ended its deconstruction pilot project in Lynmore Estates in Macon on Friday, April 24, 2015. This innovative blight solution is being tested for full deployment throughout the County. Representatives from Akron, Ohio and Wichita, Kansas met with government leaders a few weeks ago and shared their success with the project. Sample deconstruct contracts are being reviewed by the legal department. When asked if this was a more cost effective method, Mr. Coney responded that those numbers are still being tabulated and Harold Tessendorf with Habitat for Humanity would be coming to the Commission meeting with a report in the near future.

Mr. Coney reported on April 22, 2015, the County took part in celebrating and promoting Earth Day. Last year, Parks and Beautification set a goal of planting 250 trees. To date, Sam Kitchens, Assistant Director, states that there are over 320 trees planted. These are trees are ten to twelve feet tall and three inches in diameter. Trees are planted at the request of individuals.

6. Filmore Thomas

Discussion

Steve Layson, Assistant County Manager, reported that Wimberly Treadwell has almost finished the work on the plans for Filmore Thomas.

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

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING DR. R. KIRBY GODSEY TO THE DEVELOPMENT AUTHORITY OF MACON-BIBB COUNTY FOR AN ADDITIONAL TERM OF FOUR (4) YEARS; AND FOR OTHER PURPOSES.

WHEREAS, the Development Authority of Macon-Bibb County was created pursuant to O.C.G.A. 36-62-1 et. seq. in order to facilitate the development and promotion of general welfare, trade, commerce, industry, and employment opportunities in Macon-Bibb County; and

WHEREAS, the Development Authority of Macon-Bibb County also assists in providing financing for projects for air and water pollution control facilities by industries; and

WHEREAS, upon consolidation of Bibb County, Georgia and the City of Macon, Georgia, the Development Authority of Macon-Bibb County was continued pursuant to adoption of such organization by the Macon-Bibb County Commission pursuant to Macon-Bibb County Ordinance Sec. 2-800 through 2-801; and

WHEREAS, the term of Dr. R. Kirby Godsey expired on April 18, 2015 and Dr. Godsey has been recommended for reappointment to the Development Authority of Macon-Bibb County by the Mayor; and

WHEREAS, the reappointment for Dr. Godsey shall begin ex post facto on April 19, 2015 and continue for a four (4) year term to April 18, 2019; and

WHEREAS, Dr. Godsey meets all requirements necessary for reappointment to serve another term as a member of the Development Authority of Macon-Bibb County; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Dr. R. Kirby Godsey is hereby reappointed to an additional term as a member of the Board of the Development Authority of Macon-Bibb County, with said term being for a period of four (4) years as referenced above.

APPROVED AND ADOPTED this ___ day of __________________, 2015.

By: ________________________________
   ROBERT A.B. REICHERT, Mayor

Attest: ________________________________
   JEAN S. HOWARD, Clerk of Commission
Biographical Information

R. Kirby Godsey

R. Kirby Godsey, Ph.D., served 27 years as President and CEO of Mercer University before being named Chancellor in 2006.

The 182-year-old institution experienced its most significant growth in size and prominence under his leadership, becoming one of the most comprehensive universities of its size in the nation. He established seven of the university’s eleven schools and colleges, including schools of business, engineering, music and medicine; an academic press; a performing arts center, and an engineering research center. He also led the merger of Georgia Baptist College of Nursing with Mercer. He established valuable educational partnerships with Robins Air Logistics Center in Warner Robins and with Piedmont Healthcare in Atlanta in the joint creation of the Center for Health and Learning.

As a tribute to Dr. Godsey and his enduring legacy of leadership, the Mercer University Board of Trustees voted at its April 2006 meeting to name the historic administration building on the Macon campus in his honor. The four-story structure, which has been the seat of every Mercer President for the past 141 years, is now known as the R. Kirby Godsey Administration Building. At that same meeting, the Trustees named Dr. Godsey as chancellor and university professor.

In addition to serving as Chancellor of Mercer, Dr. Godsey is Chairman of the Board of Birch Communications in Atlanta, and Myers McRae Executive Search and Consulting firm in Macon. He is a member of the Bibb County Development Authority in Macon, Georgia.

He has served as a member of the Executive Council of the College Commission for the Southern Association of Colleges and Schools (SACS) and on the Executive Committee of the National Association of Independent Colleges and Universities. SACS recognized his outstanding work on accreditation standards by awarding him its highest honor: the Distinguished Leadership Award.

With a bachelor’s degree from Samford University, he earned his Master of Divinity and Doctor of Theology degrees from New Orleans Baptist Theological Seminary, Master of Arts in Philosophy from the University of Alabama and Ph.D. in Philosophy from Tulane University. He is recipient of honorary doctorates from The University of South Carolina, Samford University, Campbell University, and Averett University.
In 1998, 2000, 2002 and 2003, Dr. Godsey was named as one of the 100 most influential Georgians by Georgia Trend magazine. In 2002, he was named the Council for Advancement and Support of Education (CASE) III Chief Executive Officer of the Year. The Macon Chamber of Commerce recognized him in 2003 as the Macon Citizen of the Year. In 2010, he was honored for his vision and leadership in the founding of NewTown Macon, a not-for-profit organization dedicated to the continuing vitality of Macon.

Dr. Godsey is the author of When We Talk About God, Let’s Be Honest; The Courage Factor, and Centering Our Souls and has written numerous articles for professional journals. His latest book, entitled Is God a Christian? Creating a Community of Conversation, was released May 2011.

A dynamic and compelling speaker, Dr. Godsey is often asked to lecture on a range of topics from theology to leadership and geopolitical trends. His powerful, thoughtful presentations engage and inspire audiences across the nation.

Dr. Godsey serves on a number of civic and professional boards and committees. He is a member of the Board of Directors of the Rome Chamber Music Festival in New York and the Peyton Anderson Foundation in Macon.

Dr. Godsey is a member of First Baptist Church of Christ in Macon. He and his wife, Joan Stockstill Godsey, have four adult children, Raleigh, Hunter, Erica, and Stephanie, and five grandchildren.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE CONDITIONAL TRANSFER OF A 1.115 ACRE COUNTY OWNED PARCEL LOCATED AT 1727 COLLEGE DRIVE TO THE MACON HOUSING AUTHORITY FOR INCLUSION IN THE PROPOSED TINDALL HEIGHTS MASTER PLAN DEVELOPMENT; TO AUTHORIZE THE CONDITIONAL CLOSURE AND TRANSFER OF THE COUNTY OWNED RIGHT-OF-WAY LOCATED WITHIN ALABAMA STREET, COLLEGE DRIVE, AND A PORTION OF ELIZABETH STREET TO THE MACON HOUSING AUTHORITY FOR INCLUSION IN THE PROPOSED TINDALL HEIGHTS MASTER PLAN DEVELOPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Housing Authority of Macon-Bibb County (hereinafter, the "Macon Housing Authority") is a public housing authority chartered and created in 1938 under the laws of the State of Georgia; and

WHEREAS, the Macon Housing Authority is best known for the administration of traditional housing programs including the Public Housing and Housing Choice Voucher (Section 8) programs; and

WHEREAS, in addition, through its creation of non-profit corporations and use of non-traditional financing (including without limitation federal and state low income housing tax credits) to develop multi-family housing, special needs housing, and single-family home ownership opportunities, the Macon Housing Authority has ventured into new and exciting areas of housing development and program diversification for which it has received numerous awards for innovative programs and architectural design; and

WHEREAS, the Macon Housing Authority has identified and developed a master land-use plan (the "Plan") for the renovation and redevelopment of the existing public housing development consisting of approximately 15.46 acres, more or less, located at 985 Plant Street, Macon, Bibb County, Georgia known as Tindall Heights (the "Project"), with a copy of said Plan being attached hereto as Exhibit A; and

WHEREAS, the Tindall Heights area currently contains four hundred and twelve (412) units of functionally obsolete public housing which are in need of demolition and redevelopment; and

WHEREAS, the Plan will consist of (potentially) five (5) phases that will demolish the existing functionally obsolete public housing units and replace it with new, high quality, affordable housing units that will revitalize the area, create new commercial development opportunities, and provide a positive economic impact on the community; and
WHEREAS, the first phase of the Plan will consist of a three (3) story multi-family development consisting of seventy-six (76) units to be known as Tindall Senior Towers (hereinafter “Phase I Development”); and

WHEREAS, the Macon Housing Authority is currently in the process of submitting applications for the demolition and disposition of the existing public housing units from the Housing and Urban Development (hereinafter “HUD”) and, through its non-profit development affiliate, an allocation of federal and state low income housing tax credits (hereinafter “Credits”) from the Georgia Department of Community Affairs (hereinafter “DCA”); and

WHEREAS, on such applications, the Macon Housing Authority must show to DCA that it has contingent approval to acquire an ownership interest in all land encompassing the proposed Phase I Development in order to pass threshold review of its application to DCA and to maximize its likelihood of receiving an allocation of Credits; and

WHEREAS, as such, the Macon Housing Authority has requested to acquire a County owned parcel consisting of approximately 1.115 acres located at 1727 College Drive, Macon, Bibb County, Georgia and immediately adjacent to the proposed Phase I Development, as well as portions of the County right-of-way of certain streets that are located within the area of the proposed Phase I Development; and

WHEREAS, should the HUD and DCA applications and the Phase I Development be approved and/or funded, respectively, the Macon Housing Authority has agreed to update the roadways and drainage infrastructure in accordance with the Plan, and has agreed to dedicate such infrastructure to Macon-Bibb County upon completion, and upon review and approval by the Macon-Bibb County Engineering Department; and

WHEREAS, the Project lies within the area encompassed by the existing 2014 Macon-Bibb County Urban Redevelopment Plan; and

WHEREAS, pursuant to O.C.G.A. § 36-9-3(f), whenever any county determines that the establishment of a facility of the state or one of its authorities or other instrumentalities would be of benefit to the county, by way of providing activities in an area in need of redevelopment, by continuing or enhancing local employment opportunities, or by other means or in other ways, such county may sell or grant any of its real or personal property to the state or to any of its authorities or instrumentalities and, further, may sell or grant such lesser interests, rental agreements, licenses, easements, and other dispositions as it may determine necessary or convenient; and
WHEREAS, the Macon-Bibb County Commission has determined that this proposed project by the Macon Housing Authority will be of great benefit to Macon-Bibb County by way of providing the redevelopment of affordable housing and improvements to public streets and drainage infrastructure in an area identified by the existing 2014 Macon-Bibb County Urban Redevelopment Plan; and

WHEREAS, in consideration of the public benefits provided by the potential project to Macon-Bibb County, and pursuant to O.C.G.A. § 36-9-3(f), the Macon-Bibb County Commission approves and agrees that, should all necessary federal and state applications for funding, Credits, and approval from HUD and DCA be granted for the Phase I Development, the Macon-Bibb County Commission authorizes the Mayor to execute any and all necessary documentation to facilitate the transfer and grant of the 1.115 acre parcel located at 1727 College Drive, as well as the right-of-way located within Alabama Street, College Drive, and the portion of Elizabeth Street from Nussbaum Avenue to Little Richard Penniman Boulevard, to the Macon Housing Authority for use in accordance with the Plan; and

WHEREAS, should the Macon Housing Authority not receive all necessary approval and funding to proceed with the Phase I Development, the authorization for the transfer and grant of the aforementioned property shall be null and void; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, upon the Macon Housing Authority receiving all necessary approval, funding, and Credits from HUD and DCA, the Macon-Bibb County Commission authorizes the Mayor to execute all necessary documentation to transfer and grant the parcel located at 1727 College Drive to the Macon Housing Authority for use in the revitalization of the Tindall Heights neighborhood in accordance with the Phase I Development and the Plan; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, upon the Macon Housing Authority receiving all necessary approval, funding, and Credits from HUD and DCA, the Macon-Bibb County Commission authorizes the Mayor to execute all necessary documentation to transfer and grant the right-of-way located within Alabama Street, College Drive, and the
portion of Elizabeth Street from Nussbaum Avenue to Little Richard Penniman Boulevard to the Macon Housing Authority for use in the revitalization of the Tindall Heights neighborhood in accordance with the Phase I Development and the Plan; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, should the Macon Housing Authority not receive all necessary approval, funding, and Credits from HUD and DCA, the authorization for the transfer and grant of the aforementioned property shall be null and void.

APPROVED AND ADOPTED this _____ day of ______________, 2015.

By: ________________________________
ROBERT A.B. REICHERT, Mayor

Attest: ______________________________
JEAN S. HOWARD, Clerk of Commission

(SEAL)
EXHIBIT A

Macon Housing Authority

Master Land-Use Plan
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING 
THE MACON-BIBB COUNTY ADMINISTRATIVE STAFF TO REVIEW THE 
FEASIBILITY AND ECONOMIC COSTS ASSOCIATED WITH INCORPORATING 
THE NEW MACON-BIBB COUNTY SENIOR CENTER AT THE SITE OF THE 
FORMER A.L. MILLER HIGH SCHOOL; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Parks and Recreation Department is currently in 
the process of developing a master plan for construction of a new Senior Citizens Center in 
Macon-Bibb County; and 

WHEREAS, previously, based upon the analysis of multiple sites, the Macon-Bibb 
County Parks and Recreation Department recommended, and the Macon-Bibb County 
Commission approved, that the new Senior Citizens Center be located at the Bloomfield-Gilead 
Center property; and 

WHEREAS, however, several senior citizens have expressed concern with this location 
and have requested additional locations be considered; and 

WHEREAS, the building and grounds that previously housed A.L. Miller High School, 
located at 2241 Montpelier Avenue, have been approved for development, revitalization, and 
rehabilitation for use as affordable rental housing by A.L. Miller Village LP; and 

WHEREAS, a representative of A.L. Miller Village LP has previously expressed interest 
to the Macon-Bibb County Commission in having a senior citizens recreation area located within 
this development; and 

WHEREAS, as such, in an effort to consider all available alternatives, and to assure that 
the voices of the senior citizens are heard, the Macon-Bibb County Commission authorizes the 
administrative staff of Macon-Bibb County to review the feasibility and economic costs 
associated with constructing the new Senior Citizens Center on the grounds, and in conjunction, 
with the development of the former A.L. Miller High School; and 

WHEREAS, this resolution shall become effective immediately upon its approval by the 
Mayor or upon its adoption into law without such approval; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, 
and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission 
authorizes and directs that the administrative staff of Macon-Bibb County review the feasibility
and economic costs associated with constructing the new Senior Citizens Center on the grounds, and in conjunction, with the development of the former A.L. Miller High School; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that such findings shall presented to the Macon-Bibb County Commission as soon as possible for further review and action.

APPROVED AND ADOPTED this ____ day of ______________, 2015.

By:

______________________________
ROBERT A.B. REICHERT, Mayor

Attest:

______________________________
JEAN S. HOWARD, Clerk of Commission
Tuesday, May 12, 2015
FACILITIES AND ENGINEERING COMMITTEE

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

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From Meeting on April 28, 2015
Meeting May 12, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
4-28-2015.pdf (13 KB)

2. RENAMING OF MAY AVENUE

Subject A. A Resolution To Rename A Portion Of May Avenue To Apostle David L. Pitts Sr. Boulevard;
Meeting May 12, 2015 - FACILITIES AND ENGINEERING COMMITTEE
Category 2. RENAMING OF MAY AVENUE
Access Public
Type Action

SPONSORED BY COMMISSIONER VIRGIL WATKINS

File Attachments
5-12-2015 - Res Rename Portion of May St .pdf (639 KB)

3. DONATION OF PROPERTY

Subject A. A Resolution To Authorize The Mayor to Accept The Donation of 430 Craft Street; To Authorize the Mayor To Execute Any Necessary Documents
Meeting May 12, 2015 - FACILITIES AND ENGINEERING COMMITTEE
### Category
- **3: DONATION OF PROPERTY**

### Access
- Public

### Type
- Action

**SPONSORED BY MAYOR ROBERT A. B. REICHERT**

<table>
<thead>
<tr>
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<tr>
<td>5-12-2015 - Res Donation 430 Craft Street.pdf (96 KB)</td>
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FACILITIES AND ENGINEERING COMMITTEE

MINUTES

April 28, 2015

The Facilities and Engineering Committee was called to order by Committee Chairman Mallory Jones.

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Virgil Watkins
Commissioner Elaine Lucas
Mayor Pro Tem Bert Bivins
Commissioner Larry Schlesinger
Judd Drake, County Attorney
Opie Bowen, Asst. County Attorney
Janice Ross, Assistant Clerk of the Commission
Jean Howard, Clerk of Commission
Chris Floore, Asst. to the County Manager
Reggie McClendon, Assistant County Attorney
Steve Layson, Assistant County Manager
Charles Coney, Assistant County Manager
Dave Fortson, Director of Engineering

NEWS MEDIA:
Phillip Ramati, The Telegraph

VISITORS/GUESTS:
Kay Gerhardt, Urban Development Authority
Chris Sheridan, Chairman, Urban Development Authority
Alex Morrison, Economic and Community Development
Tom Ziegler, T. Y. Lin International

1. Approval of Minutes from the April 14, 2015 meeting

ACTION:

On motion of Commissioner Bechtel seconded by Commissioner Shepherd and carried unanimously with Commissioners DeFore, Tillman, Jones, and voting in the affirmative, the minutes of the April 14, 2015 meeting were approved.

2. Transfer of Property

A. Transfer of Property to the Urban Development Authority

Discussion

Chris Sheridan, Chairman of the Urban Development Authority, stated that the reason for the transfer of the three properties was to finish the work of creating a new entrance to the Ocmulgee Indian Mounds. The Urban Development Authority has been slowly buying up property on Clinton Street in order to create the new entrance; the three properties are currently owned by the County. This will leave a remaining three properties, owned by home owners, to be purchased by the Urban Development Authority. Transferring these properties will add in the Second Street / Main Street Development.

ACTION:

On motion of Commissioner Shepherd seconded by Commissioner DeFore and carried unanimously with Commissioners Bechtel, Tillman, Jones, and voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with the Macon-Bibb
County Urban Development authority to transfer three parcels of property located at 239 Schell Avenue, 275 Clinton Street and 323 Dewitt Street in form to be approved by the County Attorney’s Office was approved.

3. Right of Way Plans

A. Right-Of-Way Plan for Little Richard Penniman Connector

Discussion

Mr. Ziegler with T. Y. Lin International, Inc., discussed the design for the development of construction plans for a pilot block of street scape improvements on Second Street and for the connector between Little Richard Penniman Boulevard and Second Street which includes right of way acquisitions. Mayor Reichert reviewed the map which showed that few streets and alleys would need to be closed for the purpose of construction of Little Richard Penniman Connector. He continued that Telfair Street Lane between Edgewood Avenue and Elm Street, Elm Street Lane between First Street and Telfair Street, a portion of Elm Street and a portion of Ash Street would all need to be closed to complete the project. Judd Drake, County Attorney, stated that he and Reggie McClendon, Assistant County Attorney, had walked the entire street to ensure that the closures were necessary.

ACTION:

On motion of Commissioner Shepherd seconded by Commissioner DeFore and carried unanimously with Commissioners Bechtel, Tillman, Jones, and voting in the affirmative, the resolution approving the Right-of-Way plans required for location and construction of The Little Richard Penniman Connector; approving and accepting the relocation, closure and abandonment of certain portions of municipal streets and alleys required for the location and construction of the Little Richard Penniman Connector in accordance with Exhibit “A” was approved.

B. Right-Of-Way Plans for Log Cabin Drive

Discussion

Mayor Reichert stated this resolution would allow the Land Bank Authority to acquire easements and right-of-ways adjacent to Log Cabin Drive as part of the plan to improve Log Cabin Drive. This will help with the safety issues at Hollingsworth Road where it enters Log Cabin Drive. Commission Lucas stated that with other Right-of-Way acquisitions she would like to see aerial photos.

ACTION:

On motion of Commissioner Bechtel seconded by Commissioner Tillman and carried unanimously with Commissioners Shepherd, , DeFore, Jones, and voting in the affirmative, the resolution approving the Right-of-Way plans required for location and construction of Log Cabin Drive was approved.
4. Renaming of May Avenue

Discussion

Commissioner Shepherd asked if the public hearing had been held and Reggie McClendon, County Attorney, stated that the hearing was scheduled for May 5, 2015 at 4:00 p.m. Commissioner Shepherd thought that it would be best to wait until after the public hearing to approve the name change. Commissioner Jones and Lucas concurred.

ACTION:

On motion of Commissioner Bechtel seconded by Commissioner Tillman and carried unanimously with Commissioners Shepherd, DeFore Jones, and voting in the affirmative, the resolution to rename May Avenue to David L. Pitts, Sr. Boulevard was tabled until after the public hearing.

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

Prepared By:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
SPONSOR: COMMISSIONER VIRGIL WATKINS

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RENAME A PORTION OF MAY AVENUE TO APOSTLE DAVID L. PITTS SR. BOULEVARD; AND FOR OTHER PURPOSES.

WHEREAS, the members of the Covenant Church of Jesus Christ, 509 May Avenue, Macon, Georgia, have petitioned to change the name of a portion of May Avenue to Apostle David L. Pitts Sr. Boulevard in honor of their late pastor; and

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County's policy for naming Macon-Bibb County owned streets, a majority of the residents of May Avenue have signed a petition to rename May Avenue to "Apostle David L. Pitts Sr. Boulevard"; and

WHEREAS, a copy of the written request, with the names, addresses and signatures of the majority of the residents of May Avenue, and a clear and concise statement of the reasons for said request is attached hereto as Exhibit "A"; and

WHEREAS, Apostle David Pitts is a native of Unionville and worked tirelessly in that neighborhood to ensure all men and women were uplifted spiritually and naturally; and

WHEREAS, Apostle David Pitts, along with his wife Pastor Angela W. Pitts, pastored The Covenant Church of Jesus Christ for 23 years; and,

WHEREAS, Apostle David Pitts departed this life in February 2007; and

WHEREAS, all information provided in this petition meets the requirements of the Policy of the Macon-Bibb County Commission forNaming & Renaming Parks, Facilities and Streets.

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 portion of May Avenue beginning at Mercer University Drive and extending southward to Moseley Avenue, is renamed Apostle David L. Pitts, Sr. Boulevard. This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ______ day of __________________________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION
April 7, 2015

To Whom It May Concern,

We members of the Covenant Church of Jesus Christ are requesting a street name change; we would like “May Avenue” to now be “David L. Pitts Sr. Boulevard.”

Apostle David Pitts, a Unionville native, worked tirelessly in this neighborhood to ensure that all men and women were uplifted spiritually and naturally. Apostle Pitts hosted various community outreach events every year, established The Harvest Food Ministry, which is a community food bank that he still gives out food today, and he also rehabbed properties in the community to create a better living environment for its Unionville tenants. Those are just a few of the numerous things that Apostle Pitts did to the impact this wonderful community.

Thank you in advance for your prompt response as we attempt to have this done by May 10, 2015 (Our Founder’s Day Celebration).

Sincerely,

[Signature]

Pastor Brandon M. Pitts
CRIMINAL HISTORY CONSENT FORM
(Public or Private Employment, Housing or Licensing)

I hereby authorize the Bibb County Sheriff's Office to release any Georgia criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

David L. Pitts Sr.
Full Name (print)

219 Trenton Terrace Macon GA 31210
Street Address City State Zip Code

Male Black 7-24-1951 210-74-1082
Sex Race Date of Birth Social Security Number

Special employment provisions (ONE OF THE FOLLOWING MUST BE CHECKED)
☐ Public or Private Employment, Housing or Licensing (Purpose Code 'H')
☐ Employment with mentally disabled (Purpose Code 'M')
☐ Employment with elder care (Purpose Code 'N')
☐ Employment with children (Purpose Code 'W')

☐ This authorization is valid for (90) 180 / (circle one) days from date of signature.
☐ I give consent for periodic criminal history background checks for the duration of my employment with this company. (Company name)

Signature

Date 4/9/2015

Applicant do not complete below

Sworn To and Subscribed Before Me

This ______ Day of ________, 20____

Notary Signature

My commission expires

Bibb County Sheriff's Office use:

Record Checked By

Date

Criminal History Record Check Results:

Notary Seal

Page 3 of 5
Petition for Street Name Change  
From May Ave to David L. Pitts Sr. Dr/ Ave/ Blvd

<table>
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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>1. Mattie Foster</td>
<td>670 May Ave</td>
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<tr>
<td>2. Elva Smith</td>
<td>562 May Ave</td>
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<tr>
<td>3. Young Jones</td>
<td>280 Straight St</td>
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<tr>
<td>4. McConnaughy</td>
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO ACCEPT THE DONATION OF 430 CRAFT STREET, MACON, GEORGIA; TO AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS; AND FOR OTHER PURPOSES.

WHEREAS, Robert F. Lamar, Ralph Frank Lamar, and Mabel Pettiford or the heirs of Mabel Pettiford are the owners of 430 Craft Street, Macon, Georgia; and

WHEREAS, the owners desire to donate this property to Macon-Bibb County to assist in efforts of development in Pleasant Hill; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is hereby authorized to accept the fee simple title donation of 430 Craft Street, Macon, Georgia, and that the Mayor is authorized to execute any necessary legal documents to acquire said property in form approved by the County Attorney's Office. This Resolution shall become effectively immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of __________, 2015.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

__________________________
JEAN S. HOWWARD, CLERK OF COMMISSION

(SEAL)
Tuesday, May 12, 2015
PUBLIC SAFETY COMMITTEE

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

1. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Approval of Minutes From Meeting on April 14, 2015</th>
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<td>Meeting</td>
<td>May 12, 2015 - PUBLIC SAFETY COMMITTEE</td>
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<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
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<td>Access</td>
<td>Public</td>
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2. DONNAN ROAD FIRE STATION

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<th>Subject</th>
<th>A. Update on the Donnan Road Fire Station</th>
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<td>Meeting</td>
<td>May 12, 2015 - PUBLIC SAFETY COMMITTEE</td>
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PUBLIC SAFETY COMMITTEE

MINUTES

April 14, 2015

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

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Commissioner Ed DeFore
Dale Walker, County Manager
Steve Layson, Asst. County Manager
Charles Coney, Asst. County Manager
Chris Floore, Asst. to the County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Opie Bowen, Assistant County Attorney
Reggie McClendon, Assistant County Attorney
Jean Howard, Clerk of Commission
Janice Ross, Assistant Clerk of the Commission

COMMISSIONERS ABSENT:
Commissioner Mallory Jones

NEWS MEDIA:
Jim Gaines, The Telegraph

VISITORS/GUESTS:

1. Approval of Minutes from Meeting on March 24, 2015

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins, and carried unanimously with Commissioners Shepherd and Lucas voting in the affirmative, the minutes of the March 24, 2015 meeting were approved as written.

2. Traffic Fatalities

A. Establishing an Pedestrian Fatality Review Board

Discussion

Commissioner Lucas stated that she would like to amend the resolution to change the makeup of the Pedestrian Fatality Review board. She would like to see the Administrator of the Board of Health or her designee and two citizens at large instead of only one.
ACTION:

On motion of Commissioner Lucas and seconded by Commission Watkins with Commissioners Schlesinger and Shepherd voting in the affirmative the Pedestrian Fatality Review Board was amended to include nine members instead of seven and will include the Administrator of the Board of Health or her designee and two citizens at large.

ACTION:

On motion of Commissioner Lucas and seconded by Commission Watkins with Commissioners Schlesinger and Shepherd voting in the affirmative, the term limit of Board members will be five years but “are eligible for reappointment” will be added.

ACTION:

On motion of Commissioner Lucas and seconded by Commission Watkins with Commissioners Schlesinger and Shepherd voting in the affirmative the ordinance amending Article VI of Chapter 2 of the Code to create and establish a Pedestrian Fatality Review Board was approved.

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

Prepared by:

Janice S. Ross, CCC
Assistant Clerk of the Commission

Reviewed and Approved By:

Jean S. Howard, CMC
Clerk of the Commission
Tuesday, May 12, 2015
MACON - BIBB COUNTY COMMISSION WORK SESSION

LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. PRESENTATION OF FY16 BUDGET BY MAYOR ROBERT A. B. REICHERT
2. ADOPT A BUDGET FOR FY 2016

Subject: A. An Ordinance To Adopt A Budget And Appropriate Sums For The Operation Of The Macon-Bibb County Government For Fiscal Year 2016
Meeting: May 12, 2015 - MACON - BIBB COUNTY COMMISSION WORK SESSION
Category: 2. ADOPT A BUDGET FOR FY 2016
Access: Public
Type: Action

File Attachments
5-12-2015 - Ord Adopt Budget FY2016.pdf (235 KB)
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO ADOPT A BUDGET AND APPROPRIATE SUMS FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2016; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Ga. L. 2012, P.5595, as amended by Ga. L. 2013, p.3942 (together, the “Charter”) established a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County under the name Macon-Bibb County, the governing body for which is the Macon-Bibb County Commission (the “Commission”); and

WHEREAS, pursuant to the requirements of Sections 26 of the Charter, the Mayor submitted to the Commission at least six weeks prior to the start of the fiscal year a budget message and a budget report, and a capital improvement program, accompanied by a draft of the recommended appropriations ordinance, which provides for the appropriation of the funds necessary to operate all the various departments and to meet the current expenses of Macon-Bibb County for the next fiscal year; and

WHEREAS, pursuant to the requirements of Section 26 of the Charter, the Commission shall annually appropriate the funds necessary to operate all the various departments and to meet the current expenses of the restructured government for FY 2016 by approving said appropriations ordinance by a two-thirds majority vote of the commissioners then serving; and

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.

Exhibit “A” attached hereto and by this reference made a part hereof, shall be the Macon-Bibb County Budget for Fiscal Year 2016, and each departmental expenditure listed in Exhibit “A” is hereby appropriated for the purposes specified. No monies shall be transferred from any department or fund without express consent of the Commission.

Section 2.

Acquisitions of capital equipment shall be conducted pursuant to code requirements provided that acquisitions of such equipment completed within the dollar limits specified shall require no further action of the Commission. Any monies appropriated in any capital improvement account remaining and not used after completion of the particular project to which such account applies, or at
the end of the fiscal year, must be re-allocated by an appropriations ordinance. If not re-appropriated, such funds shall lapse.

Section 3.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 4.

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

Section 5.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto.

APPROVED AND ADOPTED this ______ day of ________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

JEAN S. HOWARD, CLERK OF COMMISSION
EXHIBIT A

Draft Budget Books

Available after the work session

In the Clerk's office