# MACON - BIBB COUNTY COMMISSION

## MEETING SCHEDULE

**TUESDAY, MAY 19, 2015**

**GOVERNMENT CENTER**

**700 POPLAR STREET**

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<td>Commissioner Lucas – Vice Chairman</td>
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<td>Commissioner Schlesinger</td>
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<td>Commissioner Watkins</td>
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<td>Large Conference Room</td>
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<td>5:00 p.m.</td>
<td>Pre-Commission Meeting</td>
<td>All Commissioners</td>
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<td>Large Conference Room</td>
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<td>6:00 p.m.</td>
<td>Commission Meeting</td>
<td>All Commissioners</td>
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<td>Commission Chambers</td>
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*Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.*
Tuesday, May 19, 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. FY2016 BUDGET

A. Discussion of the FY2016 Budget
Tuesday, May 19, 2015
MACON-BIBB COUNTY PRE-COMMISSION MEETING

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

1. CALL TO ORDER

Subject          A. Mayor Robert A. B. Reichert
Meeting          May 19, 2015 - MACON-BIBB COUNTY PRE-COMMISSION MEETING
Category         1. CALL TO ORDER
Access           Public
Type             Procedural

2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

3. CONSENT AGENDA

4. NEW BUSINESS

5. ADJOURNMENT
Tuesday, May 19, 2015
MACON-BIBB COUNTY REGULAR COMMISSION MEETING

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

1. CALL TO ORDER

Subject: A. Mayor Robert A. B. Reichert
Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 1. CALL TO ORDER
Access: Public
Type: Procedural

2. PRAYER

3. PLEDGE OF ALLEGIANCE

Subject: A. The Pledge of Allegiance to be led by GCAPS Caroline Anderson of Mount de Sales Academy and Malik Thomas of Howard High School
Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 3. PLEDGE OF ALLEGIANCE
Access: Public
Type: Recognition

4. APPROVAL OF MINUTES

Subject: A. Pre-Commission Meeting held May 5, 2015
Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
May 5, 2015 - Pre Commission Meeting.pdf (225 KB)

Subject: B. Regular Commission Meeting held May 5, 2015
5. INVITED GUESTS

Subject: A. Jan Beeland and Jonathan Dye, Macon Arts Alliance, presenting an invitation to the Commission to attend the Arts Advocacy Breakfast.

6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

Subject: A. Operations and Finance Committee

Subject: B. Economic and Community Development Committee

Subject: C. Public Safety Committee

Subject: D. Facilities and Engineering Committee
8. CONSENT AGENDA

9. OLD BUSINESS

Subject A. A Resolution 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 $2,977,819.51; to authorize the Mayor to authorize said agreement in substantially the same as attached hereto as Exhibit "A"

Meeting May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.

File Attachments

Res Committee Amendment Software Journal Tech.pdf (790 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 $5,646,70, to be paid from General Funds

Meeting May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.

File Attachments

Res Agrmt Flint Equipment 2015 John Deere $56464.70.pdf (4,297 KB)

Subject 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 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.
Subject: D. A Resolution 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

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Res Agrmt Secretary of State Fiber-Optic.pdf (417 KB)

Subject: E. A Resolution authorizing the Mayor to execute an agreement with Tydings and Rosenberg, LLP, at a Not to Exceed Budgeted amount of $101,388.00 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 FY2016 budget of the office of Small Business Affairs

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Res Agrmt with Tydings Rosenberg $101380 00.pdf (1,128 KB)

Subject: F. An Ordinance to appropriate $107,870 from Fund Balance to pay the outstanding pension payment due to the Macon-Bibb County Pension Plan 1968 for Keep Macon-Bibb Beautiful Commission (KMBBC) participants prior to July 31, 2006

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

SPONSORED BY: FINANCE COMMITTEE

File Attachments

Ord KMBBC Payment from 1968 Pension $107870.00.pdf (2,178 KB)

Subject: G. 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 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

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

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments

Res Reappointing Dr K Godsey Development Authority.pdf (127 KB)

Subject: H. A Resolution 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 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

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

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

SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments

Res Transfer 1 115 Acre 1727 College Dr to Housing Authority.pdf (780 KB)
Subject I. A Resolution to show support for the Macon-Bibb County Economic Opportunity Council to continue administering the Head Start Child Care Program in Macon-Bibb County

Meeting May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action The Economic and Community Development Committee recommends approval.

SPONSORED BY: COMMISSIONER ELAINE H. LUCAS
CO-SPONSORED BY: COMMISSIONER AL TILLMAN

File Attachments
Res Head Start Child Care Program.pdf (209 KB)

Subject J. 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 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action The Economic and Community Development Committee recommends approval.

SPONSORED BY: COMMISSIONER AL TILLMAN
CO-SPONSORED BY: COMMISSIONER ELAINE LUCAS

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

Subject K. A Resolution to rename a portion of May Avenue to Apostle David L. Pitts, Sr. Boulevard

Meeting May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action The Facilities and Engineering Committee

SPONSORED BY: COMMISSIONER VIRGIL WATKINS, JR.

File Attachments
Res Amendment Rename May Ave.pdf (113 KB)
Subject: L. A Resolution to authorize the Mayor to accept the donation of 430 Craft Street, Macon, Georgia; to authorize the Mayor to execute any necessary documents
Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Facilities and Engineering Committee recommends approval.
SPONSORED BY: MAYOR ROBERT A. B. REICHERT

File Attachments
Res Donation 430 Craft Street.pdf (96 KB)

10. NEW BUSINESS

Subject: A. A Resolution Adopting The Macon-Bibb County Solid Waste And Materials Management Plan
Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer To Facilities and Engineering Committee

File Attachments

Subject: B. A Resolution to Authorize The Mayor to Accept The Transfers of the Parcels Of Property Located at 416 Pursley Street, 424 Pursley Street, 430 Pursley Street, 436 Pursley Street, 442 Pursley Street and 448 Pursley Street From The Macon-Bibb County Land Bank Authority For Jefferson Long Park; To Authorize The Mayor To Execute Any Necessary Documents
Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Facilities and Engineering Committee
SPONSORED BY MAYOR ROBERT A. B. REICHERT

Administrative File Attachments
Subject: C. A Resolution Appointing Commissioner Scotty Shepherd To The Macon-Bibb County Convention & Visitors Bureau

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Economic and Community Development Committee

SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments

Subject: D. A Resolution Authorizing Bragg Jam, Inc., A NonProfit Organization, To Hold Its 2015 Music Festival In Downtown Macon, Georgia On Saturday, July 25, 2015; to Permit Festival-Goers To Carry And Consume Alcoholic Beverages In And About The Designated Streets Of Downtown Macon, Under Specific Conditions; To Require Bragg Jam, Inc To Provide For and Reimburse The City For All Expenses Incurred For Security And Clean-up

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer To Economic and Community Development Committee

SPONSORED BY COMMISSIONER SCHLESINGER

File Attachments

Subject: E. An Ordinance, Granting To Jointly Owned Natural Gas, A Partnership Of the Municipalities Of Byron, Cochran, Hawkinsville, Perry And Warner Robins, Hereinafter Designated As "Jointly Owned Natural Gas", Its Successors and Assigns, The Right And Franchise To Use And Occupy The Streets, Avenues, Roads, Public Highways, Alleys, Lanes, Ways, Parks, And Other Public Places Of Macon-Bibb County, Georgia For Constructing, Maintaining, Renewing, Repairing And Operating A Gas Works and Gas Distribution System and Other Necessary Means for Manufacturing, Transmitting, Distributing And Selling Of Manufactured, Natural Or Commingled Gas Within And Through Macon-Bibb County, Georgia; And Fixing The Terms And Conditions Of Such Grant; To Provide Provisions Governing The Franchise Fee Calculations

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Subject: F. A Resolution To Amend The Adoption Agreement To The ACCG 457(b) Deferred Compensation Plan For Bibb County Employees

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer To Operations And Finance Committee

SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments

5-19-2015 - Ord Granting Joint Owned Natural Gas.pdf (727 KB)

Subject: G. A Resolution to Amend the Adoption Agreement To the ACCG 401(a) Defined Contribution Plan For Senior Management Of Bibb County To Reflect The Restructuring Of Bibb County Into Macon-Bibb County And To Provide For Employer Discretionary Contributions For Steve Layson In Accordance With The Early Retirement Incentive Programs Offered To Other Eligible Employees Of Macon-Bibb County

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer To Operations And Finance Committee

SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments

5-19-2015 - Res Amend Adopted Aqrmt ACCG 401 (b).pdf (151 KB)

Subject: H. A Resolution Authorizing The Mayor to Execute An Amendment To The Memorandum Of Understanding Between Macon-Bibb County and Spirit Of America Theme Park and Development, LLC To Postpone The Construction Of Certain Park Infrastructure Until A Later Date In A Form To Be Approved By The County Attorney's Office

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer To Economic and Community Development

SPONSORED BY MAYOR ROBERT A. B. REICHERT

File Attachments
5-19-2015 - Res Amendment to MOU Spirit of America _.pdf (3,479 KB)

Subject: I. A Resolution Authorizing the Mayor To Execute An Agreement With The Georgia Department Of Corrections For Use Of Inmate Labor On Public Works Projects In The Amount of $118,500

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Operations and Finance Committee

File Attachments
5-19-2015 - Res Agrmt Dept of Corrections Inmate Labor $118500.00.pdf (884 KB)

Subject: J. A Resolution Authorizing The Mayor To Grant An Encroachment Totaling 2,940 Square Feet For Property Located at 978 Elm Street To Historic Hills And Heights Development For The Fair Market Value of $3,675.00

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer To Facilities And Engineering Committee

File Attachments
5-19-2015 - Res Encroachment 978 Elm Street $3675.00.pdf (730 KB)
Subject: K. A Resolution Authorizing The Mayor To Execute A Multi-Party Agreement With Jones County, Monroe County, The Macon-Bibb County Planning And Zoning Commission, The Middle Georgia Regional Commission, The Macon-Bibb County Transit Authority And The Georgia Department of Transportation To Perform A Continuing, Comprehensive, Cooperative Urban Transportation Planning Process Known As The "Macon Area Transportation Study"

Meeting: May 19, 2015 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer To Facilities and Engineering Committee

File Attachments:

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
May 5, 2015 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on May 5, 2015 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

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

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

Staff Present

Dale Walker – Courty Manager
Charles Coney – Asst. County Manager
Steve Layson – Asst. County Manager
Julie Moore – Asst. to County Manager
Chris Floore – Asst. to Co. Mgr. Public Affairs
Dave Fortson – County Engineer

Judd Drake – County Attorney
Crystal Jones – Sr. Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Opie Bowen – Asst. County Attorney
Jean S. Howard – Clerk of Commission
Janice Ross – Asst. Clerk of Commission

News Media Present

Phillip Ramati – The Telegraph
Anita Oh – 13 WMAZ
Noelle Saunders –WGXA Fox 24

Visitors Present

Attorney William Noland
Bud Fletcher

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

The Mayor stated the meeting was being convened as a Committee of the Whole for the primary purpose of reviewing tonight’s Regular Commission Meeting’s Agenda and to take action on three new Alcoholic Beverage Licenses under the Consent Agenda. He also stated there would be an Executive Session with Outside Counsel for discussion of pending litigation.

Mayor Reichert reviewed the Agenda items for tonight’s Regular Commission Meeting.
REGULAR COMMISSION MEETING AGENDA ITEMS

PRAYER

A. Reverend Christopher Cabiness of New Hope Missionary Baptist Church

PLEDGE OF ALLEGIANCE

To be led by Mayor Robert A. B. Reichert

APPROVAL OF MINUTES

A. Pre-Commission Meeting on April 21, 2015
B. Regular Commission Meeting on April 21, 2015

INVITED GUESTS

The Mayor stated that at this time he was not aware of any invited guests.

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES

Mayor Reichert reminded Committee Chairs to give their Committee reports.

A. Operations and Finance Committee
B. Economic and Community Development Committee
C. Public Safety Committee – No Report
D. Facilities and Engineering Committee

OLD BUSINESS

A. Consideration to override the Mayor’s veto on April 23, 2015 of the Resolution requesting Procurement officials to issue a Request for Proposals for an Investment Consultant for the Macon-Bibb County Pension Plan of 1968 approved and adopted at the April 21, 2015 Regular Commission Meeting

The Mayor stated he would ask if there was a motion to override the veto which would require a motion and a second and debate if needed. He further stated those in favor of overriding the veto would vote yes and those opposed to overriding the veto would vote no.
B. (2nd Reading) An Ordinance to amend the Macon-Bibb County Fire and Police Employees’ Retirement System, (1969 GA. Laws, Page 2801), to provide for a Limited Early Retirement Incentive

C. (2nd Reading) An Ordinance to amend the Macon-Bibb County Pension and Retirement Systems, Division A, (1972 GA. Laws, Page 3152, to provide for a Limited Early Retirement Incentive

D. A Resolution authorizing the Mayor to execute an Agreement with Francair’s, Inc. for the lease of space at 3111 Millerfield Road, a/k/a Bowden Golf Course Snack Bar

E. A Resolution authorizing the Mayor to execute an agreement with American Safety and 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 face masks for the Macon-Bibb County Fire Department in the amount of $67,500 from Budget Funds

F. A Resolution to authorize and approve the transfer of $500,000 of the Series 2013A and Series 2013B Urban Development Authority bond proceeds from the Lake Tohoosokee Project to the Sears Roebuck Store Renovation Project

G. A Resolution authorizing the Mayor to execute an agreement with Thyssenkrupp Elevator Americas in the amount of $56,650 to repair and renovate the elevator located in the former Sears Building at 111 Third Street

H. A Resolution authorizing the Mayor issue a Request for Proposals (RFP) for rescue group services which will include operation of the adoption portion of the Animal Welfare Center and providing spay and neuter services

I. A Resolution authorizing the acceptance of the Outdoor Film Screenings Grant in the amount of $15,000 awarded from the Knight Foundation to the Parks and Recreation Department

J. A Resolution to adopt the Economic and Community Development Department CDBG, Home and ESG proposed budget for Fiscal Year 2015 Budget

Mayor Reichert stated there was a Floor Substitute for item J. It was passed as a Resolution but in the opinion of the County Attorney it needed to be an Ordinance. He stated the Floor Substitute takes exactly the same language and the two Committee amendments are included in the draft Ordinance.

Discussion

Commissioner Watkins stated that he would like to make two amendments to item J that are public service items including EOC’S homeless dental program which the ECD Manager previously stated did include essential items required in the application. He distributed a handout listing his proposed line item changes. He stated he had been working with Wanzina Jackson, Manager of Economic and Community Development, to see what she considered would be acceptable with the proposed budget changes. He
stated she was not one hundred percent in favor of the changes, but that they were fiscally sound in her opinion.

Commissioner Lucas stated that she would like an opportunity to review the proposed changes more in depth; especially EOC's homeless dental program, and stated she would like to see the item referred back to Committee next Tuesday for further review and action.

**ACTION:**

- **On motion of Commissioner Lucas, and seconded by Commissioner DeFore, the Resolution to adopt the Economic and Community Development Department's Budget for 2015 was removed from tonight's action agenda and referred to the Committee of the Whole for further action next week.**

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

Mayor Reichert asked the County Attorney to see what had to be done to call a Special Called Meeting to approve officially to send to HUD by May 15, 2015.

K. A Resolution reappointing Andrew L. Galloway to the River Edge Behavioral Health Community Service Board for a 3-year term to run from July 1, 2015 until June 30, 2018

L. A Resolution appointing Tim Jones to the Macon-Bibb County Planning and Zoning Commission

M. A Resolution to support Tindall Partners I, L.P. and its application for Low Income Tax Credits to develop the Tindall Seniors Towers property located at 985 Plant Street

N. A 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

O. A 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

P. A Resolution approving the Right-of-Way plans required for location and construction of Log Cabin Drive Roadway Enhancements from Alton Avenue to the rear entrance of Green Meadows Apartments

The Mayor stated New Business items on the Agenda would be referred to Committee for action during the Regular Commission Meeting.
CONSENT AGENDA

Mayor Reichert reviewed the alcoholic beverage licenses applications and stated that they met all requirements for approval.

A. New Alcoholic Beverage License for Bourbon Bar located at 370 Cherry Street, Macon, GA 31201

**ACTION:**

*On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger, and carried unanimously, the Alcoholic Beverage License for the Bourbon Bar was approved as presented.*


B. New Alcoholic Beverage License for AA Stores, LLC d/b/a Ammar’s Food Mart located at 3495 Williamson Road, Macon, GA 31206

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Schlesinger, and carried unanimously, the Alcoholic Beverage License for the AA Stores LLC d/b/a Ammar’s Food Mart was approved as presented.*


C. New Alcoholic Beverage License for Old Clinton, LLC d/b/a AK Express located at 1091 Old Clinton Road, Macon, GA 31211

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Jones and carried unanimously the Alcoholic Beverage Licenses were approved for consideration on tonight’s Regular Commission agenda.*

EXECUTIVE SESSION

The Mayor asked for a motion to go into Executive Session to discuss pending litigation with Outside Counsel.

On motion of Commissioner Ed DeFore, seconded by Commissioner Larry Schlesinger and carried unanimously, the Commissioners went into Executive Session at 5:27 P.M.

Unanimous approved by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkin, Jr. and Al Tillman.

On motion of Commissioner Ed DeFore, seconded by Commissioner Mallory Jones and carried unanimously the meeting was re-opened at 5:53 P.M.

Unanimous approved by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, Virgil Watkin, Jr. and Al Tillman.

ADJOURNMENT

There being no further business and on motion duly made and seconded, the meeting was adjourned at 5:55 P.M.

______________________________
Jean S. Howard
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING  
MACON-BIBB COUNTY COMMISSION  
MAY 5, 2015 – 6:00 P.M.  
Government Center  
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on May 5, 2015 at 6:00 P.M. in the Commission Chamber at Government Center.

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

**Staff Present:**
- Dale Walker – County Manager
- Judd Drake – County Attorney
- Crystal Jones – Sr. Asst. County Attorney
- Opie Bowen – Asst. County Attorney
- Reggie McClendon – Asst. County Attorney
- Ben Hubbard – Human Resources Director
- Steve Layson – Asst. Co. Mgr – Infrastructure
- Julie Moore – Asst. to County Manager
- Jean S. Howard – Clerk of Commission
- Janice Ross – Asst. Clerk of the Commission
- Chris Floore – Asst. to County Mgr. Public Affairs

**Guests in Attendance**
- Pastor Arthur Hubbard of
  *Stubbs Chapel Baptist Church*
- Bud Fletcher
- Leroy Thomas
- Capt. J. W. Glover – Fire Department
- Mrs. Joanne Walker

**News Media Present**
- Phillip Ramati – The Telegraph
- Anita Oh – 13 WMAZ
- Noelle Saunders – 41 WMGT

**CALLED TO ORDER**

The meeting was called to order by Mayor Robert A. B. Reichert. The Mayor stated there had been one change in tonight’s agenda under Old Business. Item J was removed from the agenda and referred back to the Committee of the Whole for additional work.

**PRAYER**

The prayer was rendered by Rev. Christopher Cabiness of New Hope Missionary Baptist Church.

*May 5, 2015*  
Page 1 of 13
PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Robert A. B. Reichert.

APPROVAL OF MINUTES

A. Pre-Commission Meeting on April 21, 2015
B. Regular Commission Meeting on April 21, 2015

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Larry Schlesinger, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on April 21, 2015 were approved as presented.


INVITED GUESTS

Reverend Christopher Cabiness of New Hope Missionary Baptist Church was invited to render the prayer for tonight’s Regular Commission Meeting.

Mayor Reichert recognized Pastor Arthur Hubbard and members of Stubbs Chapel Baptist Church and welcomed and thanked them for their attendance.

PUBLIC COMMENTS ON AGENDA ITEMS

Mr. William (Bill) Fickling, III stated he was a representative on the Macon-Bibb County Animal Welfare Task Force. He stated that one of the Task Force’s primary concerns was pet overpopulation. In association with this, the Task Force has developed an action road map for a Low Kill Shelter which encompassed a low cost spay and neuter shelter, improvement of the adoption process at the shelter through engagement with the animal welfare community in fulfillment of the promises made to the voters during the SPLOST process, and reduction of costs by using volunteers interested in animal welfare. He urged Commissioners to approve the RFP for rescue group services which will include operation of the adoption portion of the Animal Welfare Center and provide spay and neuter services.

Mr. Robert Curry, spoke on the Log Cabin Drive Roadway Enhancements Project. He encouraged the Commissioners to complete the improvements needed to improve public safety in the Hollingsworth Road and Log Cabin Drive area.

Mr. Rufus Holmes, a Bibb County retiree representing the retirees in the pension plan, spoke in support of the Mayor’s veto of the Resolution requesting Procurement officials to issue an RFP for an Investment Consultant for the Bibb County Pension Plan. Mr. Holmes stated the retirees have been satisfied with the performance of the Independent Portfolio Consultants.
REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chair Gary Bechtel reported that the Operations and Finance Committee met on April 28, 2015 and took the following action:

- The Committee approved the following agreements:
  - An agreement with Francar’s, Inc. to operate the snack bar at Bowden Golf Course
  - 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 and 18 additional face masks for the Fire Department in the amount of $67,500 from budget funds
  - The transfer of $500,000 in 2013A and 2013B Urban Development Authority proceeds from the Lake Tohshofkee Projects to the Sears Building renovation project
  - An agreement for $56,650 with Thyssenkrupp Elevator Americas for the Sears Building
- Approved issuing a Request for Proposal (RFP) for rescue group services which will include operation of the adoption portion of the Animal Welfare Center and provide spay and neuter services
- Approved accepting the Outdoor Film Screening Grant in the amount of $15,000 awarded from the Knight Foundation to the Macon-Bibb County Recreation Department
- Adopted the Economic and Community Development Department CDBG, Home and ESG Proposed Budget For Fiscal Year 2015 Budget with the following changes:
  - $2,000 was moved from the Depaul USA Agency to the Mentors project
  - $1,500 was moved from Depaul USA to Family Advancement Ministries. This will reduce the amount Depaul receives to $16,500

Economic and Community Development Committee

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on April 28, 2015 and considered and/or approved the following:
- Approved the reappointment of 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

- Approved the appointment of Tim Jones to the Macon-Bibb County Planning and Zoning Commission

- Approved the application of Tindall Partners I, L.P. for Low Income Housing Tax Credits to develop the Tindall Seniors Towers Property located at 985 Plant Street

**Public Safety Committee**

No Report

**Facilities and Engineering Committee**

Committee Chairman Mallory Jones reported the Facilities and Engineering Committee met on April 28, 2015 and considered and/or approved the following:

- Approved transferring three parcels of property located at 239 Schell Avenue, 275 Clinton Street and 323 Dewitt Street to the Macon-Bibb County Urban Development Authority

- Approved the Right-of-Way plans required for location and construction of the Little Richard Penniman Connector. The Committee further approved and accepted 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

- Approved the Right-of-Way plans required for location and construction of Log Cabin Drive Roadway Enhancements from Alton Avenue to the rear entrance of Green Meadows Apartments

**CONSENT AGENDA**

A. A New Alcoholic Beverage License for Bourbon Bar Located at 370 Cherry Street, Macon, GA 31201

B. A New Alcoholic Beverage License for AA Stores LLC d/b/a Ammar’s Food Mart located at 3495 Williamson Road, Macon, GA 31206

C. A New Alcoholic Beverage License for Old Clinton LLC d/b/a AK Express located at 1091 Old Clinton Road, Macon, GA 31211

**ACTION:**

OLD BUSINESS

A. Consideration of Mayor's Veto on April 23, 2015 of the Resolution requesting Procuremen: Officials to issue a Request for Proposals for an Investment Consultant for the Bibb County Pension Plan of 1968 approved and adopted at the April 21, 2015 Regular Commission Meeting.

- Clerk read by caption: Consideration of Mayor's Veto on April 23, 2015 of the Resolution requesting Procurement Officials to issue a Request for Proposals for an Investment Consultant for the Bibb County Pension Plan of 1968 approved and adopted at the April 21, 2015 Regular Commission Meeting and for other lawful purposes.

ACTION

- Commissioner Gary Bechtel motioned, and was seconded by Commissioner Larry Schlesinger, to override the Mayor's veto of the Resolution to issue an RFP for an Investment Consultant for the Bibb County Pension Plan of 1968.

Discussion:

Commissioner Bechtel stated he had opposed the process of the consultant selection from the beginning. He stated he believed that all companies who put in an acceptable bid should have been presented to the Commission in order to compare all of the companies. He also stated he was disturbed by the process which seemed to favor one company, IPC. He also stated it had been previously stated that all three pension funds should not be represented by the same company, and presently IPC represents all three pension funds.

Commissioner Watkins stated he had been informed that it could cost the County approximately two to ten million dollars to rebid. Mayor Reichert stated the cost could come from the fact that once you move the funds, the funds would sit dormant while the new company chooses where to invest the funds. During that time period, the funds would be earning no money and there would also be a transfer fee.

Commissioner Watkins stated he understood that there is a 30 day termination clause. County Attorney, Judd Drake, answered by stating that when the original contract was signed, the length of the contract was three to five years and that this was later changed to include the 30 day termination clause.

Judd Drake, County Attorney, stated he would like to clarify procedurally, as there was a motion on the floor to override the Mayor's veto, by stating the affirmative vote of six members of the Commission was required to override the veto in accordance with the Charter. He stated a Commissioner who voted Yes was voting to override the Mayor's veto, and a Commissioner who voted No was voting to not override the Mayor's veto.

Mayor Reichert stated he did not take the veto lightly and that this was the first veto
action he had taken since becoming Mayor of the Consolidated Government. He further stated there were four primary reasons he vetoed the Resolution as stated in his letter to Commissioners:

1. This cuts the employees and retirees of the plan out of the decision-making process.

2. There is no sufficient reason to go back through the RFP process with the associated commitment of time and associated expense. Additionally, the performance of the current investment consultant is exceptional.

3. The negative impression created by reissuing this RFP so soon after the last RFP, and without sufficient justification, sends the wrong signal, not only to our current financial consultant, but to the financial market in general.

4. The Mayor deemed it necessary to support the County Manager and he finds that he took no inappropriate action during the selection process. Reissuing the RFP implies that he did take inappropriate action, and he found that to be an unacceptable and an unfair innuendo.

Commissioner Schlesinger stated he was also concerned about the process used to select IPC, and did not believe the process was impartial. He also stated he believed the process was flawed and the more he learns, the more concerned he is about how IPC was chosen. He stated he would like to see a more transparent process which is what he promised his constituents. Commissioner Schlesinger further stated that by overriding the Mayor’s veto, this would send a message that the Commission insists on transparency.

Commissioner Tillman stated he was in favor of the Mayor’s veto due to the County Attorney, Judd Drake, stating there was no wrong doing by the County Manager in the selection process. He further stated that the eleven million dollars brought in by IPC was good evidence of the job they were doing.

Commissioner Jones stated he did not think the process was flawed and stated he had sought the opinion of his brother, a former Wall Street executive for 30 years who currently teaches at Georgia Tech, to examine IPC’s work. He stated his brother was very impressed by IPC’s work and felt it would be foolish not to continue with them as our advisors.

Commissioner Lucas stated that she initially had similar concerns regarding the process that some of the other Commissioners had expressed. She stated that she elected to vote to sustain the veto based on the retirees’ desire to continue with IPC and the significant gains to the pension fund by IPC.

**ACTION:**

- The motion to override the Mayor’s veto failed by a vote of 5 to 4. The five (5) votes to sustain the Mayor’s veto were cast by Commissioners Elaine Lucas, Mallory Jones, Ill, Scotty Shepherd, Ed DeFore, and Al Tillman. The four (4) votes to override the Mayor’s veto were cast by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, and Virgil Watkins, Jr.
B. (2nd Reading) An Ordinance to amend the Macon-Bibb County Fire and Police Employees' Retirement System, (1969 GA. Laws, Page 2801) to provide for a Limited Early Retirement Incentive.

• Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend the Macon-Bibb County Fire and Police Employees' Retirement System, (1969 GA. Laws, Page 2801), to provide for a Limited Early Retirement Incentive; and for other purposes.

ACTION:


C. (2nd Reading) An Ordinance to amend the Macon-Bibb County Pension and Retirement Systems, Division A (1972 GA. Laws, Page 3152, to provide for a Limited Early Retirement Incentive

• Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to amend the Macon-Bibb County Pension and Retirement Systems, Division A, (1972 GA. Laws, Page 3152), to provide for a Limited Early Retirement Incentive; and for other purposes.

ACTION:


D. A 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

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission 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; in substantially the same form as Exhibit “A” attached hereto.

ACTION:


E. A Resolution authorizing the Mayor to execute an agreement with American Safety and 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 face masks for the Macon-Bibb County Fire Department in the amount of $67,500 from Budget Funds

May 5, 2015
• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with American Safety and Fire Hose for the purchase of twelve (12) Open-Circuit Self-Contained Breathing Apparatus (SCBA), twelve Self-Contained Breathing Apparatus with two face masks per cylinder (small and medium) and eighteen (18) additional face masks for the Macon-Bibb County Fire Department in the amount of $67,500 from Budget Funds; and for other purposes.

ACTION:


F. A Resolution to authorize and approve the transfer of $500,000 of the Series 2013A and Series 2013B Urban Development Authority bond proceeds from the Lake Tobsosofkee Project to the Sears Roebuck Store Renovation Project

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize and approve the transfer of the $500,000 of the Series 2013A and Series 2013B Urban Development Authority bond proceeds from the Lake Tobsosofkee Project to the Sears Roebuck Store Renovation Project; and for other purposes.

ACTION:


G. A Resolution authorizing the Mayor to execute an agreement with Thyssenkrupp Elevator Americas in the amount of $56,650 to repair and renovate the elevator located in the former Sears Building at 111 Third Street.

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Thyssenkrupp Elevator Americas in the amount of $56,650.00 to repair and renovate the elevator located in the former Sears Building at 111 Third Street; and for other purposes.

ACTION:


H. A Resolution authorizing the Mayor issue a Request for Proposals (RFP) for rescue group services which will include operation of the adoption portion of the Animal Welfare Center and providing spay and neuter services.
• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor issue a Request for Proposals (RFP) for rescue group services which will include operation of the adoption portion of the Animal Welfare Center and providing spay and neuter services; and for other lawful purposes.

ACTION:


I. A Resolution authorizing the acceptance of the Outdoor Film Screenings Grant in the amount of $15,000 awarded from the Knight Foundation to the Parks and Recreation Department

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of the Outdoor Film Screenings Grant in the amount of $15,000 awarded from the Knight Foundation to the Parks and Recreation Department; and for other purposes.

ACTION:


J. Mayor Reichert stated this item was removed from the agenda during the Pre-Commission Meeting and was referred back to the Committee of the Whole for action on May 12, 2015.

K. A Resolution reappointing Andrew L. Galloway to the River Edge Behavioral Health Community Service Board for a 3-year term to run from July 1, 2015 until June 30, 2018

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission reappointing Andrew L. 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; and for other purposes.

ACTION:


L. A Resolution appointing Tim Jones to the Macon-Bibb County Planning and Zoning Commission
- Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Tim Jones to the Macon-Bibb County Planning and Zoning Commission; and for other purposes.

**ACTION:**


M. A Resolution to support Tindall Partners I, L.P. and its application for Low Income Tax Credits to develop the Tindall Seniors Towers property located at 985 Plant Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to support Tindall Partners I, L.P. and its application for Low Income Tax Credits to develop the Tindall Seniors Towers property located at 985 Plant Street; and for other lawful purposes.

**ACTION:**


N. A 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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission 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; and for other purposes.

**ACTION:**


O. A 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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission 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.

*May 5, 2015*
Connect to accordance with Exhibit “A” attached hereto; and for other purposes.

ACTION:

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

P. A Resolution approving the Right-of-Way plans required for location and construction of Log Cabin Drive Roadway Enhancements from Alton Avenue to the rear entrance of Green Meadows Apartments

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission Approving the Right-of-Way plans required for location and construction of Log Drive Roadway Enhancements from Alton Avenue to the rear entrance of Green Meadows Apartments; and for other purposes.**

ACTION:

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

**NEW BUSINESS**

A. 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 in substantially the same form as the attached hereto as Exhibit "B"

*Referred to Operations and Finance Committee*

B. An Ordinance 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

*Referred to Operations and Finance Committee*

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

*Referred to Operations and Finance Committee*

D. 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

*Referred to Economic and Community Development Committee*
Mayor Reichert stated any other New Business items received after tonight's meeting would be referred to the appropriate Committee for action.

GENERAL PUBLIC COMMENTS

Mr. Johnny James spoke on the Georgia Sports Youth Program and its accomplishments over the last four years. He asked for the Commissioners' support to use the Ed DeFore Sports Complex for youth activities in the Middle Georgia area this summer.

Pastor Arthur Hubbard, a former member of the Macon-Bibb County Planning and Zoning Commission, spoke on the fueling station for the ethanol fuel line on Barnes Ferry Road. He cited health issues such as the incidents of cancer and other illnesses presently being experienced by residents of the community which he believes are attributed to a fuel line spillage in the neighborhood in the 1980s that contaminated wells in the area and is still in the clean-up process. An ethanol company has recently acquired 50 acres of land for 80 rail cars which will transport ethanol. This is a particular concern to the neighbors due to the dangers posed by ethanol.

Ms. Kay Wood, who lives in the Barnes Ferry Road neighborhood, is also concerned about the dangers of ethanol. Many of the neighbors have been diagnosed with cancer and she believes it is due to problems they have experienced in the past with a chemical leak. The EPD is still in the process of cleaning the area.

Mr. Bob Moore, another neighbor in the Barnes Ferry Road neighborhood, asked the Commissioners to step in and assist them in stopping the ethanol refueling station. He stated that although he has no problem with the area being zoned M1, he does not want the ethanol refueling station to be located in the neighborhood. He continued that there are no ramifications if there is a spill. He continued that the community at large is opposed to the ethanol refueling station because it causes health risks to both humans and animals.

POINT OF PERSONAL PRIVILEGE

Commissioner Elaine Lucas thanked everyone for their support of the A1 Lucas Scholarship Program. She stated that she would be bringing the recipients of this year's scholarships to a Commission meeting in the near future.

She also thanked the Blight Task Force for the presentation and expressed appreciation to its members who attended the recent Kings Park Neighborhood Association meeting. She stated residents in Kings Park now believe that something would finally be done to improve their neighborhood.

Mayor Reichert stated that he and Mayor Pro Tem Bivins would like to see the Commissioners visit with their constituents and to determine what areas need blight relief.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 7:35 P.M.

May 5, 2015

Jean S. Howard
Clark of Commission
OLD BUSINESS
COMMITTEE AMENDMENT

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 $2,977,819.51; 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 for two million nine hundred seventy-seven thousand eight hundred nineteen dollars and 51/100s ($2,988,819.51) 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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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 budge
tunds.
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

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<th>DATE</th>
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<th>PROJECT</th>
<th>GL ACCT CODE/ BUDGET</th>
<th>Procurement Facilitator</th>
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<td>310.4000.542200 / GENERAL FUND</td>
<td>Doreen Eidiemann</td>
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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

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

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid?
- ☑ Yes
- ☐ No
- ☐ N/A

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section E of the bid.</td>
<td>Forms were not submitted.</td>
</tr>
</tbody>
</table>

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

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

Details of solicitation process:

Invitation for Bids (IFB) # 15-053-DAE 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, (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 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 Eidiemann</td>
<td>4/21/15</td>
</tr>
<tr>
<td>Procurement Director</td>
<td></td>
<td>4/28/2015</td>
</tr>
<tr>
<td>Mayor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>$70,000</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flint Equipment Co.</td>
<td>$53,564.78</td>
</tr>
<tr>
<td>$52,464.78</td>
<td></td>
</tr>
</tbody>
</table>

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

Did the low bidder meet the requirements of the bid? □ Yes □ No (explain below)

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

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

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

NAME: [Signature]    TITLE: Director
SIGNATURE: [Signature]    DATE: 4-21-15
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-053-DAE

"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, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Flint, its agents, employees, subcontractors, or others working at the direction or on behalf of Flint. Flint’s obligation to indemnify any Releasees 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  John Deere 50G

**MECHANICAL THUMB:** $975.00

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

---

**Company Name:** Flint Equipment Co

**Company Address:** 4600 Pino Norte Ave

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

**Title:** Sales Rep

**Authorized Signature:**

**Date:** 3/16/2015

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

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

**Email Address:** tgay@flintequirco.com

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

---

FLINT EQUIPMENT COMPANY

TRACY GAY  
SALES REPRESENTATIVE

4600 Pino Norte Avenue  
Macon, Georgia 31206  
Phone: 478-781-1586  
Cell: 478-781-0692  
Fax: 478-781-8591  
Email: tgay@flintequirco.com  
www.flintequirco.com

---

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

[Signature]  
Witness

Page 5
**Attachment A**

**Required Submission Documents**

**BIDDER INFORMATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>FLINT EQUIPMENT CO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>1206 State 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>[Signature]</td>
</tr>
<tr>
<td>Date:</td>
<td>3/17/2016</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>289-888-1212</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>289-420-4644</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Company’s Web Page:</td>
<td><a href="http://www.flintholdings.com">www.flintholdings.com</a></td>
</tr>
</tbody>
</table>

**REMITTANCE INFORMATION (Where payment should be sent):**

<table>
<thead>
<tr>
<th>Remit to Name:</th>
<th>FLINT EQUIPMENT CO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remit to Address:</td>
<td>4600 Old New Ave</td>
</tr>
<tr>
<td>City:</td>
<td>MIlano</td>
</tr>
<tr>
<td>State:</td>
<td>GA</td>
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<tr>
<td>Zip:</td>
<td></td>
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<tr>
<td>County:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>478-789-1586</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Contact:</td>
<td>Chris Gates</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:csales@flintequipmentco.com">csales@flintequipmentco.com</a></td>
</tr>
<tr>
<td>Tax ID:</td>
<td>NMI</td>
</tr>
<tr>
<td>SSN:</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID:</td>
<td>58-1174720</td>
</tr>
<tr>
<td>Business Type:</td>
<td>□ Individual □ Business □ Misc.</td>
</tr>
</tbody>
</table>

**PURCHASE ORDER INFORMATION (Where purchase orders should be sent):**

<table>
<thead>
<tr>
<th>Purchase Order Name:</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Purchase Order Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
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<td>Zip:</td>
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<td>County:</td>
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<td>Phone:</td>
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<tr>
<td>Contact:</td>
<td></td>
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<tr>
<td>Email:</td>
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</tr>
<tr>
<td>Payment Terms: Discount %</td>
<td></td>
</tr>
<tr>
<td>No. Days:</td>
<td></td>
</tr>
<tr>
<td>Net Due:</td>
<td></td>
</tr>
<tr>
<td>Freight Terms: Ship Via:</td>
<td>FOB</td>
</tr>
</tbody>
</table>

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

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

Company Name: FLINT EQUIPMENT Co.
Address: 1204 President St, Albany, GA 31705
How many years have you engaged in business under the present firm name?
Credit available for this contract? N/A
Contracts now in hand? N/A
Has bidder ever used to execute a contract at the original bid amount? N/A
Has bidder ever been declared in default on a contract? No
Comments:

Company Name: FLINT EQUIPMENT Co.
Authorized By (typed name): Bobby Davis
Authorized Signature: [Signature]
Title: Safety Dir. Date: 3/17/15

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

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
</table>

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
17th DAY OF MARCH 2015

My Commission Expires: 1/4/2019

[NOTARY SEAL]
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>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Contractor Name
**Attachment “A”**

**Required Submission Documents**

**BIDDER MINORITY PARTICIPATION GOAL**

(Attach additional pages if required.)

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

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

Contractor Name
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: Plant Equipment Co.
Authorized By (typed name): [Signature]
Authorized Signature: [Signature]
Title: Safety Dir. Date: 3/7/2015

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17th DAY OF MARCH, 2015 My Commission Expires: 1/14/2019

[Signature] [Notary Public]
[Seal]
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: Elec Equip Co.
Authorized By (typed name): Barry Davis
Authorized Signature: [Signature]
Title: Safety Director
Date: 3/17/2015

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE 17TH DAY OF MARCH, 2015 My Commission Expires: 11/1/2019

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

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

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

HireRight User Identification Number: ________________________________

By: Authorized Officer or Agent

Title of Authorized Officer or Agent: ________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF March, 2015

My Commission Expires: ________

Notary Public

___ Check if exempt

Date of Authorization: ________________

Date: ________________

Printed Name of Authorized Officer or Agent: __________________________

E-Verify is a registered trademark of HireRight, Inc.

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
Visit ups.com or call 1-800-PICK-UPS (1-800-742-5877) to schedule a pickup or find a drop-off location near you.

FLINT EQUIPMENT COMPANY
TRACY GAY
SALES REPRESENTATIVE
4600 Pk. Nono Ave.
Macon, Georgia 31206
Phone: 478-78-1360
Fax: 478-78-1391
email: tracy@flintequipco.com
www.flintequipco.com

International Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and the Convention on the

Macon - Bibb County
"15-053-DPE Hydraulic Excavator"

682 Cherry Street - 8th Floor
ATTN: Doreen Eidmann
478-803-0556
INVITATION FOR BID

FOR

HYDRAULIC EXCAVATOR

760-90

BID NUMBER: 15-053-DAE

MACON-BIBB COUNTY, GEORGIA

Issued
March 5, 2015
I. GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids in the Procurement Department, Government Center Annex, 682 Cherry Street – 8th Floor, Macon, Georgia 31201, until 12:00 noon on Thursday, March 19, 2015 for Hydraulic Excavator, for the Macon-Bibb County Government.

NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

2. Bids will be publicly opened and read in the Procurement Department conference Room on Thursday, March 19, 2015 starting at 2:00 p.m.

3. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 957-2192 or jbumpus@maconbibb.us.

B. Bid Documents

4. Bid documents will be made available at the Macon-Bibb County Procurement Department, Government Center Annex, 682 Cherry Street – 8th Floor, Macon, GA 31201, (478) 803-0550 or www.maconbibb.us/purchasing/ under active solicitations.

C. Sealed Bids

SEALED Bids shall be delivered or mailed to:

Macon-Bibb County Procurement Department
Government Center Annex
Attn: Doreen Eidmann
682 Cherry Street – 8th Floor
Macon, GA 31201
478-803-0556
deidmann@maconbibb.us

Mark the outside of the envelope
“15-053-DAE HYDRAULIC EXCAVATOR”
D. Validity

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

2. All prices shall be Delivered prices, FOB Destination, after deducting all non-applicable taxes, delivered to each requesting department or office. Vehicles shall be ready to use.

E. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents may deem the bid to be non-responsive. All required submittal documents included as Attachment “A”, attached hereto and incorporated herein.

F. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within 5% (five percent) of the lowest responsive and responsible bid which conforms to the Invitation to Bid.

G. Reservations

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unnecessary features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid non-responsive.
2. Unless otherwise specified, manufacturer’s names, trade names, brand names, information and/or catalog numbers listed herein are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product that meets or exceeds the specification. If bids are based on equivalent products, the bidder shall indicate on the bid form the alternate manufacturer’s name and catalog number and shall include complete descriptive literature and/or specifications along with proof that the proposed equivalent either meets or exceeds this specification. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, he shall furnish goods identical to the bid specifications.

H. Delivery of said Hydraulic Excavator will be delivered to: Macon-Bibb County, Vehicle Maintenance, 1122 Seventh Street, Macon, GA 31206, call Mr. Sam Hugley twenty-four (24) hours in advance of delivery: (478) 751-9106.

I. Specifications – Attachments “B”, attached hereto and incorporated herein.

J. Questions concerning the bid shall be submitted in writing by fax, email or regular mail to the address on page 2. (email preferred)

STANDAD WARRANTY
- Parts and Repair Manuals or CD w/ Same Information

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR CD WITH SAME INFORMATION**
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:** $__________ **Qty 1:** — **Total:** $__________

**TILT BLADE:** $__________

**MECHANICAL THUMB:** $__________

Delivery will be within ______ weeks after receipt of order.

---

Company Name:

Company Address:

Authorized By (typed or printed name):

Title:

Authorized Signature: ___________________________ Date: __________

Telephone Number:

Fax Number:

Email Address:
# Attachment “A”
## Required Submission Documents

### BIDDER INFORMATION

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td></td>
</tr>
<tr>
<td>Authorized By (typed or printed name):</td>
<td></td>
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<tr>
<td>Title:</td>
<td></td>
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<tr>
<td>Authorized Signature:</td>
<td>Date:</td>
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<tr>
<td>Telephone Number:</td>
<td></td>
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<tr>
<td>Fax Number:</td>
<td></td>
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<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Company’s Web Page:</td>
<td></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Remit to Name:</th>
<th></th>
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<tbody>
<tr>
<td>Remit to Address:</td>
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<tr>
<td>Tax ID:</td>
<td>SSN</td>
</tr>
<tr>
<td>Business Type:</td>
<td>Individual</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Purchase Order Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Order Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Contact:</td>
<td>Email:</td>
</tr>
<tr>
<td>Payment Terms: Discount %</td>
<td>No. Days</td>
</tr>
<tr>
<td>Freight Terms: Ship Via:</td>
<td>FOB</td>
</tr>
</tbody>
</table>

### HIRE/DIVERSITY STATUS (check appropriate box(es))

- African American
- Hispanic
- Native American
- Asian American
- Disabled
- Veteran
- Woman-Owned
- Not-Applicable
Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____________________________________________________________

Address: ___________________________________________________________________

When Organized: __________ Where Incorporated: ________________________________

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

Credit available for this contract? _____________________________________________

Contracts now in hand: _______________________________________________________

Has bidder ever refused to execute a contract at the original bid amount? __________

Has bidder ever been declared in default on a contract? ___________________________

Comments: ___________________________________________________________________

Company Name: _____________________________________________________________

Authorized By (typed name): _________________________________________________

Authorized Signature: ___________________________________________________________________

Title: __________________________ Date: _________________________________

References

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

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________________</td>
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SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF __________, 20___

My Commission Expires: ___________________

[NOTARY SEAL]

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>
</thead>
<tbody>
<tr>
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</table>

Contractor Name
Attachment “A”
Required Submission Documents

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

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

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
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</tbody>
</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: ____________________________________________
Authorized By (typed name): __________________________________
Authorized Signature: _______________________________________
Title: ___________________________ Date: ________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_ __ DAY OF ________________, 20__ My Commission Expires: ___________

_________________________________________ [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: __________________________________________

Authorized By (typed name): ________________________________

Authorized Signature: _____________________________________

Title: __________________________________ Date: ______________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF __________, 201__ My Commission Expires: __________

---------------------------------------------------------------

[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 each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

---

EEV/E-Verify™ User Identification Number 

Date of Authorization

□ Check if exempt

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

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF ____________, 201

My Commission Expires: ____________

[NOTARY SEAL]

---

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

Please submit your bid for the closest machine size you can supply. List any and all exceptions to these specifications.

Please include as an optional price: 1. Tilt Blade – 2. Mechanical thumb

### STANDARD EQUIPMENT

**OPERATOR ENVIRONMENT**
- Mirror, Cab Left
- Travel Alarm

**POWERTRAIN**
- Cat C2.4 Diesel Engine
- U.S. EPA Tier 4 Interim
- ISO 9249/EEC 80/1269
- and EU Stage IIIB
- Rated Net Power 30.0kW / 40.2hp
- Automatic Engine Idle
- Automatic Swing Perk Brake
- Automatic Two Speed Travel
- Fuel and Water Separator

**ELECTRICAL**
- 12 Volt Electrical System
- 60 Ampere Alternator
- 650 CCA Maintenance Free Battery
- Fuse Box
- Ignition Key Start / Stop Switch
- Slow Blow Fuse
- Warning Horn

**OTHER STANDARD EQUIPMENT**
- Economy Mode
- Hydraulic Oil Cooler
- Load Sensing Hydraulics
- Lockable Fuel Cap
- Rear Reflector
- Roll Over Protective Structure (ROPS)
- (ISO 12117-2)
- Swing Boom
- Tie Down Eyes on Track Frame
- Tool Storage Area
- Towing Eye on Base Frame
- Twin Work Lights

**OPERATOR ENVIRONMENT**
- Digital liquid crystal monitor
- Hydraulic Neutral Lockout System
- Literature Holder
- Travel control pedals with hand levers
- Washer floor mat

**OTHER STANDARD EQUIPMENT**
- Radio Ready
- Tip Over Protective Structure (TOPS) (ISO 12117)
- Top Guard - ISO 10262 (Level 1)
- 1-way and 2-way (combined function)
- Auxiliary Hydraulic Lines
- Adjustable Auxiliary Hydraulics
- Auxiliary Line Quick Disconnects
- Caterpillar Corporate "One Key" System
- Continuous Flow
- Door Locks
- Dozer Blade with Float Function
OPERATOR ENVIRONMENT
100% Pilot Control Ergonomic Joysticks
Adjustable Arm Rests
Anti-theft System
COMPASS: Complete, Operation,

Maintenance Performance and
Security System
-Multiple Languages

MACHINE SPECIFICATIONS

Description                                    Reference No
305E2 FACTORY OPEN ROPS ST BLD                436-7951
3977003 305E2 HYDRAULIC EXCAVATOR              
4155021 CANOPY, TOPS                           
3977126 CONTROL, PATTERN CHANGER              
3781245 COOLING, HIGH AMBIENT                 
4342092 BELT, SEAT, 3' RETRACTABLE             
4287873 SEAT VINYL                             
4194783 ALARM, TRAVEL                          419-4783
4317302 ENGINE GENERAL                         
Packing, Domestic Truck                        0P-0210
LANE 2 ORDER                                  0P-8002
DRAIN, ECOLOGY                                377-4520
MIRROR, CANOPY, LEFT                          380-7150
MIRROR, CANOPY, RIGHT                         380-7151
INSTRUCTIONS, ANSI                            397-6938
LINES, STICK                                  397-7063
LINES, BOOM                                   397-7084
BLADE, 77", WELD-ON                           397-7155
SERIALIZED TECHNICAL MEDIA KIT                 421-8926
TRACK, RUBBER BELT                            436-2494
STICK PKG LONG W/O 2ND AUX                     436-2518

WARRANTY

Standard Warranty: 12 months/unlimited hours
12 months/unlimited hours Standard Warranty (6 month or 1 Year)

Buy Back Option: Please provide a buy back agreement and cost for that agreement with your quote.
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, 2013 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:

   Months 1-12: Cost plus 5%.

   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
COPY TO COUNTY: via E-mail to IT Director

TO SOS: Office of the Georgia Secretary of State
Attn: IT Director
2 MLK JR. Drive, 8th Floor West Tower
Atlanta, Georgia 30334

COPY TO SOS: via E-mail to IT Director and staff members as designated from time to time by IT Director

11. 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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<tbody>
<tr>
<td>By:</td>
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<td>Name:</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 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.

Governing 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

[SEAL]
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 business enterprise programs. Among these more recent local government clients are the following:

EXHIBIT A
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 Macor-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 Parren 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 we 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**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Standard Hourly Rate</th>
<th>Discounted Hourly Rate</th>
</tr>
</thead>
<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>
</tr>
</tbody>
</table>

**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-Protegé 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 = $70,000.00

**Labor Subtotal 1:** $70,000.00

**Hourly Rate (T. Stanton):**

$260/ Hr. X 88 Hours = $22,880.00

**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 = $77,000.00

**Labor Subtotal 1:** $77,000.00

**Hourly Rate (T. Stanton):**

$260/ Hr. X 80 Hours = $20,880.00

**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 = $159,600.00

Labor Subtotal 1: $159,600.00

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

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.
Franklin M. Lee
Partner
Tydings & Rosenberg LLP
100 E. Pratt Street, 26th Floor
Baltimore, MD 21202
410.752.9734
flee@tydingslaw.com

Franklin M. Lee is one of the country’s leading authorities on socio-economic policies that promote the mainstream utilization of small, minority-, and woman-owned businesses in government contracting. He represents companies, large and small, regarding regulatory compliance with such public policies, and has advised numerous state and local governments and federal agencies on the establishment and legal defense of commercial non-discrimination policies and other public contracting programs. With nearly 25 years of experience in this arena, Mr. Lee also counsels large multi-national corporations in private sector efforts to promote fairness and diversity in their use of commercial vendors.

Prior to entering private practice, Mr. Lee served for six years as antitrust litigation counsel at the Federal Trade Commission, and for over fifteen years as Chief Counsel to the Minority Business Enterprise Legal Defense and Education Fund, Inc. In the latter position, he advised numerous governmental entities in drafting minority business and disadvantaged business enterprise programs, and in defending those programs against constitutional challenges.

Representation of Minority- and Women-owned Business Enterprises

An experienced administrative lawyer and a litigator, Mr. Lee helps businesses navigate all the intricacies of minority and disadvantaged business policies. He assists his clients in:

- Obtaining Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disadvantaged Business Enterprise (DBE) certifications from state and local governments;
- Obtaining 8(a) program certification from the Small Business Administration;
- Bid protests;
- MBE/WBE policy enforcement; and
- Civil rights class actions and other complex commercial litigation.
Representation of Large Corporations

Mr. Lee advises large corporations on compliance with various socio-economic policies, regulations and strategies including:

- Equal business opportunity programs;
- Commercial non-discrimination policies;
- Subcontracting goals;
- Teaming and joint venture collaborations with small and disadvantaged businesses; and
- MBE/WBE/DEE/HUB/SBE/SLBE contract requirements.

He also facilitates joint ventures and partnerships between Fortune 500 corporations and contractors to increase capacity and enhance market access among historically disadvantaged businesses. He also conducts diversity business audits and helps large companies open up their procurement processes to new sources of supply and to promote non-discriminatory treatment of suppliers and vendors.

Representation of Governments

Mr. Lee’s representation of dozens of government clients has brought him national recognition. Among his many governmental clients are: the Cities of Baltimore, MD, Boston, MA, Charlotte, NC, San Antonio, TX, San Diego, CA, and Columbia, SC. His academic/non-profit clients include: the North Carolina Institute of Minority Economic Development, the Palm Beach County School Board, and the University of Minnesota. He has also advised the U.S. Department of Justice and the U.S. Department of Transportation.

Mr. Lee has advised governmental entities on:

- Minority Women Business Enterprise ("M/WBE") programs;
- Small Business Enterprise ("SBE"); Small Local Business Enterprise ("SLBE"), and Disadvantaged Business Enterprise ("DBE") programs;
- Linked deposit policies for financial institutions;
- DBE airport concessions programs;
- Capacity building initiatives;
- Centralized bidder registration;
- Formation and oversight of multi-jurisdictional disparity study consortiums;
- Disparity study oversight and review, and procedures for economic inclusion policy deliberation;
- Working capital lending programs;
- Bonding assistance programs;
- Supplier development programs; and
- Various public private partnership initiatives that serve "economic inclusion" and economic development objectives.
Mr. Lee has assisted numerous governments in reforming their procurement practices and policies to make them more accessible. Several of these reforms have involved the deployment of technologies that automate the government vendor registration and contracting processes. He has provided detailed guidance to government clients regarding such procedures including the Metropolitan District Commission in Hartford, CT, San Diego, CA, Columbia, SC, and San Antonio, TX.

**Appellate Representation**

Mr. Lee has been involved in some of the most consequential appellate decisions concerning MBE/WBE policies around the country. His federal appellate court experience includes:

- Supervising 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 (*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*); and

- Preparing briefs and pleadings in U.S. Supreme Court cases involving the constitutionality of minority business programs (*J.A. Croson v. City of Richmond, Adarand Constructors, Inc. v. Pena*, and *Adarand Constructors, Inc. v. Mineta*; these cases addressed complex legal and factual issues under the Equal Protection Clause of the 14th Amendment).

**Public and Community Service**

Mr. Lee is actively involved in matters concerning minority-owned businesses. He has served in numerous capacities to promote the advancement of MBEs. Recently, he was invited as a participant in a MBE Roundtable of business leaders, academia, and government officials. The MBE Roundtable was convened by Maryland Congressman Elijah Cummings to develop policy recommendations and strategies for reforming Maryland’s MBE Program in 2012 to make it more effective in facilitating the growth and expansion of MBEs into the mainstream of Maryland’s economy. Also, Governor O’Malley has appointed Mr. Lee to serve as a member of the Maryland Task Force on Minority Business Enterprise and Equity Investment Capital.

He has also served on the "Bridging the Gap" Advisory Panel of the Greater Baltimore Committee, which awarded him the "Bridging the Gap President's Award" in 2008 for his dedication to promoting the advancement of minority-owned business in central Maryland. He was the only attorney selected to serve on Maryland Governor Robert L. Ehrlich Jr.’s Task Force on MBE Reform in 2003; in May 2006, at the conclusion of the Task Force’s work, Governor Ehrlich signed into law groundbreaking MBE legislation crafted largely by Mr. Lee.

Deeply committed to improving the quality of life for the poor and disadvantaged in the City of Baltimore, Mr. Lee has been a volunteer with such organizations as the Sandtown Habitat for Humanity and the Eternal Light of Helping Hands, Inc. He is also a graduate of the Greater Baltimore Committee Leadership Class of 2009, and actively engages in activities sponsored by that organization to support the efforts of community-based non-profits such as Project Plase and Moveable Feast.

Mr. Lee is a perennial mentor for youth who express interest in the field of law. Most recently, his efforts at encouraging young people to pursue legal careers have been directed towards The Just the Beginning Foundation (JTBF), a national non-profit dedicated to promoting greater
diversity in the field of law. In 2008, he served on the Executive Planning Committee for the Foundation’s biennial conference sponsored by bar associations in Washington DC, the State of Maryland, and the State of Virginia. Additionally, he co-chaired the Foundation’s "Robes in Schools" programs in Maryland that year. These programs brought together dozens of judges, lawyers, law professors, law students, college students, and high school and middle school students to share in the judges’ inspirational stories of their careers and life experiences in the law.

Additionally, Mr. Lee helped coordinate the JTBF’s Mock Trial program in Washington, DC, in which dozens of high school students from across the region played the roles of lawyers, witnesses, and jurors in a mock trial based upon a trial transcript and evidentiary exhibits derived from an actual case. For many students, this event provided their first hands-on introduction to legal argument and the practice of law.

Education

1977 -- National Achievement Scholar, B.A. in Political Science, University of Chicago
1980 – Moot Court Board Member, J. D., University of Maryland School of Law

Honors and Achievements

Appointed to Governor Martin O'Malley's Maryland Task Force on Minority Business Enterprise Program and Equity Investment Capital (2010)

Named 'Practitioner of the Year' By University of Maryland School of Law Black Law Student Association (2010)

Selected by SMARTCEO Magazine as One of the "Legal Elite" Recipients (2009)


Recipient of Greater Baltimore Committee's "Bridging the Gap" President's Award (Private Sector), (2008)

Recipient of "Ray of Hope" Award for Law Presented By Black Professional Men, Inc. (2007)

Recipient of "Friend of FAMBEIO" Award for Long-term Service to the Organization (2007)

Recipient of University of Maryland’s School of Law First Annual Black Law Student’s Association Founder’s Award (2007).

Recipient of FTC Bureau of Competition Director’s Award for Outstanding Performance in General Motors Litigation

Recipient of the Unsung Hero Award from the Maryland Governor’s Office of Minority Affairs (2005)

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)
April 1, 2015

Mr. Dale Walker
County Manager
Government Center
Macon, GA.

Dear Mr. Walker:

This letter is in reference to the Bibb County Pension Plan that existed prior to the Macon-Bibb County consolidation.

As you will recall, the Keep Macon Bibb Beautiful Commission (KMBBC) executed a promissory note dated February 1, 2013 to the Bibb County Board of Commissioners (copy attached) in the principal amount of $120,084.41 with a maturity date of February 1, 2023. Terms of the note allowed interest to accrue at 1% until June 1, 2014 at which time KMBBC would commence to make monthly installments in the amount of $1,205.90. The purpose of the note was to solve a pension shortfall that Bibb County claimed that KMBBC/Cherry Blossom owed to the Bibb County Pension Fund due to a shortage of payments made into the fund over time. KMBBC/Cherry Blossom Festival was never notified of the shortfall for several years and was asked to make immediate payment to remedy the shortage.

KMBBC has made nine payments at $1,205.90 for a total of $10,853.10. While all payments have been made on the due date, it has and continues to create a severe strain on the cash flow of KMBBC. As you are aware, 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.

Please find enclosed a check in the amount of $2,500 which will bring the total payments to $13,353.10 that KMBBC has repaid under the terms of the promissory note.

We appreciate your attention to this matter.

Sincerely,

Mark Stevens
Immediate Past-Chair

Theresa L. Robinson
Chair

Enclosure
Mr. Mark Stevens  
Chairman  
Keep Macon-Bibb Beautiful Commission  
794 Cherry Street  
Macon, GA 31201  

Re: Withdrawal Agreement  

Dear Mark,  

It has come to my attention that the withdrawal agreement dated February 1, 2013 has generated an accounts receivable on the Macon-Bibb County Retirement System books. This promissory note, which I believe is signed by you as Chairman, calls for a 1% interest payment payable monthly at $1,205.90.  

This is a highly unusual arrangement and with interest to be paid at 1% is of concern for the retirement system. The assured annual rate to make the retirement system solvent is 7.5% yet it has also come to my attention that Keep Macon-Bibb Beautiful Commission is struggling to make this payment. Perhaps it would be a good idea to sit down with the Mayor and I to discuss this arrangement and what we can do to assist you.  

Respectfully,  

Dale M. Walker,  
County Manager

Enclosures

Cc: Mayor Robert A. B. Reichert  
Judd Drake, County Attorney
April 26, 2013

Via Hand Delivery
Mr. Samuel F. Hart, Sr., Chairman
Bibb County Board of Commissioners
601 Mulberry Street
Macon, GA 31201

RE:
Dear Chairman Hart:

I am pleased to report that I am now in receipt and enclose the $50,000.00 check from Cherry Blossom Festival paid to Bibb County Commission together with a copy of the Withdrawal Agreement by Macon Georgia Cherry Blossom Festival, Inc. and Keep Macon Bibb Beautiful Commission from the pension plan. I am also enclosing the original Promissory Note executed by the Keep Macon Bibb Beautiful Commission. Payments on the Note are to begin July 1, 2014 in the amount of $1,205.90 per month payable through February 1, 2023.

Please call if you have any questions.

Very truly yours,

Brown W. Dennis, Jr.

BWD/sd/28402
Encs.
cc: Virgil Adams, Esq. (w(enc.)
    Ms. Deborah Martin (w(enc.)
    Ms. Bel Wall (w(enc.)

Associated Counsel
Robert B. Langstaff, Jr.
Langstaff Law L.C.
1916 Dawson Road
Albany, GA 31707

Atlanta Office
Midtown Promenade II
1230 Peachtree St., Suite 1500
Atlanta, GA 30309

Asheville Office
37 Haywood St., Suite 200
Asheville, NC 28801
(828) 394-2993

REPLY TO MACON
hitdennis@chkehglaw.com
WITHDRAWAL AGREEMENT

THIS AGREEMENT made and entered into as of the \textit{1st} day of February, 2013, by and between BIBB COUNTY, GEORGIA, a political subdivision of the State ("County"), and the MACON GEORGIA CHERRY BLOSSOM FESTIVAL, INC. ("Festival"), a corporation organized and existing under the laws of the State of Georgia, and KEEP MACON BIBB BEAUTIFUL COMMISSION ("Commission"), an unincorporated agency created by the City of Macon and Bibb County,

WITNESSETH:

WHEREAS, by agreement dated March 23, 1994, the County agreed that the Commission and Festival employees could participate in the Bibb County Pension Plan for a period of fifty (50) years so long as the same could be accomplished without additional cost to the County; and

WHEREAS, the Commission and Festival advised by letter dated July 31, 2006, that they no longer desired to participate in the Bibb County Pension Plan effective July 31, 2006; and

WHEREAS, the County has received no payments since July 31, 2006, from the Commission and Festival; and

WHEREAS, the County, upon notification of the Commission's and Festival's intent to withdraw from the Bibb County Pension Plan and freeze pension benefits offered to their employees as of July 31, 2006, it requested that the Plan actuaries review the funding; and
WHEREAS, the County, the Commission and the Festival have determined that there is additional funding required from the Commission and Festival in the amount of $168,500.00 attributable to their employees as of the July 31, 2006, withdrawal date; and

NOW, THEREFORE, the parties agree as follows:

1. The Commission and Festival advised by letter dated July 31, 2006, of their withdrawal from the Bibb County Pension Plan effective as of July 31, 2006, after appropriate resolutions of their intent to freeze benefits.

2. The parties disagreed as to the under-funding of the portion of the Bibb County Pension Plan attributable to the Commission and Festival employees.

3. The parties agree that as of February 1, 2013 the outstanding balance due and owing to the Bibb County Pension Plan by the Commission and Festival is $168,500.00 inclusive of legal and actuarial expenses.

4. The Festival agrees to pay $50,000.00 contemporaneous with execution of this agreement for release of its obligations. The Commission shall contemporaneous with this agreement sign a promissory note in favor of the County in the amount of $118,500.00 with simple interest at one percent (1%), for a ten (10) year period with monthly payments due at the rate of $1,205.90 per month with an initial payment due July 1, 2014, and a balloon payment at the end for release of its obligations. Said promissory note is incorporated herein by reference (hereeto).

5. It is the agreement of the parties that the repayment plan outlined in Paragraph 4 will satisfy the respective obligations that Commission and Festival have under the March 23, 1994, agreement to fully fund their participation in the Bibb County
Pension Plan. The sole obligation of Commission and Festival following the execution and delivery of this agreement with regard to funding will be to comply with the terms of the repayment plan outlined in paragraph 4. The County hereby releases the Commission and Festival from any and all further obligations to fund their employees' participation in the Bibb County Pension Plan.

6. The Bibb County Code was amended to represent that Commission and Festival employees hired on or after July 31, 2006, are not eligible to participate in the Bibb County Pension Plan and current participants shall receive no future benefit accruals after July 31, 2006.

7. This Contract constitutes the sole agreement between the parties and there are no other agreements, express or implied. It may be modified only by amendments in writing hereto and expressly incorporates herein by reference thereto the promissory referenced in paragraph 4. This Contract shall be binding upon the parties, their successors and assigns.

8. All parties have duly authorized the execution of this agreement by proper action of their respective governing bodies.

(Space intentionally left blank)
PROMISSORY NOTE

$118,500.00

February 1, 2013

FOR VALUE RECEIVED, the undersigned (the "Borrower"), jointly and severally promise to pay to the order of BIBB COUNTY BOARD OF COMMISSIONERS (hereinafter, together with any holder hereof, referred to as "Lender"), at its office where borrowed, or at such other place as the Lender may designate to Borrower in writing from time to time, the principal sum of One Hundred and Eighteen Dollars ($118,500.00), together with interest thereon from the date hereof at the rate per annum designated herein. All payments shall be in lawful money of the United States of America which shall at the time of payment be legal tender in payment of all debts and dues, public and private.

1. **Interest Rate.** The interest rate shall be 1% per annum.

2. **Repayment Terms.** Interest shall accrue monthly and be added to principal until June 1, 2014 at which time the new principal amount of One Hundred and Twenty Thousand Eighty-Four Dollars and 41/100 Cents ($120,084.41) plus interest as provided above shall be paid in monthly installments of One Thousand Two Hundred and Five Dollars and 90/100 Cents ($1,205.90) beginning July 1, 2014 and continuing monthly thereafter until February 1, 2023 when the remaining principal and all accrued interest shall be paid in full.

3. **Application of Payments.** All payments hereunder shall be applied as follows:

   (a) First, to the payment of any late fees and delinquent interest on the outstanding principal balance;

   (b) Next, to payment of the current's month's interest on the outstanding principal balance;

   (c) The remainder, if any, to the reduction of outstanding principal.

Payments in federal funds immediately available in the place designated for payment received by Lender prior to 2:00 p.m. local time at said place of payment shall be credited prior to close of business, while other payments may, at the option of Lender, not be credited until immediately available to Lender in federal funds in the place designated for payment prior to 2:00 p.m. local time at said place of payment on a day on which Lender is open for business.

4. **Prepayment.** The Borrower shall have the privilege to prepay this Note at any time without penalty.

   Any prepayment shall be applied in the manner provided in paragraph 3 above, except that any amount thereof applied to reduction of outstanding principal shall be applied to installments of principal in inverse order of maturities.
5. **Late Fee.** Time is of the essence of this Note. In the event all or any part of any installment due under the terms of this Note is delinquent for more than ten (10) days (excluding the final payment of principal and interest due on the Maturity Date), there shall be due to the Lender, in addition to the delinquent installment or part hereof and in order to compensate the Lender for extra costs and expenses caused by such late payment, a sum equal to five percent (5%) of the amount so delinquent.

6. **Governing Law: Changes.** THIS NOTE MAY NOT BE CHANGED ORALLY AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

7. **Default.** If the undersigned fails to make any payment when due or otherwise fails to fulfill the terms of this Note and related obligations, Lender shall have the right to declare all of the indebtedness immediately due and payable and pursue all applicable remedies but only after Lender notifies the undersigned of such default in writing and gives the undersigned fifteen (15) days after the date of such notice to cure such default.

8. **Waiver of Trial by Jury.** Borrower hereby waives any right Borrower may have under any applicable law to trial by jury with respect to any suit or legal action which may be commenced by or against Lender concerning the interpretation, construction, validity, enforcement or performance of this Note or any other agreement or instrument executed in connection herewith.

    IN WITNESS WHEREOF, this Note has been executed, UNDER SEAL, the day and year first above written.

    ____________________________
    By: [Signature]

    ____________________________
    Title: [Title]

    (Corporate Seal)
CALCULATE LIABILITY TO BE AMORTIZED

Contribution Payable to Bibb County as of 02/01/2013
With interest compounding monthly at 1.00%

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Updated June 27, 2011
Amortize Balance with payments beginning 07/01/2014-02/01/2023.

**AMORTIZE BALANCE**

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Updated June 27, 2011
PAY TO THE ORDER OF Bibb County Commission $ 50,000.00
Fifty Thousand and 00/100

Bibb County

COPY

Capital City Checking / Persion Settlement 50,000.00
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 e. 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
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
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
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 for Naming & 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 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

S:\Law\RES MACON-BIBB\2015 Watkins Renaming of May Avenue to David L. Pitts Sr. Boulevard.doc

Page 1 of 5
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 a that 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

Pastor Brandon Pitts

509 MAY AVE.  P.O. BOX 5033
MACON, GA 31204
(478) 745-9953
FAX (478) 745-2150
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 260-74-1082

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 'E')
☐ Employment with mentally disabled (Purpose Code 'M')
☐ Employment with elder care (Purpose Code 'N')
☐ Employment with children (Purpose Code 'W')

One of the following must be checked:

☐ This authorization is valid for ___ / ___ / ___ (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 ____________________________

Notary Seal

Bibb County Sheriff's Office use:

Record Checked By ____________________________

Date ________________

Criminal History Record Check Results: ____________________________

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>1. Mattie Porter</td>
<td>670 May Ave</td>
</tr>
<tr>
<td>2. Elva Pearl Harris</td>
<td>562 May Ave</td>
</tr>
<tr>
<td>3. Dong Soon</td>
<td>280 Straight St</td>
</tr>
<tr>
<td>4. Amanhollie</td>
<td>576 May Ave</td>
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<td>5.</td>
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<td>6.</td>
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<td>8.</td>
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</table>
When using any driving directions or map, it is a good idea to double check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.
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)
NEW BUSINESS
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ADOPTING THE MACON-BIBB COUNTY SOLID WASTE AND MATERIALS MANAGEMENT PLAN;
AND FOR OTHER PURPOSES.

WHEREAS, the Legislature of the State of Georgia has required that all communities in the State prepare a solid waste management plans in compliance with prescribed standards and adopt said plan by resolution of its governing body; and

WHEREAS, Macon-Bibb County has prepared the Solid Waste and Materials Management Plan for 2016-2025 which satisfies all applicable standards of the Georgia Comprehensive Solid Waste Management Act.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is hereby authorized to sign this resolution adopting the Macon Bibb County Solid Waste and Materials Management Plan for 2016-2025 in compliance with the Georgia Comprehensive Solid Waste Management Act attached hereto as Exhibit “A”. This Resolution shall become effective 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

Please Note: The Solid Waste and Materials Management Plan is available in the Clerk’s Office
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO ACCEPT THE TRANSFERS OF THE PARCELS OF PROPERTY LOCATED AT 416 PURSLEY STREET, 424 PURSLEY STREET, 430 PURSLEY STREET, 436 PURSLEY STREET, 442 PURSLEY STREET, AND 448 PURSLEY STREET FROM THE MACON-BIBB COUNTY LAND BANK AUTHORITY FOR JEFFERSON LONG PARK; TO AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Land Bank Authority is the owner of certain parcels of property in Macon, Georgia known as 416 Pursley Street, 424 Pursley Street, 430 Pursley Street, 436 Pursley Street, 442 Pursley Street, and 448 Pursley Street; and

WHEREAS, these properties were purchased in anticipation of the designated area to be known as Jefferson Long Park; and

WHEREAS, the Macon-Bibb County Land Bank Authority desires to transfer those parcels of property to Macon-Bibb County; 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.

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 416 Pursley Street, 424 Pursley Street, 430 Pursley Street, 436 Pursley Street, 442 Pursley Street, and 448 Pursley Street, 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 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. HOWWARD, CLERK OF COMMISSION

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING COMMISSIONER SCOTTY SHEPHERD TO THE MACON-BIBB COUNTY CONVENTION & VISITORS BUREAU; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Convention and Visitors Bureau (CVB) was created in 1980 as the non-profit destination marketing agency for Macon-Bibb County; and

WHEREAS, the CVB bylaws states that one of the seven (7) members of its Board of Directors is to be selected from the membership of the Operations and Finance Committee of the Macon-Bibb County Commission, chosen by the members of that committee, and approved by the Macon-Bibb County Commission; and

WHEREAS, Mayor Robert A. B. Reichert has nominated Commissioner Scotty Shepherd, a member of the Operations and Finance Committee, to serve on the CVB Board of Directors; and

WHEREAS, the members of the Operations and Finance Committee agree with the appointment of Commissioner Shepherd; and

WHEREAS, Commissioner Shepherd will replace Commissioner Virgil Watkins on the CVB Board of Directors and serve a three (3) year term beginning July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, the Operations and Finance Committee’s appointment of Commissioner Scotty Shepherd to serve on the Macon-Bibb County Convention and Visitor’s Bureau Board of Directors for a term of three (3) years to begin July 1, 2015 is hereby approved by the Macon-Bibb County Commission.

NOW, THEREFORE, this Resolution shall become effective 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

(SEAL)

Attest: ____________________________
JEAN S. HOWARD, Clerk of Commission
ATTACHMENT 10.D

SPONSOR: COMMISSIONER SCHLESINGER

A RESOLUTION OF MACON-BIBB COUNTY COMMISSION AUTHORIZING
BRAGG JAM, INC., A NONPROFIT ORGANIZATION, TO HOLD ITS 2015 MUSIC
FESTIVAL IN DOWNTOWN MACON, GEORGIA, ON SATURDAY, JULY 25, 2015;
TO PERMIT FESTIVAL-GOERS TO CARRY AND CONSUME ALCOHOLIC
BEVERAGES IN AND ABOUT THE DESIGNATED STREETS OF DOWNTOWN
MACON, UNDER SPECIFIED CONDITIONS; TO REQUIRE BRAGG JAM, INC. TO
PROVIDE FOR AND/OR REIMBURSE THE CITY FOR ALL EXPENSES INCURRED
FOR SECURITY AND CLEAN UP; AND FOR OTHER PURPOSES.

WHEREAS, Bragg Jam, Inc. is a nonprofit corporation, organized pursuant to 28 U.S.C.
501(c)(3) and inspired by late Macon, Georgia, musicians Brax and Tate Bragg; and

WHEREAS, the Bragg Jam Festival not only provides music for the entertainment of
residents of Macon-Bibb County, it also provides entertainment for attendees from other Georgia
communities and from other states; and

WHEREAS, Bragg Jam, Inc. has contributed a portion of its net proceeds to projects in
the community, and intends to continue its policy of contributing to worthwhile projects in the
community in 2015; and

WHEREAS, alcoholic beverages will be available at the Bragg Jam Festival from
participating businesses in the downtown business area, and festival-goers, during the event, will
traverse the premises, sidewalks, and streets of downtown Macon with alcoholic beverages; and

WHEREAS, the Macon-Bibb County Commission has determined that relaxing certain
restrictions on the sale and consumption of alcoholic beverages during the Bragg Jam Festival is
in the best interest of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of same, that pursuant to Section 4-303(c)(6) of the
Macon-Bibb County’s Code of Ordinances, the prohibitions contained in Code Section 4-303(b)
against open containers of alcohol on any public streets, highways, alleys, sidewalks, parks, or
picnic areas, shall not apply to the downtown business area, as defined under Section 4-
303(c)(6)(a), during the Bragg Jam Festival between the hours of 5 p.m. on Saturday, July 25, 2015 to 2 a.m. on Sunday, July 26, 2015, pursuant to, and subject to, all requirements and conditions of Section 4-303(c)(6), and any other applicable laws. This Resolution will become effective immediately upon approval by the Mayor or upon its adoption into law without such approval.

**BE IT FURTHER RESOLVED** that Bragg Jam, Inc., sponsor of Bragg Jam Festival 2015, shall either pay for or reimburse Macon-Bibb County for the cost of security during the festival at all of its venues within Macon-Bibb County and for cleanup of all public premises, streets, highways, alleys, sidewalks, parks, or picnic areas, following the festival at all its venues within the City.

**APPROVED AND ADOPTED** this _____ day of __________________, 2015.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, CLERK OF COMMISSION
AN ORDINANCE, GRANTING TO JOINTLY OWNED NATURAL GAS, A PARTNERSHIP OF THE MUNICIPALITIES OF BYRON, COCHRAN, HAWKINSVILLE, PERRY, AND WARNER ROBINS, HEREINAFTER DESIGNATED AS "JOINTLY OWNED NATURAL GAS", ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, PUBLIC HIGHWAYS, ALLEYS, LANES, WAYS, PARKS, AND OTHER PUBLIC PLACES OF MACON-BIBB COUNTY, GEORGIA, FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING, AND OPERATING A GAS WORKS AND GAS DISTRIBUTION SYSTEM, AND OTHER NECESSARY MEANS FOR MANUFACTURING, TRANSMITTING, DISTRIBUTING AND SELLING OF MANUFACTURED, NATURAL OR COMMINGLED GAS WITHIN AND THROUGH MACON-BIBB COUNTY, GEORGIA; AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE PROVISIONS GOVERNING THE FRANCHISE FEE CALCULATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Jointly Owned Natural Gas, a partnership of the municipalities of Byron, Cochran, Hawkinsville, Perry, and Warner Robins, hereinafter designated as "Jointly Owned Natural Gas", has used and is using the public rights-of-way, streets, alleys, and public places, and other property of Macon-Bibb County for the operation of its utility services; and

WHEREAS, Jointly Owned Natural Gas desires to extend its gas pipes and other required appurtenances approximately 8,000 feet along Allen Road to enable it to provide natural gas service to the facility of Kumho Tire Georgia, Inc. that is currently under construction in Macon-Bibb County, Georgia; and

WHEREAS, there is currently no franchise agreement in force and effect with Jointly Owned Natural Gas in Macon-Bibb County; and

WHEREAS, the territory embraced under this agreement shall be the total area of Bibb County, as the same may be now or hereafter fixed and established by law; and

WHEREAS, the Commission finds that it is in the best interest of the citizens of Macon-Bibb County to enter into this Franchise Agreement with Jointly Owned Natural Gas; 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.

In exchange for making the franchise fee payments as provided in this Agreement, Macon-Bibb County grants to Jointly Owned Natural Gas, its successors and assigns, a non-
exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in Macon-Bibb County (hereinafter collectively referred to as “Macon-Bibb County’s Property”) and to use and occupy Macon-Bibb County’s Property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of Macon-Bibb County, such right, when exercised as herein provided, to commence as of July 1, 2015, and to continue for a term for thirty (30) years from the date of approval of this ordinance.

SECTION 2.

The franchise fees due to Macon-Bibb County for each Fiscal Year during the term of this ordinance shall be a sum of money equal to four (4%) percent on any and all gross revenue derived from distribution and sale of natural gas or power to all of Jointly Owned Natural Gas’s customers served within the territorial limits of Macon-Bibb County, Georgia (as such territorial limits are located at the time of service) during the period beginning the effective date of this Agreement and through the term of the grant of the franchise. For purposes of this Ordinance, Fiscal Year shall mean the 12 month period ending December 31 of each year. The franchise fee shall be accompanied by a verified statement of the gross revenues which shall be submitted by Jointly Owned Natural Gas at the time said franchise fees are paid. The franchise fees shall be due and payable to Macon-Bibb County semi-annually, on the twentieth day of January and July, calculated on gross revenues billed for the immediately preceding six month period.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment, (other than ad valorem taxes on property and license taxes on the sale of home appliances, if any), for the use of the rights-of-way by Jointly Owned Natural Gas for the provision of gas distribution service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The Macon-Bibb County Commission through its authorized representative or representatives shall have the right to inspect and audit the books and records of Jointly Owned Natural Gas for the
purpose of determining the amount of its revenues received from the provision of gas distribution service as set forth above within said territorial limits. Jointly Owned Natural Gas shall comply with Macon-Bibb County’s utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. §32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. Macon-Bibb County will not charge Jointly Owned Natural Gas any other franchise fee, occupation tax, or regulatory fee, as prohibited by O.C.G.A. §48-13-16, or any other fee prohibited by state law. Jointly Owned Natural Gas reserves the right to reduce the annual franchise fee payable to Macon-Bibb County for any and all fees, taxes or charges assessed by Macon-Bibb County in contravention of this section in connection with the granting of permits to perform Jointly Owned Natural Gas’s work on Macon-Bibb County’s Property during such Fiscal Year.

SECTION 3.

All rights herein granted and authorized by Macon-Bibb County shall be subject to and governed only by this ordinance; provided, however, that Macon-Bibb County expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this ordinance.

SECTION 4.

Jointly Owned Natural Gas, upon making an opening in Macon-Bibb County’s Property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, and shall replace and restore Macon-Bibb County’s Property to its former condition as nearly as practicable, and within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of Macon-Bibb County.

SECTION 5.

To the extent allowed by law, Jointly Owned Natural Gas shall save and keep harmless Macon-Bibb County from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence of Jointly Owned Natural Gas in the installation, maintenance and repair of its mains and pipe lines located in Macon-Bibb County’s Property.
SECTION 6.

This ordinance, after its passage according to law, in writing duly filed with the Macon-Bibb County Clerk of Commission, shall be effective and in full force after the date of acceptance by Jointly Owned Natural Gas.

SECTION 7.

Throughout the term of this Franchise Agreement, Jointly Owned Natural Gas shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide Macon-Bibb County certificates of insurance designating Macon-Bibb County as additional insured and demonstrating that Jointly Owned Natural Gas has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death to any one person, and One Million Dollars ($1,000,000.00) for bodily injury or death to any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days’ prior written notice to Macon-Bibb County. Jointly Owned Natural Gas shall provide workers' compensation coverage in accordance with applicable law. Jointly Owned Natural Gas shall indemnify and hold harmless Macon-Bibb County from any workers' compensation claims to which Jointly Owned Natural Gas may become subject during the term of this Franchise Agreement. Alternatively, and in lieu of the foregoing insurance requirements, Jointly Owned Natural Gas may elect to self-insure or insure through its captive insurance carrier, provided that Jointly Owned Natural Gas has sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

SECTION 8.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for ten (10) years after such expiration and this franchise shall so continue in operation and effect for a further and second term of ten (10) years unless such notice be given by either party prior to the expiration of the first such renewed term.
SECTION 9.

Any proposed facilities of Jointly Owned Natural Gas within the certificated area of Atlanta Gas Light Company must receive prior approval by the Georgia Public Service Commission, hereinafter designated as “GPSC”. Jointly Owned Natural Gas shall notify the GPSC, and Atlanta Gas Light of its intent to install facilities parallel to and within the rights-of-way with Atlanta Gas Light facilities at least thirty (30) days prior to installation and such installation shall not be initiated without the written consent of the GPSC provided, however, that the GPSC shall act on such notice within a reasonable amount of time and such consent shall not be unreasonably withheld.

SECTION 10.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

SECTION 11.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties’ addresses are set forth below and can be changed upon thirty (30) days’ notice to the other:

Macon-Bibb County:
700 Poplar Street
P.O. Box 247
Macon, GA 31202
Attn: Mayor

Jointly Owned Natural Gas:
SECTION 12.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ADOPTED by the Macon-Bibb County, Commission, at a meeting held on the _____ day of ____________, 2015.

Approved:

__________________________

Robert A. B. Reichert, Mayor

I, Jean S. Howard, Clerk of Commission, for Macon-Bibb County, Georgia, hereby certify that I was present at the meeting of the Macon-Bibb County Commission held on ________________, 2015, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Macon-Bibb County Commission at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of Macon-Bibb County, State of Georgia, this _____ day of ______________, 2015.

__________________________

Jean S. Howard, Clerk of Commission

(SEAL)

(ACCEPTANCE BY JOINTLY OWNED NATURAL GAS FOLLOWS ON PAGE 7 OF 7)
Accepted on behalf of Jointly Owned Natural Gas, this _____ day of _____________, 2015.

"JOINTLY OWNED NATURAL GAS"

City of Byron

By: ____________________________
Mayor

Attest: __________________________
City Clerk

City of Cochran

By: ____________________________
Mayor

Attest: __________________________
City Clerk

City of Hawkinsville

By: ____________________________
Mayor

Attest: __________________________
City Clerk

City of Perry

By: ____________________________
Mayor

Attest: __________________________
City Clerk

City of Warner Robins

By: ____________________________
Mayor

Attest: __________________________
City Clerk
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ADOPTION AGREEMENT TO THE ACCG 457(b) DEFERRED COMPENSATION PLAN FOR BIBB COUNTY EMPLOYEES

WHEREAS, the Bibb County Board of Commissioners previously adopted the ACCG 457(b) Deferred Compensation Plan for Bibb County Employees (the “457 Plan”) through an Adoption Agreement, most recently amended and restated effective January 1, 2013;

WHEREAS, effective January 1, 2014, the Bibb County government was restructured into a new political body corporate under the name Macon-Bibb County (the “Employer”) and the Plan must be amended to reflect such restructuring; and

WHEREAS, pursuant to Section 11.01(a) of the Plan, the Employer may amend the elective provisions of its Adoption Agreement at any time.

NOW, THEREFORE, the Adoption Agreement to the Plan is hereby amended as follows:

Section 1.

2.14 EMPLOYER.

The term “Employer” means Macon-Bibb County.

Section 2.

2.23 PLAN.

The name of the Plan as adopted by the Employer is the “ACCG 457(b) Deferred Compensation Plan for Macon-Bibb County Employees”.

Section 3.

The sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

Section 4.

All resolutions or parts thereof in conflict with this Resolution are hereby repealed.
Section 5.

The Mayor, County Manager, and Human Resources Director are authorized to execute all other documents necessary to implement the early retirement incentive and to take all further actions necessary to carry out the intents and purposes of this Resolution.

Section 6.

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

(SEAL) Attest:

JEAN S. HOWARD, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE ADOPTION AGREEMENT TO THE ACCG 401(a) DEFINED CONTRIBUTION PLAN FOR SENIOR MANAGEMENT OF BIBB COUNTY TO REFLECT THE RESTRUCTURING OF BIBB COUNTY INTO MACON-BIBB COUNTY AND TO PROVIDE FOR EMPLOYER DISCRETIONARY CONTRIBUTIONS FOR STEVE LAYSON IN ACCORDANCE WITH THE EARLY RETIREMENT INCENTIVE PROGRAMS OFFERED TO OTHER ELIGIBLE EMPLOYEE OF MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Bibb County Board of Commissioners previously adopted the ACCG 401(a) Defined Contribution Plan for Senior Management of Bibb County (the “Plan”) through an Adoption Agreement, most recently amended and restated effective January 1, 2013;

WHEREAS, effective January 1, 2014, the Bibb County government was restructured into a new political body corporate under the name Macon-Bibb County (the “Employer”) and the Plan must be amended to reflect such restructuring;

WHEREAS, in accordance with the early retirement incentive programs offered to other eligible employees of Macon-Bibb County, the Employer also desires to amend the Plan to provide for Employer Discretionary Contributions and to provide for a Employer Discretionary Contributions for Steve Layson to be made on or before June 30, 2015, which will provide him the maximum contribution permitted to be made to the Plan in 2015, under IRS regulations and applicable contribution limits; and

WHEREAS, pursuant to Section 13.01(a) of the Plan, the Employer may amend the elective provisions of its Adoption Agreement at any time; and.

NOW, THEREFORE, the Adoption Agreement to the Plan is hereby amended as follows:

Section 1.

2.21 EMPLOYER.

The term “Employer” means Macon-Bibb County.

Section 2.

2.42 PLAN.

The name of the Plan as adopted by the Employer is the “ACCG 401(a) Defined Contribution Plan for Senior Management of Macon-Bibb County Employees.”
Section 3.

4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS.

Employer Basic Contributions

[---] No Basic Contributions

[X] Basic Contributions equal to eight percent (8%) of each Participant’s Compensation

[---] Basic Contributions in a flat dollar amount equal to _______ dollars ($____) for each Participant

[---] Other formula as shown in Schedule A attached hereto

Basic Contributions shall be made:

[X] On a payroll basis

[---] On an annual basis

[---] Other (specify):

Employer Discretionary Contributions

[---] No Discretionary Contributions

[X] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:

[---] Pro-Rata Based on Compensation

Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year

[---] Fixed Dollar Formula

Each Participant shall be credited with an equal dollar amount

[X] Other Formula as shown in Schedule A attached hereto

Discretionary Contributions shall be made:

[X] Other (specify): As determined by the Employer
Section 4.
Schedule A is hereby amended as provided in the attachment hereto.

Section 5.
The sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

Section 6.
All resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Section 7.
The Mayor, County Manager, and Human Resources Director are authorized to execute all other documents necessary to implement the early retirement incentive, in accordance with Exhibit B attached hereto and incorporated herein by reference, and to take all further actions necessary to carry out the intents and purposes of this Resolution.

Section 8.
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

(SEAL)  
Attest:  
JEAN S. HOWARD, Clerk of Commission
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR SENIOR MANAGEMENT OF MACON-BIBB COUNTY

Schedule A
Eligible Employees

<table>
<thead>
<tr>
<th>Name</th>
<th>Participant Effective Date</th>
<th>Plan Year</th>
<th>Employer Basic or Discretionary Contribution</th>
<th>Employer Matching Contribution</th>
<th>Employee Contribution</th>
<th>Vesting Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Layson</td>
<td>12/1/2006</td>
<td>All Plan Years</td>
<td>8.0% Basic Contribution</td>
<td>N/A</td>
<td>8.0%</td>
<td>100%</td>
</tr>
<tr>
<td>Steve Layson</td>
<td>2015 ONLY</td>
<td></td>
<td>Discretionary Contribution: $53,000 minus Employer Basic and Employee Contribution made for 2015</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B

EARLY RETIREMENT INCENTIVE

1. $20,660 – In accordance with the two year bridge being offered to other Macon-Bibb County employees and the employer basic contribution under the ACCG 401 (a) Defined Contribution Plan for Senior Management of Bibb County (the "Plan") of 8% of employee’s current salary, Steve Layson, hereinafter “Employee”, will receive an early retirement incentive discretionary payment of $20,660 into the Plan for Employee’s benefit. ($129,126.40 X 8% Employer Match X 2 Year Bridge = $20,660.22); and

2. $17,400 – Employee will receive an additional early retirement incentive discretionary payment of $17,400 into the Plan which amount represents payment of the $200 per month subsidy until Employee turns 65 years of age and becomes Medicare eligible, ($200 X 87 months = $17,400 based upon Employee turning 65 years of age in October, 2022); and

3. $4,620 – Employee will also receive an additional early retirement incentive discretionary payment of approximately $4,620 into the Plan which is a rough estimate, based upon Employee being employed thru June 30, 2015, of the amount that has been determined as necessary to ensure that that the total amount of employer and employee contributions made for 2015 does not exceed $53,000, which is the maximum amount allowed under law. Employer will work with the Finance Department to come up with the exact amount. The payment of this amount represents a compromise to Employee’s request that Macon-Bibb County also pay the employee contribution under the 401 (a) Plan of 8% of Employee’s current salary over the course of the two year bridge; and

4. In accordance with the Summary of Macon-Bibb County Health and Life Insurance Retirement Benefits Available as of April 21, 2015, a copy of which is on file with the Macon-Bibb County Clerk of Commission’s Office, Employee will be eligible to receive such health and life insurance retirement benefits for which he qualifies, including, but not limited to, the $388 HRA Benefit available to Pre-May 2011 Bibb County employees upon becoming Medicare eligible at 65 years of age; and

5. Employee’s last date of employment will be June 30, 2015; and

6. Employee will be required to sign a release/waive/covenant not to sue in accordance with all other early retirees.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN MACON-BIBB COUNTY AND SPIRIT OF AMERICA THEME PARK AND DEVELOPMENT, LLC TO POSTPONE THE CONSTRUCTION OF CERTAIN PARK INFRASTRUCTURE UNTIL A LATER DATE IN A FORM TO BE APPROVED BY THE COUNTY ATTORNEY'S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, on or about October 9, 2014, a Memorandum of Understanding was entered into between Macon-Bibb County and Spirit of America Theme Park and Development, LLC;

WHEREAS, the Memorandum of Understanding detailed the obligations of each party in respect to the development and construction of a water park to be located in the Sandy Beach portion of the Lake Tobesofkee recreation area; and

WHEREAS, a copy of this Memorandum of Understanding has been attached hereto as Exhibit A for reference purposes; and

WHEREAS, on or about May 12, 2015, a correspondence was received from Jeff Franklin as president of Spirit of America Theme Park and Development, LLC requesting that several amendments be made to the original Memorandum of Understanding in order for the project to be able to open for business this year (June 30, 2015); and

WHEREAS, specifically, Mr. Franklin has requested the following construction related amendments: 1) construction of the themed main entrance be delayed until after the first season of operation; 2) the use of privacy fences around pump equipment be temporarily allowed and the construction of the required permanent block structure around such pumps be delayed until after the second season of operation; 3) the use of temporary shade structures be allowed and the construction of permanent shade pavilions be delayed until after the second season of operation; 4) construction of the third slide of West Wind White Water and construction of the Wave Pool be delayed until after the second season of operation; 5) the use of temporary/removable bathrooms and shower rooms be allowed and the construction of permanent bathrooms and shower rooms be delayed until after the fifth season of operation; 6) construction of the dome structure for the lap pool be delayed until after the fifth season of operation; 7) to remove the requirement to construct a volleyball court due to safety reasons; and
WHEREAS, in addition, the correspondence from Mr. Franklin also requested that Macon-Bibb County provide funding and construct a roundabout/entrance to the park with sidewalks and fencing using County funds; and

WHEREAS, a copy of the correspondence from Mr. Franklin has been attached hereto as Exhibit B for review and reference purposes; and

WHEREAS, the Macon-Bibb County Commission recognizes that new construction projects often create complications and obstacles that were unforeseeable prior to the construction work actually commencing; and

WHEREAS, in addition, the Macon-Bibb County Commission recognizes that Mr. Franklin and Spirit of America Theme Park and Development, LLC are making a substantial financial investment (~$2,600,000.00) and commitment to the Middle Georgia area by constructing this recreational facility; and

WHEREAS, as such, the Macon-Bibb County Commission approves and authorizes the Mayor to execute an amendment to any documentation necessary to reflect the requested changes identified above as items one (1) through seven (7) regarding construction delays for certain improvements; and

WHEREAS, however, during the negotiation phase of this project, Mr. Franklin and Spirit of America Theme Park and Development, LLC received several incentives from Macon-Bibb County to locate the project to this area, including a reduction in the ground lease rental amount, governmental letters of support to secure financing, a cooperative marketing plan, preferential taxation treatment, and County funded construction site improvements, with said County funded construction site improvements totaling approximately two hundred and forty-eight thousand dollars ($248,000.00); and

WHEREAS, as such, the Macon-Bibb County Commission rejects Mr. Franklin’s request for Macon-Bibb County to provide funding and construction of a roundabout and entrance to the park; and

WHEREAS, the construction of a roundabout and entrance to the park, in addition to sidewalks and fencing in this area, shall remain the responsibility of Mr. Franklin and Spirit of America Theme Park and Development, LLC; and

WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and
WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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 the Mayor to execute an amendment to the Memorandum of Understanding entered into between Macon-Bibb County and Spirit of America Theme Park and Development, LLC to reflect the following modifications; 1) construction of the themed main entrance be delayed until after the first season of operation; 2) the use of privacy fences around pump equipment be temporarily allowed and the construction of the required permanent block structure around such pumps be delayed until after the second season of operation; 3) the use of temporary shade structures be allowed and the construction of permanent shade pavilions be delayed until after the second season of operation; 4) construction of the third slide of West Wind White Water and construction of the Wave Pool be delayed until after the second season of operation; 5) the use of temporary/removable bathrooms and shower rooms be allowed and the construction of permanent bathrooms and shower rooms be delayed until after the fifth season of operation; 6) construction of the dome structure for the lap pool be delayed until after the fifth season of operation; 7) to remove the requirement to construct a volleyball court due to safety reasons; with such amendment drafted in a form to be approved by the County Attorney's Office; 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 construction of a roundabout and entrance to the park, as well as the construction of sidewalks and fencing in this rea, shall remain the responsibility of Mr. Franklin and Spirit of America Theme Park and Development, LLC and no such modification shall be authorized.

APPROVED AND ADOPTED this ___ day of _____________, 2015.

By: 

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Memorandum of Understanding Between Macon-Bibb County and Spirit of America Theme Park and Development, LLC
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is entered into as of the effective date set forth below by and between MACON-BIBB COUNTY (the “County”), a subdivision of the State of Georgia, created by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Laws 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012, and SPIRIT OF AMERICA THEME PARK AND DEVELOPMENT, LLC, a Georgia limited liability company (the “Company”), each a “Party” and collectively the “Parties.”

1. THE PROJECT.

1.1. Description of the Project. The project (the “Project”) shall consist of (i) a recreational water park attraction with attendant facilities as set forth in the attached Schedule 1.1, to be constructed by the Company on the below-defined Site (the “Company Improvements”); and (ii) the Site described in Section 1.4 below, on which the Company Improvements are to be constructed and equipment and other personal property of the Company are to be installed for use by the Company in its water park operations.

1.2. Total Project Costs. “Total Project Costs” include all reasonable costs, fees and expenses incurred by the Company in connection with the Project. Except as otherwise indicated herein, the Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns).

1.3. Closing. As used herein, the “Closing” is the event at which the transactions contemplated herein are consummated, particularly the execution of the Ground Lease described in Section 1.4.3 below, and financing of the Project. References herein to a “Closing Condition” are to the optional right of a Party hereof, based on a Closing Condition, to exercise a right provided herein in its favor to avoid the Closing and terminate this Agreement as provided in Sections 4.4 and 4.5, respectively, below.

1.4. The Site.

1.4.1. Project Site. The real property upon which the Project is to be constructed is located in Macon-Bibb County at Sandy Beach Park, which is part of the Lake Tohopekaliga Recreation Area (collectively with Sandy Beach Park, the “LTRA”), which currently owned and titled in the name of the County and is approximately 8 acres as shown in orange outline (the “Project Site”), on the attached Schedule 1.4.

1.4.2. Expansion Site. The “Expansion Site” consists of approximately 17 additional acres to be identified adjacent to and surrounding the Project Site on Schedule 1.4. Collectively, the Project Site and the Expansion Site are referred to as the “Site.” The exact acreage of the Project Site and Expansion Site will be determined by the Survey (as defined in Section 1.5.2).

1.4.3. Ground Lease of the Site. Upon satisfaction of the conditions in this Agreement, the County will lease the Project Site to the Company for a term of
approximately twenty (20) years, running through and until June 30, 2035 (the "Ground Lease"). The Ground Lease shall provide:

(a) For an effective date to begin upon its execution and to reflect an "Anniversary Date" of June 30th of each "Year" thereafter;

(b) The Rent for the Site, which shall be payable monthly: (i) $1.00 per month through June 30, 2017 (constituting Years 1, 2 and 3 under the Ground Lease); (ii) paid 1/12th monthly, 1.0% of Gross Revenues of the Project in Year 4 through Year 6; and (iii) paid 1/12th monthly, 1.5% of Gross Revenues of the Project in Year 7 and each Year thereafter;

(c) Requirements for the Company to prepare, and for the County to approve, design and construction of the Project;

(d) Upon the Company’s complete performance with the requirements of the Ground Lease, annual options for the Company to lease the Expansion Site in incremental stages;

(e) Upon the Company’s complete performance with the requirements of the Ground Lease, up to three (3) renewals of the Ground Lease of ten (10) years, with provision for adjustment, at the County’s election, of the Rent according to a formula relating to Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics;

(f) Requirements for maintenance, operations, insurance, and security for the Project by the Company;

(g) Descriptions of the improvements to be made to the Site and covenants of the County in relation thereto;

(h) The County’s operation of the Sandy Beach Park entrance, and its collection and retention of parking and/or LTRA entrance fees thereto (which are currently $3.00 per person entering Sandy Beach) prior to the Company’s guests entering the Project and in addition to any fees or ticket prices which Company may also charge;

(i) Certain defined terms, including Gross Revenues of the Project, Annual Reports, and other terms;

(j) The Company Improvements shall become part of the Site, so that at the end of the Term (defined in Section 3.2, below) of the Ground Lease and any renewals thereof, at the option of the County, possession and right-of-use of the Company Improvements shall revert to and inure to the County;

(k) Providing an option for the County to acquire the Company’s interest in the Project and the Ground Lease, prior to the expiration of the Term of the Ground Lease, for a purchase price equal to the fair market value of the Company’s interest therein as agreed by the Parties, and further providing a
mechanism in the event the Parties cannot agree to the fair market value at the
time of exercise of said option by mutual selection of one or more Certified Public
Accountant(s) holding an Accreditation in Business Valuation or similar
credentials; and

(1) Such other terms as may be necessary to accomplish the needs of
the Project and Parties.

1.5. Site Due Diligence.

1.5.1. Title. Prior to Closing, the Company will examine, at its cost, title to the
Site, and will furnish the County with a written statement of any title objections affecting
the marketability of said title which will be subject to the Ground Lease within thirty (30)
days of receipt of the Survey. The County shall have thirty (30) days to redress any such
objections, if the County chooses to so remedy any objections. If the County fails to
satisfy such objections, then, at the option of either the County or the Company,
evidenced by written notice to the other, as its sole and exclusive remedy, either Party
may terminate this Agreement as provided in Section 4.4 or 4.5, below. It shall be a
Closing Condition in favor of the Company that as of the Closing, title to the Site is
subject to no new title objections created following the title examination provided for
herein other than: (1) general utility easements of record which benefit the Site, (2) such
easements, rights, assessments, restrictions, and covenants consistent with the Company’s
use of the Site, (3) any other encumbrances or matters agreed to in writing by the
Company and the County. The costs of all title insurance commitment(s) and resulting
policy(ies) issued in connection with the Project and Ground Lease shall be the
responsibility of the Company.

1.5.2. Survey. The County, within thirty (30) days of the effective date of this
Agreement will provide to the Company, at the County’s expense, a Survey of the Site
and estimated depiction of the Expansion Site in form satisfactory to the Company,
certified to the County, the Company and other entities as directed by the Company (e.g.,
the Company’s lender and title insurance company). Upon receipt of the Survey, the
Company shall provide the County a written statement of material objections, if any, with
respect to the Survey within ten (10) days of receipt of the same, The County shall have
ten (10) days to redress any such objections and if the County fails to satisfy such
objections, then, at the option of either the County or the Company, evidenced by written
notice to the other, as its sole and exclusive remedy, either Party may terminate this
Agreement as provided in Section 4.4 or 4.5, below. The Company’s satisfaction with the
Survey shall be a Closing Condition in favor of the Company.

1.5.3. Environmental Phase I and Site Suitability. The Company may, at its own
expense, cause a Phase I environmental site assessment and such tests, borings, samples,
and examinations to be made upon the Site, and if so conducted, will provide the same to
the County within ten (10) days of the receipt of the same along with a written statement
of the Company’s material objections, if any, with respect to any new matter disclosed in
said reports. The County shall have thirty (30) days to redress any such objections, if the
County chooses to so remedy any objections, and if the County fails to satisfy such
objections, then, at the option of either the County or the Company, evidenced by written
notice to the other, as its sole and exclusive remedy, either Party may terminate this Agreement as provided in Section 4.4 or 4.5, below. The Company's waiver of or satisfaction with a Phase I environmental assessment or other suitability examination of the Site conducted pursuant to this paragraph shall be a Closing Condition in favor of the Company.

1.5.4. Notice to Proceed. At such time as the Company has given its final approval of the Title, Survey, and Environmental Phase I, and Site Suitability, the Company shall provide a written "Notice to Proceed" to the County indicating that its conditions to proceeding to the Closing have been satisfied. If the Company fails to provide the Notice to Proceed within the sooner of sixty (60) days following the provision of the Survey to the Company by the County or December 31, 2014, at the option of the County, evidenced by written notice to the Company, the County may terminate this Agreement as provided in Section 4.4, below.

1.5.5. Access Agreement. At the request of the Company, the County shall provide an access agreement and easement, allowing the Company to enter the Site and commence construction of the Project.

1.5.6. Compliance with Zoning Restrictions. Irrespective of whether the Site or Project would otherwise be subject to zoning ordinances based on the County's ownership of the Site, the Company agrees to comply with applicable zoning ordinances, regulations, and requirements (the "Regulations") in Macon-Bibb County related to the Project, including any of the Regulations as may be applicable to hours of operation of the Project, provided that, the County's may, in its sole discretion, consent to the Company seeking any applicable variances, waivers, or exemptions under the Regulations. The County does not, by virtue of this section or Agreement, voluntarily submit itself to the jurisdiction of the Macon-Bibb County Planning and Zoning Commission relating to the Site, the Project, the LTRA, or otherwise.

1.6. Acquisition, Construction and Installation of the Project.

1.6.1. Utilities. The Company shall be responsible for all charges, fees and agreements for appropriate design, sizing, delivery, installation, hook-up, meters and use of water, sewer, natural gas, and electricity to the boundary of the Project Site, except as provided in Section 2.3 below and Schedule 2.3 attached hereto. The Company shall cause all utilities to be located underground. The Company's ability to acquire governmental approvals or permits to allow for delivery of adequate water, sewer facilities, natural gas or electricity by acceptable providers, or in quantities or at pressures which are acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company.

1.6.2. Permitting or other governmental fees. The Company shall be required to pay any governmental impact fees, land disturbance fees, construction/building permit fees, electric, water, sewer, and natural gas connection fees, or any similar fee necessary to construct and operate the Project on the Site.
1.6.3. **Design.** The design of the Project shall be the responsibility of the Company; provided that any such design, material usage, and layout (as well as the related construction of said Project) shall be subject to approval by the County and shall be consistent with other structures located within the LTRA and in conformance with the Master Plan for Sandy Beach Park and the LTRA. The Company’s design shall provide for sufficient water retention facilities to be constructed on the Site by the Company to meet all requirements related to such retention in the State of Georgia and Macon.

1.6.4. **Construction Generally.** The Company will be responsible for the construction of the Project, which shall be constructed of such durable and first-class building materials as may be desired by the Company and approved by the County. The County will be provided with a copy of construction drawings for review and approval. During the construction and improvement of the Project, the Company’s contractor and/or the Company shall procure and maintain suitable policies of insurance (e.g., liability, workers’ compensation, builder’s risk, etc.) as may be reasonably requested by the County (and, to the extent required by the County, such policy(ies) shall name the County as an additional insured. The Project shall be constructed in a diligent and professional manner consistent with projects of the size, complexity, and character of the Project, and shall otherwise comply with applicable laws, including applicable zoning laws, building codes, environmental laws, and other restrictions. The Company shall cause the portions of the Site upon which construction is occurring to be fenced from other portions of Sandy Beach Park prior to the commencement of construction.

1.6.5. **Indemnity by the Company.** In addition to any other indemnities contained in this Agreement or elsewhere, the Company shall indemnify, hold harmless and defend the County and its officials, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) the Company’s or the Company’s contractor’s entry upon the Site, or from any work performed thereon by such persons; (b) any failure to observe and comply with any applicable local, state or federal statute, ordinance, permit, law or regulation relating to the Project; (c) any damage or destruction of any property (excluding any property damage expressly authorized by this Agreement) or injury or death to any person happening on the Site in connection with the Project; (d) any act or omission by the Company or the Company’s contractor (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Project; or (e) this transaction or operation of the Project. The indemnity contained in this Section 1.6.5 shall not apply to any claim, loss or liability which is the result of the gross negligence or willful misconduct of the indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement, but at Closing may be superseded by the indemnities in other documents, provided that such shall not affect any accrued liabilities under the indemnities contained herein. The Company shall have the sole and exclusive right to defend or settle any such claims, and the County shall provide such assistance in investigating, defending or settling such claims as the Company may reasonably request.

1.6.6. **Financing of Project.** It shall be a Closing Condition in favor of the County that the Company shall have obtained financing, as determined in the reasonable
discretion of the County, so as to allow it to contribute the Total Project Costs required of this Agreement and to construct the Project.

1.6.7. Project Schedule. The Company's schedule for the Project is such that substantial completion of the Project, and the commencement of operations, is projected to occur by June 30, 2015; provided, however, that the Company's obligation to substantially complete the Project by such date is subject to force majeure, and is contingent on strikes, acts of God, weather conditions, inability to secure labor, or other delays wholly beyond the control of the Company. If substantial completion on or before the date prescribed above is prevented by force majeure, then the time for substantial completion shall be delayed to accommodate the same to the extent reasonably necessary.

2. INCENTIVES TO BE PROVIDED.

2.1. Purpose of Incentives. In order to induce the Company to locate the Project in Macon-Bibb County, the following economic inducements will be provided for the Project by the County and other entities, as applicable.

2.2. Reduction in Ground Lease Rent. As an inducement to construct the Project in Macon-Bibb County at LTRA, and in return for the Company's faithful compliance under this Agreement and the Ground Lease, the County has agreed to hold the Rent under the Ground Lease in abeyance for Years 1, 2 and 3 under the Ground Lease, as well as at below-market rental rate for the Site during the Term of the Ground Lease.

2.3. Site Improvements. At its cost, the County will provide the items listed in Schedule 2.3 (each a "Site Improvement"), either by directly carrying out the activity or by providing an allowance for the Company to complete said item by the Company or its contractor(s) receiving direct reimbursement from the County (in such case, a "Site Improvement Allowance"). Whether such an item is provided as a Site Improvement or a Site Improvement Allowance shall be at the County's election. Where the County elects to have the Company perform a Site Improvement in return for the Company's payment of a Site Improvement Allowance, the Company shall require that any such work be separately itemized or contracted for in order to demonstrate that only those costs incurred in relation to the Site Improvement are properly related and part of a Site Improvement described in Schedule 2.3, as determined in the sole discretion of the County. The County consents to the Company including the actual value of the Site Improvements (and/or Site Improvement Allowances, as the case may be) as part of the Company's required equity contribution for any financing of the Project; provided that, the County makes no warranty as to the value or timing of the Site Improvements or Site Improvement Allowances to any third-party.

2.4. Taxation of Site, Leasehold, Improvements and Equipment. It is understood by the Company that it is required to file personal property tax returns for the value of its leasehold interest, if any, and any and all of its personal property and equipment located in Macon-Bibb County and to remit such payments for taxes levied thereon as the same become due. The Company shall execute such appropriate bills of sale or other evidence of completion of the Company Improvements, as they are made from time to time and approved by the County, and such Company Improvements shall become part of the Site leased to the Company under the Ground Lease. The Site, the Company Improvements, and the Site Improvements will remain at
all times the property of the County. There is no option, at any time, for the Company to acquire
the Site or the Project from the County.

2.5. Letters of Support and Cooperative Marketing. The County agrees to provide such
letters, resolutions, and related support of the Project to other entities and agencies as may be
reasonably requested by the Company, including, but not limited to, financial partners, the
Macon-Bibb County Convention and Visitors Bureau, and the Georgia Department of Economic
Development. The County and the Company agree to cooperatively market the Project and the
LTRA in printed materials, websites, and events; neither Party is required to expend any certain
sums in furtherance of said efforts, though such cooperation is a material inducement to the
Project’s location in and support of Macon-Bibb County.

3. INVESTMENT AND PROJECT GOALS.

3.1. Inducement. The Company agrees to locate the Project at the Site, provided, that
nothing herein contained shall obligate the Company to make any particular level of investment
(other than the minimum investment required to complete and operate the Project), create any
particular level of jobs, or generate any specific level of attendance. The Company’s agreement
to locate the Project at the Site is based, in part, on the incentives being provided by the County
in connection with this Agreement. Such incentives are being provided to induce the Company to
locate the Project at the Site, with attendant job creation, investment on the part of the Company,
increase in parking and attendance revenues at the LTRA, and recreational facilities for the
citizens of Macon-Bibb County, all of which constitutes valuable and non-cash consideration to
the County, the citizens of the County, and the State. The Parties acknowledge that the incentives
provided for in this Agreement serve a public purpose through the job creation, investment and
revenue generation, and recreation facilities represented by the Project.

3.2. Term. The term of this Agreement shall be concurrent with the Ground Lease and
through and until June 30, 2035, plus any valid renewals (the “Term”), unless otherwise
specifically superseded by the Ground Lease.

3.3. Total Project Costs: Continued Operations. For purposes of this Agreement, the
Company shall have a goal of its having invested in the Project no less than $2,700,000 by no
later than the second Anniversary Date of the Ground Lease. In the event that the Company fails
to inject the minimum level of Total Project Costs and to open the Project for operations to the
public by the second Anniversary Date of the Ground Lease, at the option of either the County or
the Company, evidenced by written notice to the other, as its sole and exclusive remedy, either
Party may terminate this Agreement as provided in Section 4.4 or 4.5, below, and/or the Ground
Lease, pursuant to its terms. Though seasonal closure of the Project in part is anticipated, failure
to operate the Project for any consecutive period of greater than nine (9) months following the
first Anniversary Date of the Ground Lease, or failure of the Company to inject the minimum
Total Project Costs by the second Anniversary Date of the Ground Lease, shall allow the County,
with proper notice, to terminate the Ground Lease and this Agreement pursuant to Section 4.4 of
this Agreement.

3.4. Annual Report. In recognition of the incentives provided in this Agreement and
stewardship required for the County’s expenditure of public funds, commencing on
September 30, 2015, and no later than September 30th of each year thereafter during the Term of
the Ground Lease, the Company shall provide to the County an annual report (the "Annual Report") from the year of the Ground Lease ending with the most recent of the Anniversary Date, in a form substantially similar to that set forth in Schedule 3.4 to this Agreement, for the County to verify that the Company during the prior year operated the Project in compliance with this Agreement and the Ground Lease and remitted the appropriate Rent. The Annual Report will set forth employment levels, guest attendance, investment, Gross Revenues from the Project, and days of operation of the Project on the Site for the year.

3.4.1. Inspection Rights. No more often than once per year, the County and its agents, at the County's sole expense, shall be permitted to inspect employment, attendance, revenues, and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice; provided that the County shall not be liable or otherwise responsible for costs incurred by the Company or its agents resulting from the reasonable inspection activities of the County or its agents, and the Company and its agents shall fully cooperate with any such reasonable inspection activities without charge or other cost of any kind to the County or its agents. The Company may reasonably redact such records to protect the confidentiality of the Company, its employees or its customers.

3.4.2. Rent Reconciliation Calculation. Upon receipt of an Annual Report and any inspection authorized hereunder, the County shall calculate the Rent due under the Ground Lease for the previous year ending June 30th (the "Reconciliation Calculation"). To the extent that the Rent Reconciliation Calculation results in underpayment by the Company under the Ground Lease, the Company shall pay to the County within thirty (30) days’ notice of the Reconciliation Calculation all sums due the County; to the extent that the Reconciliation Calculation results in overpayment of Rent under the Ground Lease, such overpayment shall act as a set-off of Rent for upcoming months, provided that the Rent shall never be less than $1.00 for any month.

3.4.3. Independent Review of Rent Calculation. If the Company disagrees with the Rent Reconciliation Calculation, at the Company's election, the Company may retain the services of an independent Certified Public Accountant (the "Independent CPA") to examine the same and its records. Such Independent CPA shall be selected by the Company, subject to the approval of the County, which approval shall not be unreasonably withheld, and the Company shall be responsible for the payment of the costs of the Independent CPA. Upon the rendering of the written report of the Independent CPA, the County and the Company agree to abide by the decision of the same relating to the Rent Reconciliation Calculation for the year of the Ground Lease under review.

3.5. Failure to File Report or Pay Rent. If the Company fails to file an Annual Report or pay any Rent when due, and the Company fails to cure such failure to pay within thirty (30) days following written notice from the County, then the County shall be entitled to terminate this Agreement and/or the Ground Lease. If there has been a failure which is not cured within thirty (30) days following written notice from the County that it be cured, the County shall be entitled to enforce its rights under this Section 3 and the Company shall indemnify the County for all costs of enforcement, including any court costs and reasonable and actual attorneys’ fees and court costs.
4. TERMINATION OF AGREEMENT.

4.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed on or before December 31, 2014, or the Closing has not occurred by February 28, 2015, then the County or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

4.2. Approval by Governing Bodies; Further Authorizations. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into this Agreement. Upon its approval and execution of this Agreement, the County specifically authorizes the Mayor and Clerk to execute such further agreements, certificates, and/or instruments as may be required, in the discretion of the Mayor, in order to give effect to this Agreement, including but not limited to the Ground Lease and related documents at Closing.

4.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

4.3.1. The other Party is in breach of this Agreement, and after such notice as may be herein required, fails to properly cure said breach.

4.3.2. There has been commenced or threatened against the County or the Company, or any affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters.

4.4. County’s Termination Rights. The County shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the County shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Parties if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the County has not been satisfied. If the County does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

4.5. The Company’s Termination Rights. The Company shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the County; pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Parties if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or...
by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

4.6. **Effect of Termination.** If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires by failure to consummate a Closing by the date referenced in Section 4.1, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party.

5. **MISCELLANEOUS.**

5.1. **Notices.** Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to the County: Macon-Bibb County  
700 Poplar Street  
Macon, Georgia 31201  
Attn: Mayor Robert A. B. Reichert

with a copy to: Macon-Bibb County Attorney’s Office  
700 Poplar Street  
Macon, Georgia 31201  
Attn: County Attorney Judd Drake

and with a copy to: Seyfarth Shaw LLP  
1075 Peachtree Street, N.E., Suite 2500  
Atlanta, Georgia 30309  
Attn: Kevin T. Brown

If to the Company: Spirit of America Theme Park and Development, LLC  
4671 Amberwood Trail  
Marietta, Georgia 30062  
Attn: Jeff C. Franklin

with a copy to: Joseph Pelt, III, Attorney at Law  
1827 Powers Ferry Road, Building 5  
Atlanta, Georgia 30339  
Attn: Joe Pelt, III

5.2. **Confidential Information.** All confidential information acquired by the County relating to the Company shall be held in confidence by the County, subject to the County’s legal obligation as a public body, including, without limitation O.C.G.A. § 15-18-70, *et seq.* and § 50-14-1, *et seq.* This confidentiality requirement shall survive termination or expiration of this Agreement. The Company and its advisors shall, prior to the execution and delivery hereof, treat
the contents of this Agreement and project plans related thereto as confidential, and, without limitation, shall not disclose such contents to the public or competing communities or states.

5.3. **No Partnership or Agency.** No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

5.4. **Survival of MOU.** This Agreement shall survive the effectiveness and expiration or termination of the Closing, but may be superseded in whole or in part by the documents at Closing if they so expressly so provide.

5.5. **Governing Law, Jurisdiction and Venue.** The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State’s conflicts of law rules. THE COMPANY FURTHER AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE PROJECT SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF MACON-BIBB COUNTY, GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE MIDDLE DISTRICT OF GEORGIA, AND THE COMPANY AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF BOTH SAID COURTS, AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. THE COMPANY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR THE COUNTY HAS ANY EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT EXCEPT THOSE SPECIFIED HEREINABOVE, AND THE COMPANY COVENANTS AND AGREES THAT IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT OTHER THAN AS EXPRESSLY AUTHORIZED HEREBIN, AND THAT THIS PARAGRAPH SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED BY OR ON BEHALF OF THE COMPANY IN ANY OTHER COURT.

5.6. **Amendments.** Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto.

5.7. **Entire Agreement.** This Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and shall continue in full force and effect until Closing.

5.8. **Counterparts; Facsimile.** This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be “written” and a “writing” for all purposes, and shall otherwise constitute an original document binding upon the transmitting party.

5.9. **No Personal Liability of Representatives of Public Bodies.** No official, member, director, officer, agent, or employee of the County shall have any personal liability under or
relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

5.10. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company or its Affiliates shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

5.11. Limitation on Liability. Notwithstanding anything contained in this Agreement or any other documents or instruments executed in connection herewith, it is understood and agreed that in no event (except for the intentional and willful bad faith actions of either Party) shall the Company or the County be able to claim or otherwise seek consequential, punitive or lost business damages as a result of any breach or action (or failure to act) by the other Party (or its officers, members, agents or representatives) in connection with this Agreement, the Project or any other related matter, and the right of the Company and the County to seek the same is hereby expressly waived and forever relinquished.

[SIGNATURES BEGIN ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following effective date: October 9, 2014.

The "County":

MACON-BIBB COUNTY

By: [Signature]
Robert A. B. Reichert, Mayor

ATTEST:

[Signature]
County Clerk

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
The "Company":

SPIRIT OF AMERICA THEME PARK AND DEVELOPMENT, LLC

By: ____________________________

Name: [Signature]

Title: [Title]
SCHEDULE 1.1

DESCRIPTION OF THE PROJECT

A 1000+ daily visitor capacity water theme park, including the following minimum elements:

1. Themed main entrance that contains ticketing booths, offices, concessions and restrooms.
2. Kids/toddler splash area
3. Lazy river
4. Multipurpose year round pool
5. Wave pool
6. Mat Racer (30 feet high)
7. Two serpentine slides of 250 foot length or greater
8. Pavilions
9. Sandy beach inside Lazy River loop
10. Volley ball court in beach area
11. Tiki themed concessions on beach inside Lazy River
12. Mobile sound stage
13. Landscaping and theming
SCHEDULE 1.4

DESCRIPTION OF THE SITE

[Site as depicted approximately in orange outline]
SCHEDULE 2.3

SITE IMPROVEMENTS/SITE IMPROVEMENT ALLOWANCES

The County shall provide the following items (or, at the County's election and after notice to the Company as to its election, provide payment therefore through an allowance payable as reimbursement to Company or its contractor) as set forth in Section 2.3 up to but not to exceed the maximum amounts reflected by each numbered item:

1. Overlay and re-stripe existing entrance drives $31,000
2. Landscaping, beautification of front entrance to Sandy Beach $40,000
3. Directional signage (GDOT approved) to Project from I-475, Thomaston Road, Moseley Dixon Road and within Sandy Beach $5,000
4. Water Line to Project Site Boundary Line and installation of Meter $19,000
5. Sanitary Sewer Line to Project Site Boundary Line $62,000
6. Electrical Service to the Project Site Boundary Line $20,000
7. Engineering and professional fees for Site Improvements $11,000
8. Preparation of "green" parking area adjacent to Site on Expansion Site (e.g. - defined graded area, crush and run gravel) $60,000

Total $248,000
SCHEDULE 3.4
FORM OF ANNUAL REPORT

September 30, 20__

Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201
Attn: Mayor Robert A. B. Reichert

Re: 20__ ANNUAL REPORT - Ground Lease Agreement between Macon-Bibb County (the “County”) and Spirit of America Theme Park and Development, LLC (the “Company”) for the Waterpark (the “Project”) at Sandy Beach Park, Lake Tohoesofkee Recreation Area (“LTRA”) dated __________, 2014 (the “Ground Lease”).

Dear Mayor Reichert:

This letter shall serve as the 20__ Anniversary Date Annual Report, as required under the Ground Lease.

1. Jobs. As of June 30, 20__, the total number of jobs located at the Project, based on the monthly average number of jobs, was ___ full-time jobs and ___ part-time jobs. We have enclosed __________ to demonstrate such job creation and retention.

2. Guest Attendance. As of June 30, 20__, the total guest attendance at the Project was __________. We have enclosed __________ to demonstrate such attendance.

3. Investment. As of June 30, 20__, the Total Project Costs invested in Macon-Bibb County at LTRA was __________. We have enclosed __________ to demonstrate such investment.

4. Gross Revenues and Rent. As of June 30, 20__, the Gross Revenues generated from the Project were __________ and the Rent payable and paid to the County since the prior Anniversary Date is $__________. We have enclosed __________ to demonstrate such Gross Revenues and Rent payment.

Please do not hesitate to let us know if you require any additional information.

Sincerely,

Enclosures
EXHIBIT B

Correspondence from Jeff Franklin and Spirit of America Theme Park and Development, LLC
May 12, 2015

Mayor Robert A.D. Reichert
Macon-Bibb County
700 Poplar Street
Macon, Georgia 31201

Dear Mayor Reichert:

As you are aware, construction of the Sandy Beach Water Park is well-underway in spite of the rainy spring we have experienced in middle Georgia. I remain 100 percent committed to this project and look forward to the grand opening. This project represents a substantial capital investment ($2.6 million) and an opportunity for new and exciting recreational opportunities.

After lengthy discussion with my general contractor and The Bank of Perry, I realize in order to have a successful project that opens this year (by June 30, 2015), adjustments to the project scope will be necessary. The purpose of this letter is to outline the requested amendments to the project and project agreements, most of which are found in Section 1.1. of the Memorandum of Understanding (MOU) between Macon-Bibb County and Spirit of America Theme Park and Development. Your favorable consideration is appreciated.

Proposed to be deferred until after first season (2015)
- I am requesting delay of the construction of the themed main entrance until after the first season. To accomplish this, The Bank of Perry will escrow funds for the construction of permanent entry building to be constructed after the first season. (MOU)

Proposed to be deferred until after second season (2016)
- Section 1.2 of the Ground Lease outlines the agreement to construct permanent concrete block structures around the pump equipment. For opening, the pump equipment will be positioned on concrete slabs with privacy fences and I am requesting that the permanent structures be deferred until after the second season.
- I would also like to propose the use of temporary shade structures in place of pavilions. These will be put up and taken down each day. Permanent pavilions would then be constructed at the end of the second season.

Proposed to be deferred until after second complete season (2017)
There are two items which I am requesting be delayed until 2017 which would allow the park to be open and operational for two complete seasons. These are the following:
- Third slide of West Wind White Water raft slide
- Wave Pool
Proposed to be deferred until year 5
Construction of permanent bathrooms and shower rooms
The vision for the lap pool is that it would be covered with a dome to allow for year-round usage. I am requesting the construction of dome for lap pool be deferred until year five.

Proposed to be removed completely from the project
Due to safety concerns, I am requesting that the volley ball court be removed completely from the beach area and project.

Lastly, I am requesting that Macon-Bibb County consider an additional investment in the park to include the construction of the roundabout (asphalt-curbs-gutter), entrance to park with sidewalks and fencing. In consideration for these items, the agreements could be further amended to allow Macon-Bibb County to recapture their expenses.

In closing, please be assured that I am fully committed to the completion of the project and providing an outstanding new recreational asset to the residents of middle Georgia. I am confident that we will have a showplace that both Macon-Bibb County and I can be proud of. If you have any questions or need additional information about any of these items, please don’t hesitate to contact me at (770) 310-8767 or jeff.soaentertainment@gmail.com.

Sincerely,

Jeff Franklin
Spirit of America Theme Park and Development, LLC
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GEORGIA DEPARTMENT OF CORRECTIONS FOR USE OF INMATE LABOR ON PUBLIC WORKS PROJECTS IN THE AMOUNT OF $118,500.00; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 42-5-60(e) authorizes the Georgia Department of Corrections to require inmates coming into its custody to labor on the public roads or public works or in such other manner as the Department may deem advisable; and

WHEREAS, in addition, the Georgia Department of Corrections may also contract with municipalities, cities, counties, the Georgia Department of Transportation, or any other political subdivision, public authority, public corporation, or agency of the state or local government for the construction, repair, or maintenance of roads, bridges, public buildings, and any other public works by use of penal labor; and

WHEREAS, Macon-Bibb County desires to enter into an agreement with the Georgia Department of Corrections for use of three (3) inmate staffed worked details for use on such public works projects; and

WHEREAS, in consideration for the use of three (3) inmate staffed worked details for a period of one (1) year from July 1, 2015 to June 30, 2016, Macon-Bibb County agrees to pay the Georgia Department of Corrections the sum of one hundred eighteen thousand five hundred dollars ($118,500.00) for the one (1) year term; and

WHEREAS, the payment rendered to the Georgia Department of Corrections is based on the salary and benefit compensation provided for the use of one (1) correctional officer to oversee each inmate staffed worked detail at a rate of thirty-nine thousand five hundred dollars ($39,500.00) per detail; and

WHEREAS, in addition, Macon-Bibb County agrees to provide any overtime pay that be required due to the correctional officer assigned to each inmate staffed detail; and

WHEREAS, each inmate staffed work detail will be provided four (4) days a week for up to ten (10) hours per day, with the exception of federal and state holiday and up to fifteen (15) additional days due to annual leave, sick leave, training days, inclement weather, and facility emergencies; and

WHEREAS, a copy of the proposed agreement has been attached hereto as Exhibit A for review and reference purposes; and
WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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 the Mayor to execute any documents necessary and to take all further actions necessary to execute an agreement with the Georgia Department of Corrections for use of inmate labor on public works projects in the amount of one hundred eighteen thousand five hundred dollars ($118,500.00) for the one (1) year term from July 1, 2015 to June 30, 2016 in substantially the same form as attached hereto as Exhibit A.

APPROVED AND ADOPTED this _____ day of ______________, 2015.

By: __________________________________________________________________________
ROBERT A.B. REICHERT, Mayor

Attest: _______________________________________________________________________
JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Proposed Agreement with the Georgia Department of Corrections for Inmate Staffed Work Details
May 8, 2015

Macon-Bibb Board of Commissioners
4520 Knight Road
Macon, GA 31220
Attn: April Rogers

Dear Ms. Rogers:

Enclosed is the Inmate Work Detail Contract for FY16. Please review and sign the contract and return to the above address attention business office.

If additional assistance is needed please call Mrs. McGriff at 478-627-2026.

Sincerely,

Debra McGriff
Business Manager
ATTACHMENT 10.1

WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2015, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Macon-Bibb County Commission, a department, agency or political subdivision of the State of Georgia (“Governmental Entity”),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Dooley State Prison facility (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2015 until 11:59 p.m. on June 30, 2016 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. Department agrees to provide Governmental Entity with three (3) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

3. Prohibited Contact And Dealings With Offenders.

   A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.

   B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.

   C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no
contact with any student of Governmental Entity's school system.

D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

5. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

6. Compensation. Governmental Entity agrees to pay Department the sum of One Hundred Eighteen Thousand Five Hundred Dollars ($118,500.00) per year, calculated at Thirty Nine Thousand Five Hundred Dollars ($39,500.00) per detail for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer’s hourly rate. Work Detail will be provided four (4) days per week, for up to ten (10) hours each day for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender...
disturbances and medical quarantine (collectively “Off Days”). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents ($189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department’s monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon sever. (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

   If to Governmental Entity: Macon-Bibb County  
   Attn: Mayor  
   P.O. Box 247  
   Macon, GA 31202-0247

   If to Department:  
   Robert E. Jones  
   General Counsel  
   Georgia Department of Corrections  
   State Office South, Gibson Hall, 3rd Floor  
   P.O. Box 1529  
   Forsyth, GA 31029

   With a copy to:  
   Dooly State Prison  
   Warden  
   P.O. Box 750  
   Unadilla, GA 31091

9. **Sole Benefit.** Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

10. **Amendment.** The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
11. **Drug-Free Workplace Act.** Governmental Entity hereby certifies that:

A. A drug-free workplace will be provided for Governmental Entity's employees during the performance of this Agreement as required by "Drug-Free Workplace Act," O.C.G.A. § 50-24-1, et seq.; and,

B. Governmental Entity will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Governmental Entity's Name), (Subcontractor’s Name) certifies to Governmental Entity that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

C. Governmental Entity may be suspended, terminated, or debarred if it is determined that:
   1) Governmental Entity has made false certification heretofore; or
   2) Governmental Entity has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act."

12. **Governing Law.** This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:  
By: ________________
   Robert E. Jones
   General Counsel

GOVERNMENTAL ENTITY:
By: ________________
Print Name: ________________
Title: __________________

FACILITY WARDEN/SUPERINTENDENT
By: ________________
Print Name: ________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO GRANT AN ENCROACHMENT TOTALING 2,940 SQUARE FEET FOR PROPERTY LOCATED AT 978 ELM STREET TO HISTORIC HILLS AND HEIGHTS DEVELOPMENT FOR THE FAIR MARKET VALUE OF $3,675.00; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the right-of-way along Elm Street in Macon, Georgia; and

WHEREAS, pursuant to Section 24, Article VI of the Macon-Bibb County Code of Ordinances, Macon-Bibb County has the authority to grant encroachments to property owners; and

WHEREAS, Historic Hills and Heights Development is a collaboration agreement between Historic Macon and College Hill Alliance with a stated mission of revitalizing neighborhoods and preserving historic structures in such neighborhoods; and

WHEREAS, Historic Hills and Heights Development owns the property located at 978 Elm Street and acquired said property in May of 2012; and

WHEREAS, said property currently has a structure erected that is partially located on Macon-Bibb County owned right-of-way; and

WHEREAS, said structure was built during the early 1900’s and has been encroaching on Macon-Bibb County owned right-of-way since that time; and

WHEREAS, in order to preserve and renovate this structure, Historic Hills and Heights Development has requested to purchase an encroachment from Macon-Bibb County; and

WHEREAS, in addition, Historic Hills and Heights Development has purchased several parcels in this area and is currently working on revitalizing the surrounding neighborhood; and

WHEREAS, Historic Hills and Heights Development has submitted all appropriate documentation and fees required pursuant Section 24, Article VI of the Macon-Bibb County Code of Ordinances for this encroachment request to be considered by the Macon-Bibb County Board of Commissioners; and

WHEREAS, the Macon-Bibb County Tax Assessor’s Office has provided an appraisal of the property and has valued the property at one dollar and twenty-five cents ($1.25) per square foot; and

WHEREAS, the requested encroachment will total two thousand nine hundred forty (2,940) square feet, and the sale price has been calculated to be three thousand six hundred
seventy-five dollars ($3,675.00); and

WHEREAS, a plat showing the area, as well as a legal description of the encroachment, has been attached hereto as Exhibit A for referenced purposes; and

WHEREAS, Historic Hills and Heights Development has agreed to purchase this encroachment at the listed fair market value price; and

WHEREAS, the sale of this encroachment will not affect the operations of Macon-Bibb County, and will allow this property to be returned to the tax digest for ad valorem taxes to be collected on said property; 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 the Mayor to grant an encroachment into Macon-Bibb County right-of-way totaling 2,940 square feet located at 978 Elm Street, as detailed and shown in Exhibit A, to Historic Hills and Heights Development for the fair market value price of three thousand six hundred seventy-five dollars ($3,675.00); 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 the Macon-Bibb County Commissioner authorizes the Mayor to execute any all documents necessary to accomplish this transaction.

APPROVED AND ADOPTED this ____ day of ______________, 2015.

By: ______________________________
    ROBERT A.B. REICHERT, Mayor

                    ______________________________
        Attest:                JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

978 Elm Street

Plat and Legal Description for
Encroachment
Calhoun Street Encroachment
As Petitioned for by the Historic Macon Foundation

All that tract or parcel of land lying and being a portion of the right-of-way of Calhoun Street, adjacent to Lot 8, Square 41, Southwest Commons, known as 978 Elm Street, Macon, Bibb County, Georgia and being more particularly described as follows:

Beginning at the point marking the intersection of the southwest line of Elm Street with the northeast line of Calhoun Street, running thence S34°59'34"W a distance of 105.00 feet to a point, running thence N55°06'51"W into the right-of-way of Calhoun Street a distance of 28.00 feet to a point, running thence N34°59'34"E a distance of 105.00 feet to a point, running thence S55°06'51"E a distance of 28.00 feet to the Point of Beginning.

Tract described herein represents an encroachment into the right-of-way of Calhoun Street of 28.00 feet by 105.00 feet adjacent to said Lot 8, and contains 2,940 square feet. It is more particularly shown on a plat by Carl Levi, Land Surveyor, said plat dated March 18, 2015 and attached herein as Exhibit “A”.

Page 6 of 6

WHEREAS, the Macon Area Transportation Study (hereinafter "MATS") is an ongoing, continuous, comprehensive, urban transportation planning study and has been a collaborative project of officials from Macon-Bibb County, Payne City, Jones County, Monroe County, the Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional Commission, the Macon-Bibb County Transit Authority, and the Georgia Department of Transportation; and

WHEREAS, MATS is dedicated to updating, revising, and creating a fiscally feasible transportation system that integrates thoroughfare development, public mass transportation, airport facilities, rail systems, multi-modal facilities, bicycle and pedestrian facilities, and transportation enhancements in the greater Macon, Georgia area; and

WHEREAS, on or about March 27, 2015, the Georgia General Assembly passed and adopted, and the Governor of the State of Georgia signed, House Bill 575 which repeals the charter for Payne City and abolishes Payne City as an incorporated municipality; and

WHEREAS, the area formerly known as Payne City will now be incorporated into Macon-Bibb County and thus will come under the jurisdiction of the governing entities of Macon-Bibb County; and

WHEREAS, as such, the previous Memorandum of Understanding that was agreed upon by all involved parties now needs to be updated to remove the obligations of the entity formerly known as Payne City; and

WHEREAS, as such, an updated copy of the Memorandum of Understanding completing this task has been attached hereto as Exhibit A and explains the obligations and responsibilities of the parties involved regarding MATS; and
WHEREAS, this resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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 the Mayor to execute any documents necessary and to take all further actions necessary to execute an a multi-party agreement with Jones County, Monroe County, the Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional Commission, the Macon-Bibb County Transit Authority, and the Georgia Department of Transportation for the continued development of the Macon Area Transpiration Study in substantially the same form as attached hereto as Exhibit A.

APPROVED AND ADOPTED this ____ day of ________________, 2015.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

JEAN S. HOWARD, Clerk of Commission
EXHIBIT A

Updated Memorandum of Understanding
For Macon Area Transportation Study
METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING

FOR THE

MACON AREA TRANSPORTATION STUDY

BETWEEN

The Macon-Bibb County Consolidated Government, the County of Jones, the County of Monroe, the Macon-Bibb County Planning and Zoning Commission, the Middle Georgia Regional Commission (RC), the MTA (Macon-Bibb County Transit Authority), and the Georgia Department of Transportation in cooperation with the U.S. Department of Transportation,

RELATIVE TO

The continuing, comprehensive, cooperative urban transportation planning process known as the "Macon Area Transportation Study" (MATS).

I. IT IS THE INTENTION OF THE PARTIES:

That the Macon Area Transportation Study is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process to meet the requirements as defined in Code of Federal Register Part 450 that results in plans and programs consistent with comprehensively planned development of the urbanized area.

2. Prepare an annual unified work program for each fiscal year that provides work elements that describe the work to be done in that fiscal year, funding allocations by work elements, and sources of funding.

3. Update and revise the 25 Year Long Range Transportation Plan, to create a fiscally feasible transportation system that integrates thoroughfare development, public mass transportation, airport facilities, rail systems, multi-modal facilities, bicycle and pedestrian facilities and transportation
enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, and energy conservation plans, goals and objectives.

4. Prepare a four-year Transportation Improvement Program for projects that have been funded and that are in the Long Range Transportation Plan.

5. Create a functional relationship between transportation planning and development within the MPO area.

6. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically.

7. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning Process. This will include a Participation/Involvement Plan to obtain public input from all segments of the community.

8. Be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.

II. **IT IS FURTHER INTENDED**, that the areas of responsibility of the aforementioned counties, municipalities, and government agencies shall lie within the Metropolitan Area Boundary established by the Policy Committee as the Macon Area Transportation Study. This area includes all of Bibb County including a portion of Jones County, and a portion of Monroe County. The Metropolitan Area Boundary will be reviewed as the Urbanized Area Boundary changes over time as defined by the US Census Bureau.

III. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) for the Macon Area Transportation Study (MATS) as designated by the Governor of Georgia is the Macon-Bibb County Planning and Zoning Commission. The Macon-Bibb County Planning and Zoning Commission shall have the primary responsibility for carrying out the urban transportation planning process and of developing the
Unified Planning Work Programs, the Long Range Transportation Plan, the Transportation Improvement Program, and a Participation/Involvement Plan at the direction of the Macon Area Transportation Study Policy Committee.

IV. **IT IS FURTHER INTENDED**, that the Macon Area Transportation Study (MATS) shall be coordinated by a project director who shall be the Executive Director of the Macon-Bibb County Planning and Zoning Commission or his designee and the staff of said agency shall serve, as staff to the MATS program and process. Additional staff resources may be provided, upon request, from the Technical Coordinating Committee (TCC) membership and existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the MATS Policy Committee.

V. **IT IS FURTHER INTENDED**, that the Macon Area Transportation Study (MATS) Policy Committee shall continue to function to adopt appropriate goals, Participation/Involvement Plan, Unified Planning Work Programs, and Long Range Transportation Plans; and to establish the need, form, and direction of future transportation improvements in the Macon Area Transportation Study area. The MATS Policy Committee shall be the forum for cooperative decision-making by principal elected and appointed officials of general purpose local government and transportation providers. The individuals representing the government jurisdictions involved in the MATS planning process and other involved agencies shall comprise the Macon Area Transportation Study Policy Committee. The membership shall be enumerated in the MATS Bylaws adopted by the MATS Policy Committee. The MATS Policy Committee is the final authority in the matters of policy and plan adoption for the Macon Area Transportation Study.

VI. **IT IS FURTHER INTENDED**, that the committee known as the Macon Area Transportation Study (MATS) Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all operating departments, advisory agencies, and transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The MATS Technical Coordinating Committee
shall provide technical expertise, determine the technical sufficiency of all MATS reports, and make recommendations to the MATS Policy Committee for their consideration before the MATS Policy Committee officially adopts plans, programs, and policies for the Macon Area Transportation Study. The membership shall be enumerated in the MATS Bylaws for the Technical Coordinating Committee adopted by the MATS Policy Committee.

VII. **IT IS FURTHER INTENDED**, that the Macon Area Transportation Study (MATS) Citizens Advisory Committee (CAC) shall continue to function as a tool to help provide public participation and involvement input into the transportation planning process. The Citizens Advisory Committee shall be as representative as possible of all segments of the community. The CAC shall keep the Policy Committee and the Technical Coordinating Committee informed of the various perspectives within the community. The CAC in its advisory capacity functions at the direction of the MATS Policy Committee. The membership and the method of appointing the membership shall be enumerated in the MATS Bylaws for the Citizens Advisory Committee adopted by the Policy Committee.

VIII. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the bylaws adopted for each committee by the MATS Policy Committee.

IX. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT), only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.

2. Update and maintain travel simulation models for use in evaluating the metropolitan area’s transportation needs. Said models shall be the "official" MATS models. GDOT shall also provide the expertise and computer software for the above mentioned tasks.
3. Make periodic reviews and evaluations of projected transportation needs; and revisions, when necessary, of the Long Range Transportation Plan.


5. Provide the local agencies with current information concerning the status of planning implementation of the MATS 25 Year Long Range Transportation Plan and four year Transportation Improvement Program.

6. Provide Air Quality Modeling and Analysis for the updates of the Long Range Transportation Plan including the Conformity Determination Report to MATS in cooperation with the Georgia Environmental Protection Agency, the US Environmental Protection Agency, and the Federal Highway Administration.

7. Coordinate with and assist MATS in addressing changes in Federal transportation planning and Air Quality legislation requirements.

8. Incorporate, without modification, the adopted MATS Transportation Improvement Program into the State Transportation Improvement Program (STIP); and coordinate with the MATS Long Range Transportation Plan in the development of the Statewide Transportation Improvement Program.

9. Annually certify, concurrently with the Macon Area Transportation Study, to the Federal Highway Administration (FHWA) and to the Federal Transit Administration (FTA) that the Macon Area Transportation Study’s planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

10. Provide various types of traffic count data.

11. Provide applicable transit, rail, and aviation data.
12. GDOT in cooperation with MATS will coordinate with all participating parties an understanding of the development and amendment process for the Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program (STIP).

13. Provide other assistance as mutually agreed upon.

X. **IT IS FURTHER INTENDED**, that the Macon-Bibb County Planning and Zoning Commission, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the administration of MATS to include the following:

1. Prepare planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for projects in the MATS 25 Year Long Range Transportation Plan.

2. Update and maintain maps showing existing and proposed land use, and evaluate changes in land uses and developing land use patterns for the future land use plan. This will be based on employment, housing, and population projections developed by MATS in cooperation with the Georgia Department of Transportation.

3. Review zoning and subdivision requests in accordance with the MATS Long Range Transportation Plan and Comprehensive Plan.

4. Provide community development plans as may relate to transportation needs.

5. Develop and maintain base and projected population, housing, employment, economic, vehicle and land use data by traffic zone and supply information as requested concerning special generators.

6. Make recommendations for revisions of the MATS 25 Year Long Range Transportation Plan to conform to planning goals, objectives, policies, or developments.

7. Periodically review traffic zone boundaries and make appropriate recommendations to the MATS Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.

8. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
9. Prepare and publish as necessary, a fiscally constrained 25 Year Long Range Transportation Plan that leads to the development of an integrated multi-modal system that facilitates the efficient movement of people and goods. The Long Range Transportation Plan including the Conformity Determination Report shall be reviewed and updated every four years to meet Federal Air Quality requirements. This will be done in cooperation with the Georgia Department of Transportation, Federal Highway Administration, the Georgia Environmental Protection Division, and US Environmental Protection Division.

10. Prepare and maintain a financially balanced four year Transportation Improvement Program (TIP) which will be updated annually.

11. Prepare an annual Unified Planning Work Program to document planning activities to be performed in the next fiscal year, in sufficient detail to indicate who will perform the work, the schedule for completion and the products that it will produce.

12. Prepare quarterly reports and an annual performance report for the comparison of established goals in the Unified Planning Work Program and completed work elements for both FHWA and FTA programs.

13. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities.

14. Prepare and publish as necessary a Participation/Involvement Plan for the adoption by the MATS Policy Committee which documents how MATS will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and the Transportation Improvement Programs (TIPs); and meets the criteria specified in 23 Code of Federal Register Part 450.
15. Annually certify, concurrently with the Georgia Department of Transportation, to the FHWA and the FTA that the MATS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

16. Continue to coordinate the Macon Area Transportation Study with the Middle Georgia Regional Commission.

XI. **IT IS FURTHER INTENDED**, that the Macon-Bibb County Consolidated Government within its official jurisdiction, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following:

1. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to MATS for analysis and reports.

2. Maintain a list of locally funded transportation projects in the local capital improvements program to establish priorities for funding of construction projects in cooperation with the Georgia Department of Transportation.

3. Aid MATS in developing planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for the MATS 25 Year Long Range Transportation Plan.

4. Be responsible for the cooperation with the Macon-Bibb County Planning and Zoning Commission insofar as its authority extends.

5. Coordinate with the MTA (Macon-Bibb County Transit Authority) where applicable.

XII. **IT IS FURTHER INTENDED**, that the County of Jones within its official jurisdiction, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following:

1. Allowing and assisting the staff of the MATS or the Middle Georgia Regional Commission to gather planning, building and land use information as it becomes necessary in order to update the plan for the study area.
2. Review zoning and subdivision requests in accordance with the MATS Transportation and Land Use Plans.

3. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.

4. Aid MATS in developing planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for the MATS 25 Year Long Range Transportation Plan.

5. Prepare and maintain a Capital Improvements Program to establish priorities for funding of construction projects in cooperation with the Georgia Department of Transportation.

6. Responsible for the cooperation of the Macon-Bibb County Planning and Zoning Commission insofar as its authority extends as it relates to MATS.

7. Coordinate with the MTA (Macon-Bibb County Transit Authority) where applicable.

XIII. IT IS FURTHER INTENDED, that the County of Monroe within its official jurisdiction, only to the extent that it may be bound by contracts which may hereafter be entered into, be responsible for the following:

1. Allowing and assisting the staff of the MATS or the Middle Georgia Regional Commission to gather planning, building and land use information as it becomes necessary in order to update the plan for the study area.

2. Review zoning and subdivision requests in accordance with the MATS Transportation and Land Use Plans.

3. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.

4. Aid MATS in developing planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for the MATS 25 Year Long Range Transportation Plan.
5. Prepare and maintain a Capital Improvements Program to establish priorities for funding of construction projects in cooperation with the Georgia Department of Transportation.

6. Responsible for the cooperation of the Macon-Bibb County Planning and Zoning Commission insofar as its authority extends as it relates to MATS.

7. Coordinate with the MTA (Macon-Bibb County Transit Authority) where applicable.

XIV. IT IS FURTHER INTENDED, that the MTA (Macon-Bibb County Transit Authority), only to the extent that it may be bound by contracts which may hereafter be entered into, will:

1. Provide instructions and directions to the Macon-Bibb County Planning and Zoning Commission as to studies and plans to be conducted on its behalf by the Macon-Bibb County Planning and Zoning Commission, including, but not limited to, corridor and sub-area studies when necessary.

2. Make available to the Macon-Bibb County Planning and Zoning Commission any records, documents or information necessary to accomplish the MTA’s (Macon-Bibb County Transit Authority’s) planning objectives and to develop the MATS 25 Year Long Range Transportation Plan and the Transportation Improvement Program (TIP).

XV. IT IS FURTHER INTENDED, the Middle Georgia Regional Commission, only to the extent that it may be bound by contracts which may hereafter be entered into, will:

1. Continue to maintain a regional transportation planning process for areas outside the Macon Area Transportation Study area; and

2. Coordinate said process with the Macon-Bibb County Planning and Zoning Commission and the Macon Area Transportation Study.
XVI. IT IS FURTHER INTENDED, that:

1. The Macon Area Transportation Study shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Department of Transportation and the U.S. Department of Transportation.

2. A reappraisal shall be made of the Macon Area Transportation Study whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics or at least once every four years to meet Federal Air Quality requirements. This will be done in cooperation with the Georgia Department of Transportation, Federal Highway Administration, the Georgia Environmental Protection Division, and US Environmental Protection Division.

3. The participating agencies shall cooperate in all phases of the Macon Area Transportation Study. Adequate and competent personnel shall be assigned to insure development of adequate and reliable data.

4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

This document is Memorandum of Understanding expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding,

This _____ of __________________ , 2015
Mayor
Macon-Bibb County Consolidated Government

Witness

Notary Public
My Commission Expires:

Chairman
Jones County Commission

Witness

Notary Public
My Commission Expires:

Chairman
Monroe County Commission

Witness

Notary Public
My Commission Expires:

Chairman
Macon-Bibb County Planning & Zoning Commission

Witness

Notary Public
My Commission Expires:

Chairman
Macon Transit Authority

Witness

Notary Public
My Commission Expires:
Chairman
Middle Georgia Regional Commission

Witness

Notary Public
My Commission Expires:

Commissioner
Georgia Department of Transportation

Witness

Notary Public
My Commission Expires:

Director of Planning
Georgia Department of Transportation

Witness

Notary Public
My Commission Expires: