Tuesday, July 1, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
Tuesday, July 1, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

5:00 P.M.
Large Conference Room
Government Center

1. CALL TO ORDER

2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

3. NEW BUSINESS

| Subject | A. Resolution authorizing the Mayor to execute a contract with the Georgia Department of Corrections for the use of Prison Labor to supplement the Public Works Department's workforce |
| Meeting | Jul 1, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING |
| Category | 3. NEW BUSINESS |
| Access | Public |
| Type | Action |
| Recommended Action | The Committee of the Whole recommends approval. |

4. ADJOURNMENT
Tuesday, July 1, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Commission Chamber
Government Center

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES

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<tr>
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<th>B. Regular Commission meeting on June 17, 2014</th>
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File Attachments
6-17-2014 Regular Commission Meeting.pdf (477 KB)

5. INVITED GUESTS
6. PUBLIC COMMENTS ON AGENDA ITEMS
7. REPORTS FROM COMMITTEES AND DEPARTMENTS

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File Attachments
6-17-2014 Pre Commission Meeting.pdf (218 KB)
8. CONSENT AGENDA

9. OLD BUSINESS

Subject: A. Resolution authorizing the Mayor to transfer a parcel of property located at 506 Hawthorne Street
Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments
6-24-2014 - Memo of Understanding - UDA - Hawthorne Property.pdf (1,542 KB)

Subject: B. Resolution requiring that the pool located at the East Macon Center remain open a minimum of six (6) days per week
Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Operations and Finance Committee recommends approval.

https://www.boarddocs.com/ga/macombibb/Board.nsf/Private?open&login
**Subject**  
C. Ordinance to appropriate $40,000 from Commissary Fund Balance to provide nine (9) computers for the Jail Security Electronics System

**Meeting**  
Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
The Operations and Finance Committee recommends approval.

**File Attachments**  
6-24-2014 - Supplemental - Commissary for computers.pdf (556 KB)

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**Subject**  
D. Resolution authorizing the Commission to accept a Limited English Proficiency (LEP) Compliance Plan

**Meeting**  
Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

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

**File Attachments**  
6-24-2014 - Limited English Proficiency Comp. Plan 2.pdf (2,891 KB)

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**Subject**  
E. Ordinance to repeal Chapter 22, Article 1, Section 22-3 known as the Macon-Bibb County Scrap Tire Ordinance

**Meeting**  
Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

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

**File Attachments**  
6-24-2014 - Ord Repeal Chapter 22 Article 1.pdf (608 KB)
Subject: F. Ordinance to repeal Chapter 12, Article VI of the Code of Ordinances so as to eliminate provisions regarding Macon-Bibb County Health Department issued permits for Kindergartens

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

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

File Attachments:
6-24-2014 - Ord Repeal Chapter 12 Article VI (2).pdf (602 KB)

Subject: G. Resolution appointing Commissioner Elaine Lucas to the Central Georgia Joint Development Authority

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

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

File Attachments:
Appointment of Commr. Lucas to CGJDA.pdf (520 KB)

Subject: H. Resolution appointing Walt Miller to fill the vacant position on the Macon-Bibb County Industrial Authority

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

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

File Attachments:
6-24-2014 - Appointment of Walt Miller to Industrial Authority.pdf (523 KB)

Subject: I. Resolution reappointing Andy Ambrose, Tony Lowden, and June O'Neal to the Dr. Martin Luther King Jr. Commission

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public
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<tr>
<td>Recommended</td>
<td>The Economic and Community Development Committee recommends approval.</td>
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<td>Action</td>
<td>J. Resolution reappointing Columbus Watkins to the Bibb County Department of Family and Children Services Board</td>
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<td>Recommended</td>
<td>The Economic and Community Development Committee recommends approval.</td>
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<td>Action</td>
<td>K. Resolution reappointing Curtis Cooper to the Macon-Bibb County Economic Opportunity Council</td>
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<td>Meeting</td>
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<tr>
<td>Recommended</td>
<td>The Economic and Community Development Committee recommends approval.</td>
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<tr>
<td>Action</td>
<td>L. Resolution appointing Adah Roberts, Evelyn Adams, Chris Howard, and Rev. Leon Ward to the Macon-Bibb County Library Board of Trustees</td>
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<td>Meeting</td>
<td>Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
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<td>Action</td>
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<td>6-24-2014 - Appointment of Ambrose, Lowden, and O'Neal to MLK Commission.pdf (471 KB)</td>
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<td>6-24-2014 - Appointment of Columbus Watkins to the DFCS Board.pdf (471 KB)</td>
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<td>6-24-2014 - Appointment of Curtis Cooper to Economic Opportunity Council.pdf (471 KB)</td>
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<td>File Attachments</td>
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<tr>
<td></td>
<td>6-24-2014 - Appointment of Roberts, Adams, Howard and Ward to M-BC Library Board of Trustees.pdf (472 KB)</td>
</tr>
</tbody>
</table>
Subject: M. Resolution appointing Stacy Carr to the Bibb County Board of Health
Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Economic and Community Development Committee recommends approval.

File Attachments:
6-24-2014 - Appointment of Stacy Carr to Board of Health.pdf (471 KB)

Subject: N. Ordinance amending the Table of Contents of Article III, Chapter 5 of the Code of Ordinances entitled "Dangerous and Vicious Dogs"
Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Public Safety Committee recommends approval.

File Attachments:
6-24-2014 - Ord. Dangerous and Vicious Dogs.pdf (736 KB)

Subject: O. Resolution authorizing the Commission to accept an Americans with Disabilities Act Transition Plan
Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Facilities and Engineering Committee recommends approval.

File Attachments:

Subject: P. Resolution authorizing the Mayor to execute an agreement of Extension with Georgia Gas Distributors, Inc. for the continued operation of the Propane Distribution and Storage Facility located at 1122 Seventh Street.
Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Subject: Q. Resolution authorizing the Mayor to execute a contract with the Georgia Department of Corrections for the use of Prison Labor to supplement the Public Works Department’s workforce

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval.

File Attachments:
- 6-24-2014 - Res. Georgia Gas Distributors.pdf (1,313 KB)

10. NEW BUSINESS

Subject: A. Resolution authorizing an agreement for the purchase of a 40ft. Insulated Hydraulic Telescopic Bucket Truck

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments:
- Purchase of Hydraulic Truck.pdf (3,774 KB)

Subject: B. Resolution authorizing an agreement with Community Solutions, Inc. for services provided to the Macon-Bibb County Juvenile Court for a maximum of $250,000 using Juvenile Justice Incentive Grant Funds

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Public Safety Committee
**Subject**

C. Resolution authorizing an agreement with Marie Martin for services provided to the Macon-Bibb County Juvenile Court for a maximum of $53,184 using Juvenile Justice Incentive Grant Funds

Meeting
Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category
10. NEW BUSINESS

Access
Public

Type
Action

Recommended Action
Refer to the Public Safety Committee

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**Subject**

D. Resolution authorizing an agreement with Volunteer Macon, Inc. for services provided to the Macon-Bibb County Juvenile Court for a maximum of $56,000

Meeting
Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category
10. NEW BUSINESS

Access
Public

Type
Action

Recommended Action
Refer to Public Safety Committee

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**Subject**

E. Resolution authorizing the Mayor to execute an agreement of Extension with the Middle Georgia Regional Commission for lease of office space at 175-C Emery Highway

Meeting
Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category
10. NEW BUSINESS

Access
Public

Type
Action

Recommended Action
Refer to the Operations and Finance Committee

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File Attachments

Juvenile Court $250,000.pdf (487 KB)

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File Attachments

Juvenile Court $53,184.pdf (480 KB)

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File Attachments

Juvenile Court $56,000.pdf (502 KB)

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File Attachments

Agreement of extension MGRC.pdf (1,125 KB)
F. Ordinance amending Chapter 4 Article II of the Code of Ordinances known as Alcoholic Beverages

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Economic and Community Development Committee

File Attachments
Amend Chap 4 Article II Alcoholic Beverage Section.pdf (806 KB)

G. Approval of Retirements of Earlean Lewis - Finance Office (20 years and 5 months) and William Reid - Sheriff’s Office (20 years and 11 months)

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Operations and Finance Committee

H. Resolution authorizing the Mayor to execute an agreement for the transfer of the Terminal Station building to the Macon-Bibb County Transit Authority

Meeting: Jul 1, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to the Facilities and Engineering Committee

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
June 17, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on June 17, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

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

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

Staff Present

Judd Drake – County Attorney
Crystal Jones – Senior Assistant County Attorney
Opie Bowen – Assistant County Attorney
Reggie McClendon – Assistant County Attorney
Shelia Thomond – Clerk of Commission
Steve Layson – Assistant County Manager (Infrastructure)
Charles Coney – Assistant County Manager (Operations)
Julie Moore – Assistant to County Manager – Budget and Strategic Planning
Chris Flore – Assistant to County Manager - Public Affairs
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator
Sam Henderson – Executive Assistant to the Mayor

Visitors Present

Nancy Terrill
Andrew Galloway
Andy Ambrose
Susan Welsh
Kevin Dowdell
Mark Butcher
Gwennette Westbrook
Louie Hargrove
Erica Woodford
**News Media Present**

Jim Gaines - The Telegraph  
Malcolm Johnson - 24 WGXA  
Sean Franklin - 41 WMGT  
Anita Oh - 13 WMAZ  
Ashley Minelli - 41 WMGT  
Ron Wildman - 58 WPGA

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 in order to take action on several items that needed to be to be added to tonight’s Agenda for approval.

**NEW BUSINESS**

A. *Presentation by Kevin Dowdell, Centreplex Director of Sales and Marketing, regarding Minor League Hockey in Macon, Georgia*

Kevin Dowdell, along with Mark Butcher, Macon Centreplex Manager, presented an overview of the initial talks with the Augusta RiverHawks Management team in relocating the minor league hockey team to Macon from Augusta, due to the facility there not being able to generate the ice needed to play the game of hockey, and the rental of the Coliseum for its home games and offices. Mr. Dowdell stated all documents for the rental agreement needed to be in place by next Tuesday, June 24, and further stated the Southern Professional Hockey League authorized Macon to host a franchise last week. Dowdell stated if the agreement is approved an announcement would be made next week and a local office would open in early July with the first games not being held until the fall of 2015 to allow time to get local sponsors on board and to generate enthusiasm and interest in Macon and the surrounding areas. The RiverHawks, part of the Southern Professional Hockey League, would be renamed the “Macon Mayhem.”

Judd Drake, County Attorney, gave an overview of the agreement noting rental costs, termination and the right to cancel sections of the agreement. The five-year rental agreement guarantees the team at least 17 Fridays and 17 Saturdays from October to March each year. The team would retain all ticket sales revenue with all concessions and parking revenues going to the Coliseum stated Mark Butcher. Mr. Dowdell stated ticket sales had not been determined, but that the owners wanted to make it affordable for families. Mr. Butcher also stated repairs and upgrades, such as painting and carpet replacement in the locker rooms, would be paid for with SPLOST funds. Also, there will be one exhibition game in September 2015 with the proceeds being distributed to a charitable organization that has not yet been determined. A Resolution to approve the hockey agreement will be added to tonight’s agenda for consideration of approval.

Mayor Reichert stated there were three grants on the agenda for acceptance under Item 9 A, B, and C that needed to be acted on tonight. Julie Moore and Reggie McClendon stated the grants were received either the latter part of last week or the first of this week, but acceptance was needed in order to execute the grant agreements by June 23rd.
B. Resolution to accept Grant Award to the Mental Health Court in the amount of $105,293.00 for FY '15

C. Resolution to accept Grant Award to the Adult Drug Court in the amount of $106,920.00 for FY '15

D. Resolution to accept Grant Award to the Juvenile Mental Health Court in the amount of $14,849.00 for FY '15

**ACTION:**

- Commissioner Lucas motioned to approve the acceptance of all three grants. The motion was seconded by Commissioner Schlesinger, and carried unanimously.


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*The Mayor reviewed the agenda items for tonight’s Regular Commission Meeting at 6:00 P.M.*

**AGENDA ITEMS**

**PRAYER**

A. Elder Shane Gottwals -- Central Fellowship Baptist Church

**APPROVAL OF MINUTES**

A. Pre-Commission Meeting on June 3, 2014

B. Regular Commission Meeting on June 3, 2014

**INVITED GUESTS**

**PUBLIC COMMENTS ON AGENDA ITEMS**

**REPORTS FROM COMMITTEES AND DEPARTMENTS**

Mayor Reichert asked Committee Chairs to be prepared to give their Committee Reports tonight.
A. Operations and Finance Committee
B. Economic and Community Development Committee
C. Public Safety Committee
D. Facilities and Engineering Committee

CONSENT AGENDA

A. New Alcoholic Beverage License for M & H Food Mart located at 5220 Jeffersonville Road

OLD BUSINESS

A. Resolution to accept Grant Award to the Mental Health Court in the amount of $105,293.00 for FY '15

B. Resolution to accept Grant Award to the Adult Drug Court in the amount of $106,920.00 for FY '15

C. Resolution to accept Grant Award to the Juvenile Mental Health Court in the amount of $14,849.00 for FY '15

D. Resolution approving and ratifying the September 2013 Landfill Gas Purchase Agreement between the City of Macon and Cherokee Brick and Tile Company

E. Resolution authorizing the letter of agreement with the Georgia Department of Transportation for installation of a Roundabout at the intersection of Eisenhower Parkway and Fulton Mill Road

F. Ratification of request from the Chamber of Commerce for 100 passes to Lake Tobessee for families of Military Troops

G. Resolution to sell property located at 484 Mulberry Street

H. Ratification of retirements for Jonathan Childers of Public Works (17 years, 9 months) and Jacqueline Smith of Superior Court (14 years, 4 months)

I. Resolution authorizing an agreement with Charles Steward for the lease of 179.61 acres of clear zone land located within the Middle Georgia Regional Airport

J. Ratification of Supplemental Budget request from General Fund in the amount of $3,000 for Contractual Services in the Coroner's budget

K. Resolution authorizing Bragg Jam to hold its 2014 Music Festival in Downtown Macon on July 26, 2014

L. Resolution to submit the Five-Year Short Term Work Program to the Middle Georgia Regional Commission

M. Ordinance amending Chapter 18 Personnel to establish the Fire Civil Service System
N. Resolution opposing House Bill 60 a/k/a The Safe Carry Protection Act of 2014

O. Ordinance to adopt a budget and appropriate sums for the operation of the Macon-Bibb County Government for FY ‘15

*The Mayor stated he would need a motion at the beginning of the Regular Commission meeting to add item P to the Agenda*

P. Resolution authorizing Rental Agreement for the Macon Coliseum between Noble-Interstate Management Group, LLC and Macon Hockey, LLC

Mayor Reichert stated the one big item tonight would be the 2015 Budget and stated the importance of the Budget being passed due to time constraints, considering re-advertising and meetings needed to approve the budget by June 30th. The Mayor stated virtually everyone would like to see changes made, but this budget was fair and a lot of time and effort had gone into its preparation. He further emphasized that during the budget year changes could be made as needed.

**ADJOURNMENT**

There being no further business and on motion duly made and seconded, the meeting was adjourned at 6:03 P.M.

Shelia Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
June 17, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on June 17, 2014 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 Larry Schlesinger
Commissioner Gary Bechtel
Commissioner Elaine Lucas
Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.
Commissioner Al Tillman

Staff Present:

Judd Drake – County Attorney
Crystal Jones – Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Reggie McCloud – Asst. County Attorney
Sam Henderson – Exec. Asst to Mayor
Trae MCombs – Public Affairs
Kevin Barrere – Public Affairs
Justin Crum, Public Affairs
Chris Floore – Asst. to Co. Mgr. – Public Affairs
Sheila Thurmond – Clerk of Commission
Steve Layson – Asst. Co. Mgr - Infrastructure
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Julie Moore – Asst. to Co. Mgr. – Strategic

Guests in Attendance

Chief Deputy Russell Nelson
Andy Ambrose – Tubman Museum
Andrew Galloway – Medical Center
Susan Welsh – Museum of Arts & Sciences
Erica Woodford – Clerk of Bibb Superior Court
Former Councilman Dr. Henry C. Ficklin
Gwennette Westbrook – President, NAACP
Dr. Ninfa Saunders – Medical Center of Central Georgia

News Media Present

Jim Gaines – The Telegraph
Anita Oh – 13 WMAZ
Katelyn Heck – 13 WMAZ
Malcolm Johnson – WGXA FOX 24
Chace Ambrose – WGXA FOX 24
Shonti Tager – WGXA FOX 24
Sean Franklin – 41 WMGT
Tucker Sargent – 41 WMGT
Ashley Minelli – 41 WMGT
Ron Wildman – 58 WPGA
CALL TO ORDER

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

Mayor Reichert called for a motion to add an item to the Agenda under Old Business (Item P)

ACTION:

On motion of Commissioner Gary Bechtel, seconded by Commissioner Scotty Shepherd, and carried unanimously, Item P was added to the Agenda.


PRAYER

The prayer was rendered by Elder Shane Gottwalls of Central Fellowship Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on June 3, 2014
B. Regular Commission Meeting on June 3, 2014

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 June 3, 2014 were approved as presented.


INVITED GUESTS

Elder Shane Gottwalls of Central Fellowship Baptist Church was invited to render the prayer for tonight’s Regular Commission Meeting.

PUBLIC COMMENTS ON AGENDA ITEMS

Dr. Ninfa Saunders – spoke on the need to reinstate funding in the FY 2015 Budget for Indigent Care to the Medical Center of Central Georgia. She gave an overview of how the funding cut

June 17, 2014 Page 2 of 12
would affect the patients coming to the hospital requiring the care that these funds assisted with. She stated the budget cut would result in the marginalization of the poor and overall have a negative impact on the community.

**Marvela Ivery** – spoke on the effect of budget cuts for Indigent Care and Para-Transit and the negative effect these cuts would have on those needing and requiring these services.

**Sister Elizabeth Greim** – spoke on the need for continued funding to the Medical Center for indigent care and the importance of this service to those served by the Day Break Clinic. She further stated a cut in Indigent Care to the Medical Center would affect those who have no choice as they are either uninsured and/or not insurable.

**Gwen Westbrook- NAACP President** – spoke of her experience as a former Medical Center employee who worked with those who received Indigent Care and the vital necessity of this program for those who were not able to pay for the services they received. She asked for a re-evaluation of the decision to cut the Indigent Care funding.

**Gwendolyn Hudson** – spoke on the importance of Para-Transit to dialysis patients who utilize this service for transport. She asked for this service to be further expanded outside of the city limits into the county.

**Khallil Williams** – spoke on the Macon Transit Authority budget cuts and how this would affect those utilizing the buses for transportation to work, school, shopping, etc. He also spoke on the negative effect of reducing bus routes, hours and days of operation for those who have no other form of transportation.

**Diane Kelly** – spoke on how cuts for Para-Transit and other bus services would create a hardship for the disabled and other citizens who have to use the bus system for transportation. She was also concerned about the possible cuts in days of service and hours of operation.

**Wade Horton** – spoke on the need to increase the hours and days of operation for the Macon Transit Authority. He stated Para-Transit service enabled disabled persons to be independent. He requested the Commission go back to the Legislative Delegation and ask for a review of mandated budget cuts.

**Richard Elliott** – spoke on the budget Ordinance and the Indigent Care cut for the Medical Center and expressed his agreement of the budget cut for Indigent Care.

**Dr. Henry Ficklin** – asked that the FY '15 budget be fully vetted by Commissioners, and recommended a Resolution be sent to the Governor asking him to accept the Medicaid Expansion program.

**Dr. John Swint** - spoke on the need to increase the number of days and hours of operation for all Recreation Department swimming pools. He also asked for a policy to be put in place for anyone who carries any type lethal weapon to be provided with sensitivity training and a psychological test at least annually. He further stated the same training and psychological test be required for any citizen in Macon-Bibb County who possesses lethal weapons as a precondition to obtaining or renewing weapon permits.

**Isaac Lightfoot** – spoke on Freedom Park Gym becoming solely a boxing facility and the lack of swimming, basketball and other recreational activities at the park. He stated improved
recreational activities for the youth of the area would help law enforcement with reductions in crime.

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chairman Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, June 10, 2014. The Committee discussed and recommended approval of the following items:

- The retirements of Mr. Jonathan Childers of Public Works and Ms. Jacqueline Smith of Superior Court. The Commission would like to thank them for their service.

- The sell of property at 484 Mulberry Street to the Macon-Bibb County School District. This building was on a bond issue and once the bond was paid the building became eligible to be sold to the Board of Education. The Committee authorized the Mayor to sell the property for $10.00.

- The Lease of land located within the Middle Georgia Regional Airport to the current lessee Mr. Charles Stewart for five years. The Committee authorized the Mayor to execute an agreement between Macon-Bibb County and Mr. Stewart for the lease of 179.61 acres of Clear Zone land located within the Middle Georgia Regional Airport to be used as agriculture land on which to farm wheat and soybeans.

- The supplemental budget request of the Coroner’s Office for $3,000 from General Funds for contractual services.

- The Ordinance to adopt a budget and appropriate sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015.

- The Millage Rate should be ready to be set in the next 60 days once Mr. Tommy Tedders, Tax Commissioner, has the final Tax Digest, which will be July or early August.

Economic and Community Development Committee

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, June 10, 2014. The Committee discussed and recommended approval of the following items:

- Bragg Jam, Inc., a non-profit organization, was authorized to hold its 2014 music festival in downtown Macon on Saturday, July 26, 2014 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.
• The Macon-Bibb County Five-Year Short Term Work Program was approved to be submitted to the Middle Georgia Regional Commission for compliance review.

Facilities and Engineering Committee

Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on Tuesday, June 10, 2014 and approved the following:

• The 2013 Landfill Gas Purchase Agreement between the City of Macon and Cherokee Brick and Tile Company, Inc.

• The Committee authorized the Mayor to execute a letter of agreement with the Georgia Department of Transportation for the installation of a Roundabout at the intersection of State Route 22 (also known as Eisenhower Parkway) and Fulton Mill Road.

• Approved the request from the Chamber for 100 passes for military families to have access to Lake Tobesokee and encouraged the Chamber to also purchase an additional 100 tickets. The tickets will be given to the Family Support Center at Robins for distribution.

Public Safety Committee

Committee Chairman Scotty Shepherd reported the Public Safety Committee met on June 10, 2014 and discussed and approved the following:

• Approved the Ordinance amending Chapter 18 Personnel of the Macon-Bibb County Code of Ordinances to establish the Fire Civil Service System.

• Approved the Resolution in opposition to Georgia House Bill 60 and a declaration of the Macon-Bibb County Commission to work with state legislators to address concerns associated with Georgia House Bill 60. A letter expressing the Commissioners’ concerns will be sent to the Governor, Attorney General and the local Legislative Delegation.

CONSENT AGENDA

A. New Alcoholic Beverage License for M & H Food Mart located at 5220 Jeffersonville Road

ACTION:

• On motion of Commissioner Larry Schlesinger, seconded by Commissioner Scotty Shepherd, and carried unanimously, the Alcohol Beverage License for M & H Food Mart approved as presented.

• Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry

OLD BUSINESS

A. Resolution to accept Grant Award to the Mental Health Court in the amount of $105,293.00 for FY '15

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of a State of Georgia Accountability Courts Funding Grant in the amount of $105,293.00 from the Georgia Criminal Justice Coordinating Council that has been awarded to the Macon Judicial Circuit Mental Health Court; and for other purposes.

ACTION:


B. Resolution to accept Grant Award to the Adult Drug Court in the amount of $106,920.00 for FY '15

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of a State of Georgia Accountability Courts Funding Grant in the amount of $106,920.00 from the Georgia Criminal Justice Coordinating Council that has been awarded to the Macon Judicial Circuit Adult Drug Court; and for other purposes.

ACTION:


C. Resolution to accept Grant Award to the Juvenile Mental Health Court in the amount of $14,849.00 for FY '15

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of a State of Georgia Accountability Courts Funding Grant in the amount of $14,849.00 from the Georgia Criminal Justice Coordinating Council that has been awarded to the Macon Judicial Circuit Juvenile Mental Health Court; 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
D. Resolution approving and ratifying the September 2013 Landfill Gas Purchase Agreement between the City of Macon and Cherokee Brick and Tile Company

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving and ratifying the September 2013 Landfill Gas Purchase Agreement between the City of Macon and Cherokee Brick & Tile Company, Inc.; and for other purposes.

ACTION:


E. Resolution authorizing the letter of agreement with the Georgia Department of Transportation for installation of a Roundabout at the intersection of Eisenhower Parkway and Fulton Mill Road

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a Roundabout at the intersection of State Route 22 (also known locally as “Eisenhower Parkway”) and Fulton Mill Road in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:


F. Ratification of request from the Chamber of Commerce for 100 passes to Lake Tobesokee for families of Military Troops

ACTION:


G. Resolution to sell property located at 484 Mulberry Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to sell 484 Mulberry Street (the Wachovia Building) to
the Macon-Bibb County School District for ($10); authorizing the Mayor to execute a Quit Claim Deed and any other necessary documents to effect the sale of said property; and for other purposes.

**Discussion:** Commissioner Lucas requested an explanation be given so citizens observing would know they were not actually selling the building for ten dollars. Commissioner Bechtel stated the City was the authorizing authority when the bond was issued for the purchase of the building. The City leased the building to the Macon-Bibb County School District and after the bond indebtedness was paid off, the City agreed to quit claim the building to the school district for ten dollars.

**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.**

H. Ratification of retirements for Jonathan Chikier of Public Works (17 years, 9 months) and Jacqueline Smith of Superior Court (14 years, 4 months)

**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.**

I. Resolution authorizing an agreement with Charles Stewart for the lease of 179.61 acres of Clear Zone land located within the Middle Georgia Regional Airport

**Clerk read by caption:** A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement between Macon-Bibb County and Charles Stewart for the lease of 179.61 acres of Clear Zone land located within the Middle Georgia Regional Airport to be used as agriculture land on which to farm wheat and soybeans, in substantially the same form as attached hereto as Exhibit “A”; 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.**

J. Ratification of Supplemental Budget request from General Fund in the amount of $3,000 for Contractual Services in the Coroner's budget

**Clerk read by caption:** An Ordinance of the Commission of Macon-Bibb County, Georgia to appropriate $3,000 from General Fund Balance to Coroner
for Contractual Services Operating Budget.

ACTION:


K. Resolution authorizing Bragg Jam to hold its 2014 Music Festival in Downtown Macon on July 26, 2014

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing Bragg Jam, Inc., a nonprofit organization, to hold its 2014 Music Festival in Downtown Macon, Georgia, on Saturday, July 26, 2014; 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.

ACTION:


L. Resolution to submit the Five-Year Short Term Work Program to the Middle Georgia Regional Commission

- Clerk read by caption: A Resolution of the Macon-Bibb County Board of Commissioners to submit the Macon-Bibb County Five-Year Short Term Work Program to the Middle Georgia Regional Commission for compliance review; and for other purposes.

ACTION:


M. Ordinance amending Chapter 18 Personnel to establish the Fire Civil Service System

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission amending Chapter 18 Personnel of the Macon-Bibb County Code of Ordinances to establish the Fire Civil Service System; to provide penalties; to provide for repeal of conflicting Ordinances; to provide an adoption and effective date; and to provide for other lawful purposes.
**ACTION:**


N. Resolution opposing Georgia House Bill 60 a/k/a The Safe Carry Protection Act of 2014

- **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission in opposition to Georgia House Bill 60 (also known as the “Safe Carry Protection Act of 2014”) and a declaration of the Macon-Bibb County Commission to work with State Legislators to address concerns associated with Georgia House Bill 60; and for other purposes.

**Discussion:** Commissioner Tillman, the sponsor of the Resolution, stated he was not opposed to the gun laws in place, but felt it should be known the Commission was opposed to guns being allowed into government facilities effective July 1, 2014. He stated revenues could possibly be lost as well as citizens needed to feel safe when attending events at venues such as the City Auditorium and Centreplex. He wants the Governor and our Legislative Delegation to be aware of the Commission’s concerns and to review the Bill again and make changes as needed. He further stated a Youth Gun and Outreach Forum to discuss this new law will be held on June 26 and will be attended by State Representative Nikki Randall and local agencies.

Commissioner Lucas stated with the approval of the hockey agreement, and trying to encourage families to take part in the sports activities being sponsored, this law could have an adverse affect.

**ACTION:**


O. Ordinance to adopt a budget and appropriate sums for the operation of the Macon-Bibb County Government for FY ‘15

- **Clerk read by caption:** An Ordinance of the Macon-Bibb County Commission to adopt a budget and appropriate sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; to provide for repeal of conflicting Ordinances; and to provide for other lawful purposes.

**ACTION:**

- Commissioner Lucas motioned to suspend the Rules and refer the Fiscal Year 2015 Budget Ordinance back to the Committee of the Whole with a meeting to be held as soon as possible for reconsideration. The motion was seconded by Commissioner Watkins.
- Commissioner DeFore requested a Roll Call Vote.

- Commissioners Bert Bivins, III, Elaine Lucas, Mallory Jones, III, Virgil Watkins, Jr., and Al Tillman voted Yes.

- Commissioners Gary Bechtel, Larry Schlesinger, Ed DeFore, and Scotty Shepherd voted No.

- The motion was carried by a 5-4 vote.

P. Resolution authorizing a rental agreement for the Macon Coliseum between Noble Interstate Management and Macon Hockey, LLC

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to consent and agree to a rental agreement for the Macon Coliseum between Noble-Interstate Management Group, LLC, as agent for Macon-Bibb County

ACTION:


NEW BUSINESS

A. Resolution authorizing an agreement with the Macon-Bibb County Urban Development Authority to transfer a parcel of property at 506 Hawthorne Street

Referred To: Operations and Finance Committee

B. Resolution authorizing acceptance of an Americans with Disabilities Act Transition Plan

Referred To: Facilities and Engineering Committee

C. Resolution authorizing acceptance of a limited English Proficiency Compliance Plan

Referred To: Economic and Community Development Committee

D. Resolution appointing Commissioner Elaine Lucas to the Central Georgia Joint Development Authority

Referred To: Economic and Community Development Committee

June 17, 2014
E. Resolution appointing Walt Miller to the Industrial Authority

*Referred To:* Economic and Community Development Committee

**GENERAL PUBLIC COMMENTS**

Anthony Harris – commended Sheriff David Davis on his firing of Officer Clayton Sutton.

Sheila Cook – spoke on the need for neighborhood improvements in the Unionville area. She cited abandoned homes where oftentimes illegal activities take place, overgrown lots, litter, and clogged sewer drains. She urged community clean-up for this area resulting in area residents taking pride in their community.

Donald Richardson, Jr. – asked for assistance in finding resources to help him with network sports marketing and to have his father’s basketball plays registered and trademarked.

Sarah Hunt – stated the Commissioner for the District encompassing Wood Street was requested to view the abandon properties and overgrown lots in the this area. She also stated Overcoming Church of God and Beulah Baptist Church were in the process of major beautification and expansion projects and the general condition of the area was deplorable. She felt Code Enforcement could do a better job in policing this area. Ms. Hunt stated a request was made to rename Third Street to Broadway in honor of Bishop John L. Cotton in April and she had not heard from this request. She cited the closed drains near Overcoming Church of God that needed to be re-opened to allow storm waters to go into the drainage system to eliminate the destruction of the Church’s property.

Patricia Faye Brown – spoke on crime and respecting the rights of others.

**ADJOURNMENT**

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 7:45 P.M.


Shelia Thurmond, CCC
Clerk of Commission

June 17, 2014
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 A PARCEL OF PROPERTY LOCATED AT 506 HAWTHORNE STREET, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about December 20, 2013, the Bibb County Board of Commissioners purchased a parcel of property located at 506 Hawthorne Street; and

WHEREAS, this parcel is located near the Juvenile Justice Center, and the anticipated use of the parcel when purchased was to be for additional parking for the Juvenile Justice Center; and

WHEREAS, upon completion of the Juvenile Justice Center, it was determined that the parking needs currently in place at the Center were sufficient and that the Hawthorne Street property was no longer needed for the intended use; and

WHEREAS, the Macon-Bibb Urban Development Authority has been established to create, plan, and implement a program of economic development in the Downtown area of Bibb County; and

WHEREAS, the Macon-Bibb Urban Development Authority has extensive experience in dealing with properties located in the Downtown area, and has the necessary skill to ensure that the property is marketed and sold for the economic development of the Downtown area; and

WHEREAS, the Commission will transfer the aforementioned property to the Macon-Bibb Urban Development to be marketed and sold for the benefit of the economic development of the Downtown area; and

WHEREAS, the Macon-Bibb County Urban Development Authority will receive five percent (5%) of the gross sale funds, the commercial real estate agent will receive ten percent (10%) of the gross sale funds, and the remaining eighty-five percent (85%) of the funds will be returned to the County;

WHEREAS, a copy of the Memorandum of Understanding with the Macon-Bibb Urban Development Authority has been attached hereto as Exhibit A; and
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with the Macon-Bibb County Urban Development Authority to transfer a parcel of property located at 506 Hawthorne Street in substantially the same form as attached hereto as Exhibit A.

SO RESOLVED this ___ day of ____________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ________________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
MEMORANDUM OF UNDERSTANDING BETWEEN MACON-BIBB COUNTY AND THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

STATE OF GEORGIA
COUNTY OF MACON-BIBB

"506 Hawthorne Street"

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), by and among Macon-Bibb County, Georgia (hereinafter “County”) and the Macon-Bibb County Urban Development Authority (hereinafter “Authority”) (also referred to as “the Parties”), is agreed upon and entered into this _____ day of June, 2014.

WHEREAS, it is the mission of the Authority to create, plan, and implement a program of economic development in the Downtown areas of Bibb County, Georgia; and

WHEREAS, on or about December 20, 2013, the County purchased a parcel of property located in the Downtown area at 506 Hawthorne Street (hereinafter “Property”), with said description of the Property being attached hereto as Exhibit A; and

WHEREAS, the County has agreed to transfer this Property to the Authority for the purpose of the Authority to hold and market the Property to potential purchasers; and

WHEREAS, the transfer of this Property, and the marketing services provided by the Authority, will help the Authority advance its mission of economic development in the Downtown areas of Bibb County, Georgia; and

WHEREAS, the purpose of this MOU is to advance the beneficial relationships between the Parties to carry out their respective responsibilities in an effective and efficient manner; and

THEREFORE, IN WITNESS WHEREOF, and in consideration of the foregoing premises, the Parties enter into this MOU and agree as follows:

1. The Authority agrees to the following:
   a. The Authority agrees to accept the transfer of the Property from the County;
   b. The Authority agrees to market/list the property for sale with a local commercial real estate agent, who will provide information regarding the listing amount and provide assistance regarding any questions about the sale of the Property.
c. The Property is currently occupied by Fulton Baptist Church. Fulton Baptist Church is aware that the Property will be marketed and may be sold in the near future. The Authority agrees to enter into a month-to-month lease agreement with Fulton Baptist Church at a rate to be determined by a local commercial real estate agent. This lease agreement shall stipulate that Fulton Baptist Church shall have thirty (30) days' notice in which to vacate the Property upon any sale of said Property. All proceeds from the lease of Property shall be tendered to the County on a monthly basis.

d. Due to the historic nature of the Property, the initial listing agreement with the local commercial real estate agent shall stipulate that any sale of the Property shall be contingent upon the purchaser agreeing not to demolish/knock down/destroy the existing building on the Property. This stipulation shall be in effect for the first six (6) months of the listing agreement with the commercial real estate agent. However, during this time frame, any purchaser shall have the option to relocate the intact building to another location, and any purchaser shall also have the option to purchase the intact building structure for relocation purposes separate from the Property parcel at a price to be determined by the commercial real estate agent. After the initial six (6) month period, the Authority and County shall have the option to modify this condition of the sale, if necessary.

e. Upon any sale of the Property and/or the sale of the building structure, the Authority will receive an administrative fee for its services in the amount of five percent (5%) of the gross sales price of the Property and/or the sale of the building structure. The commercial real estate agent will be compensated in the amount not to exceed ten percent (10%) of the gross sale price of the Property and/or the sale of the building structure. The remaining eighty-five percent (85%) of the proceeds of any sale will be transferred to the County.

2. The County agrees to the following:
   a. The County agrees to pay for all actual costs and expenses associated with the transfer, holding, maintenance, listing, and marketing of the Property,
including but not limited to title reports, appraisals, insurance, postage costs, recording of legal documents, property maintenance, and marketing of the Property.

b. Upon the sale of the Property, the County shall receive the remainder of the proceeds of any sale, minus the five percent (5%) fee allocated to the Authority and the ten percent (10%) fee for the commercial real estate agent.

c. The County acknowledges that to the best of its knowledge there are no environmental hazards associated with the properties.

3. **Compliance with Applicable Law.** The County and the Authority shall comply with federal, state and local laws. This MOU shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this MOU shall be in any state or federal court of competent jurisdiction located in Bibb County, Georgia.

4. **Indemnification of the Authority.** The County shall defend, indemnify, and hold harmless the Authority, its officers, employees, agents, attorneys, consultants, and independent contractors, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney’s fees) arising out of or in connection with this MOA.

5. **Indemnification of the County.** The Authority shall defend, indemnify, and hold harmless the County, its officers, employees, agents, attorneys, consultants, and independent contractors, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney’s fees) arising out of or in connection with this MOA.

6. **Termination.** This agreement may be terminated by any party for any reason and termination of such shall be effective upon thirty (30) days written notice to the
other Party. If this Agreement is terminated prior to the sale of the Property, the Authority shall convey the subject Property to the County or its designee.

7. Term. If not terminated earlier in accordance with the preceding paragraph, the initial term of this Agreement shall be for a period of one (1) year, with said effective date beginning on the day in which the Property is transferred from the County to the Authority.

8. Non-Assignable. Neither Party shall assign any obligation it incurs in this MOU without the written consent of the other Party, provided that the Parties recognize and acknowledge by executing this MOU, that on January 1, 2014, the City of Macon will cease to exist and the new consolidated government of Macon-Bibb County will become the successor in interest of the City on all legal obligations, including this MOU.

9. Severability. Should any part of this MOU be invalidated or otherwise rendered null and void, the remainder of this MOU shall remain in full force and effect.

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

On Behalf of Macon-Bibb County:

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

Attest: ___________________________
       S GV场比赛, Clerk of Commission

On Behalf of the Macon-Bibb County Urban Development Authority

By: ___________________________    ___________________________
    Authorized Signatory of Authority    Date

Attest: ___________________________
       J. Alexander Morrison    Date
EXHIBIT A

DESCRIPTION OF PROPERTY

The Property referenced in the Memorandum of Understanding between Macon-Bibb County and the Macon-Bibb County Urban Development Authority is described as follows:

Location Address: 506 Hawthorne Street
Parcel Number: Q082-0328
Acres: .29 acres

The following additional identification documents from the Macon-Bibb County Tax Assessors Office have been attached for further reference purposes:

1) Owner and Parcel Information Document
2) Plat Map
3) Building Sketch Map
### Macon/Bibb County Board of Tax Assessors

**Owner and Parcel Information**
- **Owner Name**: Bibb County, Georgia
- **Mailing Address**: P.O. BOX 4705
- **Location Address**: 506 W. Hillsboro St.
- **Legal Description**: SWC
- **Property Class (NOT: Not Zoning Info)**: 00-2-0
- **Zoning**: C-2
- **Landlord/District**: Near Map

**2014 Tax Year Value Information**

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<th>Accessory Value</th>
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**Land Information**
- **Type**: 3104
- **Description**: 3104
- **Calculation Method**: 3104
- **Square Feet**: 1,273
- **Acres**: 0.29
- **Photo**: NA

**Improvement Information**
- **Church with Sunday School**: 1945, 4,176, 16
- **Roof Cover**: Interior, square feet, 002-0, Sketch
- **Exterior Walls**: 1945, 4,176, 16

**Accessory Information**
- **No accessory information associated with this parcel.**

**Sale Information**
- **12/30/2013**: 9116 197 - $30,000 - Church Sale
- **08/09/2012**: 8795 183 - $0 - TRUSTEE OF FULTON CHURCH
- **11/03/1990**: A1594 - $3,500 - CONVERSION OF PAST

The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: June 11, 2014.
Bibb County Tax Assessor's Office

Enlarge

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SPONSOR: COMMISSIONER ELAINE LUCAS

COMMITTEE AMENDMENT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUIRING THE
THAT THE POOL LOCATED AT THE EAST MACON CENTER REMAIN OPEN A
MINIMUM OF SIX (6) DAYS PER WEEK TO ENSURE THAT SUFFICIENT
RECREATIONAL OPPORTUNITIES ARE BEING PROVIDED TO THE CITIZENS OF
MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, approximately 25,000 students throughout Macon-Bibb County are
presently out of school and on summer vacation; and

WHEREAS, Macon-Bibb County pools are presently being opened on a limited basis
each week; and

WHEREAS, it is in the public interest that the Macon-Bibb County pool located at East
Macon Center be made available for Macon-Bibb County’s students and their families a
minimum of six (6) days per week so as to ensure that sufficient recreation opportunities are
being provided to the citizens of Macon-Bibb County each week; 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 pool
located at the East Macon Center be required to remain open a minimum of six (6) days per week
so as to ensure that adequate recreational opportunities are being provided to the citizens of
Macon-Bibb County; and

BE IT FURTHER RESOLVED that the Director of the Macon-Bibb Parks and
Recreation Department shall immediately take all necessary steps to ensure that appropriate
personnel are available to allow the Macon-Bibb County pool, located at the East Macon Center,
to be safely opened a minimum of six (6) days per week; and
BE IT FURTHER RESOLVED that the Macon-Bibb County Commission does hereby approve any budgetary adjustments necessary to implement this request so as to ensure that the recreational needs of the students and families of Macon-Bibb County are met without further delay.

SO RESOLVED this ___ day of ____________, 2014.

__________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

__________________________
SHEILA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE COMMISSION OF MACON-BIBB COUNTY, GEORGIA TO APPROPRIATE $40,000 FROM COMMISSARY FUND BALANCE TO PROVIDE 9 COMPUTERS FOR THE JAIL SECURITY ELECTRONICS SYSTEM.

Purpose: To appropriate Commissary funds for equipment for the jail.

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

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

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

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

SO ORDAINED this ______ day of _________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
Clerk of Commission
Macon-Bibb County
January 1, 2014 to June 30, 2014
Budget Amendment

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| Total | 40,000.00 |

Reason for Transfer:
Replace the nine (9) computers in the Jail that control the Security Electronics System. The current computers are several years old and are Windows XP computers. Windows XP is out of date and after April 2014, will not be supported by Microsoft. Computers with a minimum of Windows 7 are required going forward. Funds are available in the Commissary Fund to cover this necessary purchase. See attachments.

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<td>Department Head Initials/Date</td>
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Notes to file:
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE COMMISSION TO ACCEPT AN LIMITED ENGLISH PROFICIENCY (LEP) COMPLIANCE PLAN IN THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

Purpose: To accept a Limited English Proficiency compliance plan in order to allow for better adherence with the requirements of 42 U.S.C.A. §2000d (1964).

WHEREAS, Title VI of the 1964 Civil Rights Act mandates the non-discriminatory delivery of services by those recipients who are supported by federal financial assistance, in accordance with 42 U.S.C.A. §2000d (1964); and

WHEREAS, Title VI of the 1964 Civil Rights Act specifically prohibits the discrimination against individuals on the basis of national origin; and

WHEREAS, In order to comply with the goal of national origin nondiscrimination, requires the provision of an translation and interpreters as part of a Limited English Proficiency policy; and

WHEREAS, the County of Macon-Bibb wishes to ensure full adherence with the provisions of federal civil rights law.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Macon-Bibb county, and it is hereby so resolved by the authority of the same that the Commission is authorized to accept the LHP Plan, in substantially the same form as attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ________________, 2014.

______________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHelia THurmond, Clerk of Commission
Macon-Bibb County Government

Limited English Proficiency Policy

May 2014

Doron Dvorak
Compliance Officer Macon-Bibb County
700 Poplar Street
Macon GA 31201

"Whether in an emergency or in the course of routine business matters, the success of government efforts to effectively communicate with members of the public depends on the widespread and nondiscriminatory availability of accurate, timely, and vital information."

- Attorney General Eric Holder, Memorandum to All Federal Agencies Regarding Executive Order 13166, February 17, 2011.
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**Macon-Bibb County Policies and Procedures**

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- Notice of Language Rights ....................................................................................... Pg. 6
- Aviso De Sus Derechos Con Asistencia Del Idioma ................................................ Pg. 7-8
- County Wide Memo Re: LEPP Policy and Accessibilty ........................................ Pg. 9
- Frequently Asked questions ...................................................................................... Pg. 10-15
TO: Macon-Bibb County Commissioners

FROM: Macon-Bibb County Compliance Officer

DATE: July 30, 2013

SUBJECT: Title VI Compliance Policy

Title VI of the 1964 Civil Rights Act mandates that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. §2000d (1964).

To fulfill the requirements of Title VI, the Compliance Officer along with the County Attorney has produced the attached Title VI Compliance and LEP Policy. As you will see from the table of contents, the Compliance Policy begins with an assessment of the Macon-Bibb County community and drills down to the department level. You will also find various documents required for compliance with Title VI.

Any specific questions should be directed to the Compliance Officer.

Thank you for your participation.
MACON-BIBB COUNTY POLICIES AND PROCEDURES FOR EFFECTIVE
COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY

INTRODUCTION

Title VI is a federal law which requires the non-discriminatory delivery of services which are supported by federal financial assistance. It prohibits discrimination on the basis of race, color, or national origin. Other civil rights laws prohibit discrimination on the basis of gender, age or disability. In conjunction with prohibition of discrimination on the basis of National Origin, Federal law prohibits entities for discriminating in the exploitation of language barriers. Macon-Bibb County Government recognizes the importance of effective and accurate communication between its personnel and the citizens of Macon-Bibb County. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit individuals with Limited English Proficiency ("LEP") from accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations. Ensuring meaningful communication ability between Macon-Bibb County personnel and all segments of the Macon-Bibb County community serves the interest of both.

THE POLICY AND AUTHORITY

It is the policy of Macon-Bibb County that all of its services and activities be delivered and administered in a fair and equal manner which is compliant with the requirements of Title VI of the 1964 Civil Rights Act.

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal funding."
The intent of this policy and law is to ensure that all persons, regardless of their race, color or national origin, are allowed to participate in all Macon-Bibb County programs. The purpose of this policy is to establish effective guidelines for communication with LEP persons in compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. Macon-Bibb County is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives.

**PURPOSE**

Macon-Bibb County Policies and Procedures for Effective Communication with Persons with Limited English Proficiency:

Macon-Bibb County Government recognizes the importance of effective and accurate communication between its personnel and the citizens of Macon-Bibb County. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit persons with LEP from accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations. Ensuring meaningful communication ability between Macon-Bibb County personnel and all segments of the Macon-Bibb County community serves the interest of both.

The purpose of this policy is to establish effective guidelines for communication with LEP persons in compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. Macon-Bibb County is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. Macon-Bibb County assures that no person shall on the grounds of race, color, national origin, gender, age, genetic information, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County-provided or County supported service, program, or activity. Macon-Bibb County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority populations. Accordingly, Macon-Bibb County will take reasonable steps to provide meaningful access to services for persons with LEP.

As a normal part of the conduct of county government, Macon-Bibb County has committed to ensuring that LEP citizens conducting business with Macon-Bibb County, participating in services provided by or supported by Macon-Bibb County, or appearing in judicial proceedings will be able to engage in those activities, where appropriate, while speaking languages other than English such as Spanish and Hindi. Macon-Bibb County is prepared to add other languages when they meet the required LEP threshold.
According to U.S. Census Bureau information estimates for 2011, Macon-Bibb County’s population is 156,433. Of that total, an estimated 3.1 percent is comprised of persons of Latino or Hispanic origin and 0.7 percent is of Asian Indian origin. An estimated 5.1% of Macon-Bibb County’s population speaks a language other than English at home. While Macon-Bibb County has not maintained data to formally document the frequency of contact by LEP persons with its services, there is some available information to support an estimate of frequency of contact by various Macon-Bibb County offices and departments. Generally, identification of any community where the LEP population equals either 1,000 individuals or 5 percent or more of the general population of the county, will automatically trigger the provision of language assistance services as a mandatory and normal part of operations. Macon-Bibb County is mindful of the growing Hispanic and Indian population in Georgia and Macon-Bibb County, and has committed to providing language assistance services when needed. In response to the needs of the Indian and Spanish-speaking population—the largest language-minority population served by Macon-Bibb County—various Macon-Bibb County agencies and departments have taken steps to provide language assistance services when LEP citizens have need of essential government services. These efforts include: (1) hiring of bilingual staff in the Macon-Bibb County Tax Commissioner’s tag office(s) and Bibb County Sheriff’s Office; (2) adhesion to the policies of the Administrative Offices of the Courts and/or the Georgia Supreme Court rules for use of interpreters for non-English speaking persons for judicial proceedings; (3) use of the Translation Station Personal Interpreter Service and/or Spanish-speaking advocates for persons with limited English proficiency by Macon-Bibb County Crisis Line & Safe House; (4) special scheduling of judicial proceedings where LEP citizens must appear and provision of qualified interpreters to LEP individuals for those proceedings; (5) availability of language identification flashcards in Macon-Bibb County departments; (6) provision of language access statements to inform LEP citizens of their rights; (7) posting of signs regarding language access rights at public counters and waiting areas; (8) translation of vital documents such as consent and intake forms; and (9) posting of language access information on Macon-Bibb County’s web site.

Where necessary, language assistance will be provided through use of competent bilingual staff, contracts or arrangements with certified interpreters and/or translators, or technology and telephonic interpretation services.

Macon-Bibb County employees will be provided notice of this policy and procedure, and staff that may have direct contact with LEP citizens will be trained on use of language identification materials and how to obtain an interpreter if needed.
MACON-BIBB COUNTY NOTICE OF LANGUAGE ACCESS RIGHTS

Macon-Bibb County will provide, at no cost to you, a qualified interpreter if you have limited proficiency with the English language and need assistance with conducting business with Macon-Bibb County or participating in services, programs, or activities provided or supported by Macon-Bibb County.

If you need an interpreter, you may but are not required to rely on your minor child(ren), other relatives, or friends who may be with you to serve as interpreter(s) to facilitate your business with Macon-Bibb County. A Macon-Bibb County staff member can assist you in obtaining an interpreter or interpretive services if you need assistance.

If you believe that you have been excluded from participation in, been denied the benefits of, or otherwise subjected to discrimination under any Macon-Bibb County service, program or activity, and believe that the discrimination is based upon race, color, national origin, gender, age, disability, genetic information, economic status or limited English proficiency, you have the right to file a complaint of discrimination. Complaints must be submitted within 180 days of the alleged discriminatory act (or latest occurrence) and presented in writing and may be filed with the Compliance Officer for Macon-Bibb County:

Doron Dvorak
Macon-Bibb County Compliance Officer
700 Poplar Street, 3rd Floor
(478) 751-7447

Individuals may also file complaints directly with the United States Department of Justice and/or United States Office of Equal Employment Opportunity and Diversity Programs (NEEO) within the 180 day time frame. The complaint should contain:

- Name, address, telephone number and signature of complainant;
- Facts and circumstances surrounding the alleged discrimination, including date of allegations and basis for complaint (i.e., race, color, national origin, gender, age, disability, etc.);
- Any names of persons, if known, that the investigator could contact for additional information to support or clarify the allegations;
- Corrective action being sought by the complainant.

Within fifteen (15) days after receipt of a written complaint, Macon-Bibb County's Compliance Officer will acknowledge receipt of the complaint and will investigate and make recommendations for a resolution of the complaint as appropriate.

Federal law prohibits a recipient of federal funds from retaliating against any person who has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing. Any complaints of retaliation should be directed immediately to Macon-Bibb County's Compliance Officer at 700 Poplar St, Macon, GA 31201.
AN ORDINANCE OF MACON-BIBB COUNTY COMMISSION TO REPEAL
CHAPTER 22, ARTICLE 1, SECTION 22-3 OF THE CODE OF ORDINANCES,
MACON-BIBB COUNTY, GEORGIA, KNOWN AS THE MACON-BIBB COUNTY
SCRAP TIRE ORDINANCE, SO AS TO ELIMINATE THE PROVISIONS OF THAT
SECTION; TO RENUMBER THE REMAINING SECTIONS; AND FOR OTHER
PURPOSES.

Section 1.

BE IT ORDAINED by the Mayor and Council of the City of Macon, Georgia, and it is
hereby so ordained by the authority of the same that Chapter 22, Article I, Section 22-3 of the
Code of Ordinances, Macon-Bibb County, Georgia is hereby repealed so as to eliminate the
Macon-Bibb County Scrap Tire Ordinance, and to renumber the remaining sections of Chapter
22 as appropriate.

Section 2.

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

Section 3.

In accordance with Sec. 1-4(c) of the Code of Ordinances of Macon-Bibb County,
Georgia, it is hereby ordained that the provisions of this Ordinance shall become and be made a
part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this
Ordinance may be renumbered to accomplish such intention.

Section 4.

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

Section 5.

In accordance with Sec. 1-7 of the Code of Ordinances of Macon-Bibb County, Georgia,
the repeal of this Ordinance shall not affect any punishment or penalty incurred before the repeal
took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for an
offense committed under the ordinance repealed.
Section 6.

This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED this _____ day of ___________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF MACON-BIBB COUNTY COMMISSION TO REPEAL CHAPTER 12, ARTICLE VI OF THE CODE OF ORDINANCES, MACON-BIBB COUNTY, GEORGIA, SO AS TO ELIMINATE THE PROVISIONS OF THAT ARTICLE; TO RENUMBER THE REMAINING ARTICLES; AND FOR OTHER PURPOSES.

Section 1.
BE IT ORDAINED by the Mayor and Council of the City of Macon, Georgia, and it is hereby so ordained by the authority of the same that Chapter 12, Article VI of the Code of Ordinances, Macon-Bibb County, Georgia is hereby repealed so as to eliminate the provisions of that Article, and to renumber the remaining Articles of Chapter 12 as appropriate.

Section 2.
The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 3.
In accordance with Sec. 1-4(c) of the Code of Ordinances, Macon-Bibb County, Georgia, it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, Macon-Bibb County, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 4.
All ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

Section 5.
In accordance with Sec. 1-7 of the Code of Ordinances, Macon-Bibb County, Georgia, the repeal of this Ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for an offense committed under the ordinance repealed.
Section 6.

This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED this ___ day of ____________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
COMMISSIONER ELAINE LUCAS TO THE CENTRAL GEORGIA JOINT
DEVELOPMENT AUTHORITY TO FILL THE UNEXPIRED TERM OF LONZY
EDWARDS; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same that pursuant to Section 6.2 of 1962 Ga.
Laws pages 233, as amended, Mayor Reichert's appointment of Commissioner Elaine Lucas to
fill the unexpired term of Lonzy Edwards on the Central Georgia Joint Development Authority
Authority.

SO RESOLVED this ___ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
WALT MILLER TO FILL THE VACANT POSITION ON THE INDUSTRIAL
AUTHORITY; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same that pursuant to Section 6.2 of 1962 Ga.
Laws pages 233, as amended, Mayor Reichert’s appointment of Walt Miller to the Industrial
Authority to fill the position left vacant due to the consolidation of Macon and Bibb County,
Georgia, and the elimination of the position of Chairman of the County Commission, said term
to expire on December 31, 2016, is hereby approved.

SO RESOLVED this ___ day of _____________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING ANDY AMBROSE, TONY LOWDEN, AND JUNE O'NEAL TO THE DR. MARTIN LUTHER KING, JR. COMMISSION; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that pursuant to Section 2.773 of the Macon-Bibb County Code of Ordinances, the Mayor's reappointments of Andy Ambrose, Tony Lowden, and June O'Neal to the Dr. Martin Luther King, Jr. Commission for terms of five (5) years each are hereby approved.

SO RESOLVED this ___ day of ____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
SHEILA A. THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING COLUMBUS WATKINS TO THE BOARD OF THE BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to O.C.G.A Sec. 49-3-2, the reappointment of Columbus Watkins to the board of the Bibb County Department of Family and Children Services is hereby approved.

SO RESOLVED this ___ day of ____________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________________
SHEILA A. THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING CURTIS COOPER TO THE ECONOMIC OPPORTUNITY COUNCIL (EOC); AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that pursuant to Section 2-712 of the Macon-Bibb County Code of Ordinances, the reappointment of Curtis Cooper to the Economic Opportunity Council for a term of two (2) years is hereby approved.

SO RESOLVED this ____ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA A. THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING ADAH MARIE ROBERTS, EVELYN H. ADAMS, CHRIS HOWARD AND REV. LEON WARD TO THE MACON-BIBB COUNTY LIBRARY BOARD OF TRUSTEES; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to Section 2-834 of the Macon-Bibb County Code of Ordinances, the appointments of Adah Marie Roberts, Evelyn H. Adams, Chris Howard, and Rev. Leon Ward to serve as members of the Macon-Bibb County Library Board of Trustees for a term of five (5) years each, said terms beginning on July 1, 2014, are hereby approved.

SO RESOLVED this _____ day of __________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: SHelia A. THurmond, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING STACY CARR TO THE BIBB COUNTY BOARD OF HEALTH; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to O.C.G.A. § 31-3-2, Mayor Reichert's appointment of Stacy Carr to the Bibb County Board of Health to fill the unexpired term of Nancy White is hereby approved.

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: 

SHELIA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING THE TABLE OF CONTENTS OF ARTICLE III CHAPTER 5, ENTITLED "DANGEROUS AND Vicious DOGS", OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY, GEORGIA TO CORRECT A SCRIVENER'S ERROR IN THE HEADINGS INDEX; AND FOR OTHER PURPOSES.

WHEREAS, Article III Chapter 5 of the Code of Ordinances of Macon-Bibb County, Georgia contains provisions regarding dangerous and vicious dogs; and

WHEREAS, during the drafting of the inaugural Macon-Bibb Code of Ordinances, Macon-Bibb County partnered with the Carl Vinson Institute of Government to assist with the preparation and merging of the Bibb County Code of Ordinances and the City of Macon Code of Ordinances; and

WHEREAS, during this time, Article III Chapter 5 was extensively revised to reflect current State law; and

WHEREAS, during this revision process, the Table of Contents for Article III Chapter 5 was not updated to reflect the substantive body of this Article and the headings contained in this Article are inconsistent with the provisions of said Article; and

WHEREAS, as such, the headings contained in the Table of Contents for Article III Chapter 5 need to be amended to reflect the information contained in the body of the Ordinance; and

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

Section 1

Article III of Chapter 5 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended by updating the headings contained in the Table of Contents to reflect the substantive information contained in the body of said Article, and said Table of Contents shall read as follows:

ARTICLE III. DANGEROUS AND VICIOUS DOGS

Sec. 5-25. Definitions.

Sec. 5-26. Investigation by dog control officer; notice to owner; hearing;
determination; review.

Sec. 5-27. Impoundment; euthanasia.
Sec. 5-28. Registration; requirements; annual renewal.
Sec. 5-29. Notification of a dangerous or vicious dog's being loose, attacking a person, or death; change of ownership.
Sec. 5-30. Restrictions on classified dog's presence off owner's premises.
Sec. 5-31. Grounds for confiscation of a dangerous or vicious dog.
Sec. 5-32. Penalties.

Section 2

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

Section 3

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

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

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

Section 4.

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

Section 5.

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this _____ day of _____________, 2014.

By:

______________________________
ROBERT A.B. REICHERT, Mayor

Attest:

______________________________
SHEILA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE OF THE MACON-BIBB COUNTY COMMISSION
AUTHORIZING THE COMMISSION TO ACCEPT TO AN AMERICANS WITH
DISABILITIES ACT TRANSITION PLAN, IN SUBSTANTIALLY THE SAME FORM
AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

Purpose: To accept an ADA Transition Plan.

WHEREAS, the Americans with Disabilities Act ("ADA") requires public entities with
50 or more employees to develop an ADA Transition Plan when structural changes to existing
facilities are necessary in order to make a program, service, or activity accessible to people with
disabilities; and

WHEREAS, the County of Macon-Bibb wishes to accept the attached ADA Transition
Plan.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Macon-Bibb county,
and it is hereby so resolved by the authority of the same that the Commission is authorized to
accept the Americans with Disabilities Act Transition Plan, in substantially the same form as
attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________
SHELIA THURMOND, CLERK OF COMMISSION
Macon-Bibb County Government

Americans' with Disabilities Act

Transition Plan

May 2014

Doron Dvorak
Compliance Officer Bibb County
601 Mulberry Street
Macon GA 31208
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Macon-Bibb County, Georgia
Americans with Disabilities Act
Transition Plan 2012

INTRODUCTION

The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute, which prohibits discrimination by public entities on the basis of disabilities. Title II of the ADA specifically addresses the subject of making Macon-Bibb County services, programs, activities and facilities accessible to any and all persons. With the advent of the Act, designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination.

The Act applies to all facilities, regardless of when they were constructed. As a necessary step to provide accessibility under the ADA, state and local governments, public entities and agencies are required to perform self-evaluations of their current facilities relative to the accessibility requirements of the ADA. The agencies are then required to develop a Transition Plan, to address any deficiencies and ensure program accessibility including by achieving the following:

1. Identifying any physical or program barriers;
2. Describing the methods to be used to make the facilities accessible;
3. Provide a schedule for making the access modifications; and,
4. Identify the public officials responsible for implementation of the Transition Plan.

PROGRAM ACCESSIBILITY

Program accessibility means that, when viewed in its entirety, each program is readily accessible to, and usable by, individuals with disabilities. Program accessibility is necessary not only for individuals with needs related to mobility disabilities, but also to individuals with needs related to speech, cognitive, vision, and hearing disabilities. The following are simply a few examples of barriers to accessibility:

1. Physical obstacles that limit the accessibility of facilities to individuals with disabilities including parking, path of entry/travel, doors, service counters and restrooms;

2. Programmatic obstacles that limit the accessibility of facilities to individuals with disabilities including building signage, customer communication and interaction, access to public telephones, emergency notifications, alarms, visible signals, communication via internet, public meetings, telephones, and participation opportunities for events sponsored by the county.

The Transition Plan is required to be updated periodically until all accessibility barriers are removed.
PURPOSE

The purpose of this plan is to ensure that the citizens of Macon-Bibb County are provided full access to County programs and facilities in as timely a manner as is reasonably possible. Macon-Bibb County's Commission and staff believe that the ability to accommodate disabled persons is essential to good customer service, and to the quality of life that Macon-Bibb County's residents enjoy, as well as for effective governance.

This Transition Plan has been prepared after a careful study of Macon-Bibb County's programs and facilities. The County, in preparing this document, has received input from citizens as well as from the Macon-Bibb County Commission and various county personnel. Responsibility for the implementation of this plan will rest with the County Compliance Officer under the auspices of the County Attorney.

STATEMENT OF ACCESSIBILITY

Macon-Bibb County shall make reasonable modifications in programs and facilities when the modifications are necessary to avoid discrimination on the basis of disability, unless the County can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity or be a direct threat to the health, and safety of others. Macon-Bibb County will not place surcharges on individuals with disabilities to cover the cost involved in making programs accessible.

BASELINE CONDITIONS

Each of the County's facilities will be reviewed in light of several "baseline" conditions, including:

1. Access to parking and entry into the facilities themselves;
2. Access to a clear distinct path of travel;
3. Access to programs and services themselves;
4. Access to public areas and restrooms; and
5. Access to related amenities.

CRITERIA FOR DETERMINING EXISTENCE OF IMPEDIMENT

Criteria will be established to determine whether correction action needs to be taken at a particular facility. These criteria include, but are not limited to:

1. The nature of unique programs or services. Some facilities and sites are the only location at which a particular program or service may be provided;
2. Facilities already in compliance with ADA accessibility guidelines. None of the County's facilities were constructed or underwent major renovations after the effective date of the ADA;
3. Ability to relocate programs from one facility to another accessible facility. Because the County offers special programs and services at more than one location, consideration was given to distribution of the special programs and services when viewed in their entirety;
4. Current state of accessibility. The current condition of each facility in terms of barriers already removed, or planned to be removed, will be identified by County administration;
5. Cost. The cost of alternatives to physical barrier removal versus the cost of an alternative corrective action plan; and public use.
6. Population served. The population served by a particular program service and whether the public can obtain service from an alternative County location.
ROAD PROJECTS

Macon-Bibb County maintains roads and bridges in all areas of the county, including those which are largely rural areas. All intersections and bridges are designed and maintained as governed by the Georgia Department of Transportation’s rules and regulations.

CONCLUSION

Macon-Bibb County is taking the actions outlined above and will continue to look for and timely remedy barriers to access in an effort to ensure that the disabled citizens of Macon-Bibb County have full access to the County's programs, services and activities.
**PROPERTY LIST**

The following is a list of Macon-Bibb County property. An assessment of each of the County’s physical facilities will be conducted in conjunction with the execution of this plan. Deficiencies in the County’s physical features of facilities that diminish the ability of disabled persons to benefit from the County’s services and facilities will be identified. A correction plan or other course of action will be noted for each deficiency, along with a schedule for completion of the correction in the action log which also follows.

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>YEAR BUILT</th>
<th>OBSTACLES</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Enforcement Center</td>
<td></td>
<td>Very little public access, TTY phones were lacking.</td>
<td>668 Oglethorpe St. Macon, GA 31201</td>
</tr>
<tr>
<td>Law Enforcement Center Jail/Maintenance</td>
<td></td>
<td>No public access</td>
<td>668 Oglethorpe St. Macon, GA 31201</td>
</tr>
<tr>
<td>Annex (Courthouse)</td>
<td></td>
<td>No electronic switches for handicap access or motion sensors to open doors.</td>
<td>609-17 Mulberry Street Macon, GA 31201</td>
</tr>
<tr>
<td>Peacock Building</td>
<td></td>
<td></td>
<td>175 Emery Highway Macon, GA 31201</td>
</tr>
<tr>
<td>Department of Family and Children Services</td>
<td></td>
<td>Under State supervision</td>
<td>456 Oglethorpe Street Macon, GA 31201</td>
</tr>
<tr>
<td>House</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Locker Room</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Building</td>
<td></td>
<td></td>
<td>639-661 Mulberry Street Macon, GA 31201</td>
</tr>
<tr>
<td>Engineering Annex</td>
<td></td>
<td>Handicap ramps, needed, along with switches for wheel chair access.</td>
<td>760-780 Third Street Macon, GA 31201</td>
</tr>
<tr>
<td>Fire Station # 108</td>
<td></td>
<td>No public access</td>
<td>7100 Peaks Road North Macon, GA 31201</td>
</tr>
<tr>
<td>Maintenance Warehouse (LEC)</td>
<td></td>
<td>No public access</td>
<td>1030 Second Street Macon, GA, 31201</td>
</tr>
<tr>
<td>Carver School Bldg.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Law Enforcement Center Gas Pump/Island 2 Pump 4 Station</td>
<td></td>
<td>No public access</td>
<td>652 Hazel Street Macon, GA 31201</td>
</tr>
<tr>
<td>Law Enforcement Center Car Wash Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Law Enforcement Center Inmate Service Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage Allied Industrial Park</td>
<td></td>
<td>Closed to all access</td>
<td>600 Guy Paine Road Macon, GA 31201</td>
</tr>
<tr>
<td>Fire Station #104</td>
<td></td>
<td>No public access</td>
<td>5898 Mt. Pleasant Church Road Macon, GA 31201</td>
</tr>
<tr>
<td>Fire Station #103</td>
<td></td>
<td>No public access</td>
<td>5077 Northside Drive Macon, GA 31210</td>
</tr>
<tr>
<td>Special Ops Building</td>
<td></td>
<td>No public access</td>
<td>704 Hawthorne Street Macon, GA 31201</td>
</tr>
<tr>
<td><strong>Facility</strong></td>
<td><strong>Description</strong></td>
<td><strong>Address</strong></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>Sanitation Building</td>
<td>Most structures are no open to public, but sensors for doors for wheelchairs should be in place.</td>
<td>4520 Knight Road Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Radio Transmitter Building Bldg.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shop Bldg. Personal Property</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Bldg. Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eng. Insp Office Tanks &amp; Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Storage Bldg.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Storage &amp; Warehouse Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500 Sq. Ft. Metal Utility Bldg.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detoxification Center</td>
<td></td>
<td>3575 Fulton Mill Road Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Residential Dwelling</td>
<td>No public access</td>
<td>3296 Kingston Court Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Sam Hart Community Center</td>
<td>Access to fields obstructed by grass and over growth. But handicap ramps are in place in only single floor structure.</td>
<td>3283 Kingston Court Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Fire Station #101</td>
<td>No public access</td>
<td>2303 Weaver Road Macon, GA 31202</td>
<td></td>
</tr>
<tr>
<td>M/B Health Department Building</td>
<td></td>
<td>171 &amp; 171A Emery Hwy. Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Tag Office Farmers Market</td>
<td>Ramps, and sensors lacking. Parking not an issue TTY phones missing.</td>
<td>2055 Eisenhower Parkway Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>William P. Randall Building</td>
<td></td>
<td>653-655 Second Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Fire Station # 106</td>
<td>No public access</td>
<td>Price Road Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Picnic Shelter</td>
<td></td>
<td>Lake Tobsoskee-Sandy Beach-Thomaston Rd Macon, GA 31202</td>
<td></td>
</tr>
<tr>
<td>Restroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gatehouse</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concession Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upper Pavilion Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ranger's Residence Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Storage Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Storage Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Picnic Shelter</td>
<td></td>
<td>Lake Tobsoskee-Flint Rock-Thomaston Rd Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Access</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>----------</td>
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<td></td>
</tr>
<tr>
<td>Picnic Shelter</td>
<td>No public access</td>
<td>Jones Road Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Restroom</td>
<td>No public access</td>
<td>1-16 Industrial Park Firing Range Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Radio Transmitter Building</td>
<td>No public access</td>
<td>Highway 49 Fairway Drive Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Henderson Stadium</td>
<td>No public access</td>
<td>2171 Anthony Road-Henderson Stadium Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Sheriff Precinct</td>
<td>No public access</td>
<td>8097 Thomaston Road Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Fire Station #105</td>
<td>No public access</td>
<td>Lizella Road Lizella, GA 31052</td>
<td></td>
</tr>
<tr>
<td>Traffic Engineering Building</td>
<td>Oak Street &amp; MLK Blvd-Regional Transportation Center Macon, GA 31201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Of Elections</td>
<td>2445 Fio Nono Avenue Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Extension Office</td>
<td>736 Riverside Drive Macon, GA 31201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheriff's Drug Unit Building</td>
<td>No public access</td>
<td>650 Hazel Avenue Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>New Detention Center</td>
<td>No public access</td>
<td>645 Hazel Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>South Macon-Bibb County Library</td>
<td>6504 Houston Road Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office; Ste 206, 207,208</td>
<td>Evans Bldg.; 109 South Camellia Blvd., Suite 207 Fort Valley, GA 31030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Precinct</td>
<td>3504 Jefferson Road Macon, GA 31201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forestry Office</td>
<td>No public access</td>
<td>5253 Columbus Road Macon, GA 31206</td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>No public access</td>
<td>1120 Second Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>No public access</td>
<td>1065 Third Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Church &amp; Administrative Office</td>
<td>No public access</td>
<td>1080 Second Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Accessibility</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>--------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Administrative Office</td>
<td>No public access</td>
<td>598 Oglethorpe Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>GBI Building/Macon Regional Drug Enforcement Office</td>
<td>General</td>
<td>1019 Second Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Old Insurance Building</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>634 Oglethorpe Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Animal Shelter</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>11th Street, Animal Shelter Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Animal Shelter Barn</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>920 11th Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Scale</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>1283 Adams Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Weigh Station</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>391 Monroe Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Landfill Shop</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>1283 Adams Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Mulching Station</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>391 Monroe Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Loc 4-Senior Citizens Center</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>1283 Adams Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Booker T. Washington Park</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>391 Monroe Street Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Luther Williams Ballpark Grandstand Office @ CC Park</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Poultry Barn</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Horse Barns (3)</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Parks And Rec Administration</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Cattle Barn</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Livestock Area</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Hog Barn</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Round Exhibition Bldg.</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>AG Industrial Bldg.</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Exchange Club Office</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Restrooms</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Old License Office Bldg.</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>2 Main Gates Bldg.</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Engineering Shop</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Exchange Club Concession</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Gazebo</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Picnic Shelter</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Recreational Softball</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Balls Lights</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Scoreboards</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Bleachers/Shelter</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>EMA</td>
<td>Streets need regarding for wheel chair access and walking.</td>
<td>Willie Smokey Glover Dr Macon, GA 31201</td>
<td></td>
</tr>
<tr>
<td>Memorial Park Recreation Ball Park Lights</td>
<td>2465 Second Street Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memorial Park Recreation Center</td>
<td>2465 Second Street Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ball Park Lights</td>
<td>Needs more wheel chair access, pool ramps, 4115 Lyons Place Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scoreboard</td>
<td>Needs more wheel chair access, pool ramps, 4115 Lyons Place Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Macon Recreation Center</td>
<td>Needs more wheel chair access, pool ramps, 4115 Lyons Place Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concession Stand @ Bloomfield</td>
<td>Needs more wheel chair access, pool ramps, 4115 Lyons Place Macon, GA 31206</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Location 67 Shelter | Roff Road  
| Location 68 Shelter | Macon, GA 31204  
| Location 69 Shelter |  
| Local 70 Concession Stand |  
| Location 71 Restrooms |  
| Location 72 Bleacher Covers |  
| Location 73 Recreation Center |  
| Recreation Centers @Frank Johnson | 2227 Mercer Univ/Pio Nono Ave; Unionville Macon, GA 31204  
| Shelter @ Frank Johnson |  
| Call Lights @ Frank Johnson |  
| Score Board @ Frank Johnson |  
| Recreation Center | 3326 Ocmealge East; East Macon Park Macon, GA 31217  
| Shelter |  
| Ball Lights |  
| Scoreboard |  
| Concessions/Score Building |  
| Bleachers W/Awning |  
| Restrooms At Tennis Center | 1155 College Street; Tattnall Square Tennis Center Macon, GA 31201  
| Shelter At Tennis Center |  
| Tennis Center |  
| Lights At Tennis Center |  
| John Drew Tennis | North Ingle Place Macon, GA 31210  
| Lights | 1211 Maynard Street Macon, GA 31211  
| Rosa Jackson Center |  
| Freedom Park Recreation Center Building | 3301 Roff Road Macon, GA 31201  
| Shelter #1 @ Freedom Park |  
| Restrooms @ Freedom Park |  
| 4 Restrooms @ Morgan Field Building |  
| Restrooms @ Freedom Park |  
| 4 Restrooms @ Morgan Field Building |  
| Canopy And Bleachers @ Morgan Field Building |  
| Concession Stand @ Morgan Field |  
| Shelter #2 @ Freedom Park |  
| Sensors on doors and possibly a TTY phone. |  

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelter #3 @ Freedom Park</td>
<td>1110 Eastview Avenue Macon, GA 31201</td>
</tr>
<tr>
<td>Concession Stand @ Freedom Park</td>
<td></td>
</tr>
<tr>
<td>Restrooms @ Freedom Park</td>
<td></td>
</tr>
<tr>
<td>Bleacher Covers @ Freedom Park</td>
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<td>Ball Lights @ Freedom Park</td>
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<td>Scoreboards @ Freedom Park</td>
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<tr>
<td>Concession Stand @ Vine Ingle Building</td>
<td>Oglethorpe Street Macon, GA 31201</td>
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<tr>
<td>Little League Shelters @ Vine Ingle Little Building</td>
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<td>Restrooms @ Vine Ingle Little Building</td>
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<td>Eastview Police Precinct</td>
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<td>Location 106 Concession Stand</td>
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<td>Location 107 Bleacher Cover</td>
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<td>Location</td>
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<td>North Ingle Place</td>
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<td>Bowden Clubhouse</td>
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<td>Rose Hill Cemetery</td>
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<td>Medical Dispensary</td>
<td>Lower Poplar St</td>
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<td>Fort Hawkins</td>
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<td>Lewis B Wilson AP</td>
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<td>Police Training Building</td>
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<td>Doc Hardy Building (Public Works)</td>
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<td>Central Services Shop</td>
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<td>Fire Training Center</td>
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<td>Fire Station # 2</td>
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<td>Fire Station # 3</td>
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<td>Fire Station # 5</td>
<td>2825 Second St</td>
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<td>Fire Station # 6</td>
<td>525 Pio Nono Ave</td>
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<td>Fire Station # 7</td>
<td>1111 Rocky Creek Rd</td>
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<td>Fire Station # 8</td>
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<td>3020 Riverside Dr.</td>
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<tr>
<td>Fire Station # 12</td>
<td>5565 Bloomfield Rd.</td>
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MACON-BIBB COUNTY GOVERNMENT

NONDISCRIMINATION STATEMENT, GRIEVANCE PROCEDURE & EFFECTIVE COMMUNICATIONS POLICY

Pursuant to the Americans with Disabilities Act of 1990,


In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the ADA Amendments Act of 2008, Macon-Bibb County will not discriminate against qualified individuals on the basis of disability in the areas of employment, public accommodations, State and local government services, and telecommunications. Subtitle A of Title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of State and local governments. Consistent with the final rule, Macon-Bibb County has designated an employee to be responsible for the implementation of its ADA Transition Plan and adopted a grievance procedure for those individuals wishing to file a grievance.

Section 35.170 provides that any individual who believes that he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by a public entity may, personally or through an authorized representative, file a complaint under this part within 180 days of the date of the alleged discrimination. Filing the complaint with any Federal agency will satisfy the requirement for timely filing.

Macon-Bibb County has designated an employee of the Macon-Bibb County Attorney's Office to coordinate its efforts to comply with and carry out its responsibilities under subtitle A, including investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part;

Doron Dvorak, Compliance Officer
Macon-Bibb County Commission
700 Poplar Street
Macon, Georgia 31201
478-751-7447
ddvorak@maconbibb.us
FILING A COMPLAINT:

Complaints should be addressed to Doron Dvorak, Compliance Officer, 700 Poplar Street, Macon, Georgia 31201.

A complaint should be filed in writing, contain the name and address of the person filing it, and briefly describe the alleged violation. If the complainant wishes to have an in person meeting in order to file their complaint verbally, an appointment should be made with the Compliance Officer by calling 478-751-7447. A complaint should be filed within 180 days after the complainant becomes aware of the alleged violation.

An investigation, as may be appropriate, shall follow the filing of a complaint. The investigation will be conducted by the Macon-Bibb County Compliance Officer, or an appropriate designee. Any such investigation shall be informal but thorough and, shall afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

- A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Compliance Officer, or an appropriate designee and a copy forwarded to the complainant no later than 30 days after the conclusion of the investigation.
- The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person’s pursuit of other remedies such as the filing of an ADA complaint with the responsible Federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- These procedures shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards and to assure that Macon-Bibb County complies with the ADA and the implementing regulations.

In addition to, or in lieu of, filing a complaint with Macon-Bibb County’s Compliance Officer, an individual may submit a written complaint to a Federal agency within 180 days of the date of the alleged violation. Complaints filed with the Department of Justice may be sent to the U.S Department of Justice, Civil Rights Division, Coordination and Review Section, P.O. Box 66118 Washington, D.C. 20035-6118. Complaints may also be filed with the U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, D.C. 20201.

Any citizen who elects to first file a complaint with Macon-Bibb County’s Compliance Officer is advised that the above 180-day deadline for filing a written complaint with a Federal agency still applies.

In compliance with the ADA and related laws and regulations, Macon-Bibb County will ensure that communications with individuals who have hearing, speech, vision, communication, and cognitive limitations are as effective as communications with others in the delivery of its programs, services, and activities. Upon the request of a qualified individual with hearing, vision, speech or cognitive limitations, Macon-Bibb County will furnish appropriate auxiliary aids and services where necessary to afford equal opportunity to participate in and have access to Macon-Bibb County programs, services, and activities to persons so limited.

A qualified individual who anticipates participation in any Macon-Bibb County program, service, or activity should make a request for an auxiliary aid or service within 48 hours of the time the aid or service is needed. The qualified individual’s authorized representative may make the request for aid or service on behalf of the qualified individual. Macon-Bibb County may make reasonable requests for documentation regarding the disability and the appropriateness of, or need for, a specific auxiliary aid. Macon-Bibb
County will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid or service will not be based on any generalized rules or broad policies, but may include evaluation of whether another equally effective means of communication is available.

Auxiliary aids and services may include:

1. Information presented in visual formats produced in 18 point print
2. Audio tape format
3. Braille for visually impaired qualified readers
4. Telecommunications devices for the hearing or speech impaired
5. Telephone handset amplifiers
6. Assistive listening devices
7. Qualified sign language interpreters for hearing impaired or deaf individuals
8. Computer-aided real time reporting
9. Illustrative communications for individuals with cognitive disabilities
10. Audio tapes
11. Computer disks

**ADA PLAN OF ACTION**

Through this action plan, the following will be addressed:

a. Identify physical obstacles in facilities that limit the accessibility of Macon-Bibb County’s programs, services, or activities to people with disabilities;

b. Describe in detail the methods Macon-Bibb County will use to make facilities accessible;

c. Provide a schedule for making access modifications;

d. Provide a yearly schedule for making the modifications if the transition plan is more than one year in duration; and

e. Indicate the name of the official who is responsible for implementing the transition plan.

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<th>FACILITY</th>
<th>TIME</th>
<th>CORRECTIONS TO BE DONE</th>
<th>ADDRESS</th>
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<td>Law Enforcement Center</td>
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<td>668 Oglethorpe St. Macon, GA 31201</td>
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<td>Law Enforcement Center Jail/Maintenance</td>
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<td>668 Oglethorpe St. Macon, GA 31201</td>
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<td>Annex (and Courthouse)</td>
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<td>Retrofit of existing elevators, constant review of measures relative to historic nature of building.</td>
<td>609-17 Mulberry Street Macon, GA 31201</td>
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<td>Peacock Building</td>
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<td>175 Enery Highway Macon, GA 31201</td>
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<td>Department of Family and Children Services</td>
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<td>456 Oglethorpe Street Macon, GA 31201</td>
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<td>639-661 Mulberry Street Macon, GA 31201</td>
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<td>Description</td>
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<td>Engineering Annex</td>
<td>2013</td>
<td>Increased flow and access due to ramp placement, and regarding to remove obstacles to mobility in new construction.</td>
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<td>Law Enforcement Center Inmate Service Building</td>
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<td>Gatehouse</td>
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<td>• Village Green Park</td>
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<td>• James Williams Jr Park</td>
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<td>Becky Cummings Park</td>
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ACTION STEPS FOR TRANSITION PLAN

The action plan shall be executed as follows:

1. Identify staff and/or consultants to review each facility for compliance. The Compliance Officer should be the lead staff member in the development and implementation of the transition plan so that efforts to achieve and maintain accessibility can be effectively coordinated and to ensure balance in the transition plan between programs and services, buildings and facilities, as well as pedestrian right-of-way facilities. An advisory group will assist the Compliance Officer in the development and implementation of the transition plan. Macon-Bibb County may retain a consultant to assist with the transition plan, if deemed necessary.

2. Establish a public involvement process by which members of the community who are disabled and others will participate. The advisory group/task force should also include private citizens or representatives of other agencies with various forms of disabilities, or who will be affected by the transition plan to ensure that sure all needs are considered.

3. Identify all facilities used by each of Macon-Bibb County’s programs and services. With respect to pedestrian right-of-way facilities in particular, include an inventory and/or map of roads/streets, sidewalks, intersections that would require accessibility improvement.

4. Map out the usage and specialized features of each county facility. This includes walkways and approaches to each facility from parking lots, bus stops and other transportation; doors and entrances; restrooms; vertical access (elevators and stairways); drinking fountains; play and picnic areas in parks; etc.

5. Choose a survey “tool” or list of standards. This must include evaluating for access by wheelchair users and other mobility-impaired persons who would require the use of curb ramps. The recipient can also evaluate for access for visually, hearing and cognitively impaired people, if the transition plan also incorporates sidewalks, accessible pedestrian signals or other pedestrian facilities besides curb ramps.

6. Incorporate Macon-Bibb County’s capital improvement plans since new construction and planned alterations to pedestrian facilities may result in the incorporation of accessible features more easily and less expensively.

7. Identify funding and time frames.
ELEMENTS OF THE TRANSITION PLAN

Name, title, office address, phone number, and email address of Macon-Bibb County official responsible for the coordination, development, and implementation of the Transition Plan:

Doron Dvorak, Compliance Officer
Macon-Bibb County Attorney’s Office
700 Poplar Street
Macon, Georgia 31201
478-751-7447
ddorfak@maconbibb.us

Advisory committee members’ names, titles, and addresses:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Schedule or work plan for steps to be taken to develop and implement Macon-Bibb County’s Transition Plan:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
TITLE II OF THE AMERICANS WITH DISABILITIES ACT
SECTION 504 OF THE REHABILITATION ACT OF 1973
DISCRIMINATION COMPLAINT FORM

Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on page 3.

Your Name: __________________________________________

Address: __________________________________________

City, State and Zip Code: ______________________________

Telephone: _________________________________________

Home: _____________________________________________

Business: __________________________________________

Person Discriminated Against: ___________________________
(if other than the person making the complaint)

Address: __________________________________________

City, State and Zip Code: ______________________________

Telephone: _________________________________________

Home: _____________________________________________

Business: __________________________________________
Government, or organization, or institution which you believe has discriminated:

The Entity/Person: ____________________________________________

Address: __________________________________________________

City, State and Zip Code: ______________________________________

Telephone:

Home: ______________________________________________________

Business: __________________________________________________

When did the discrimination occur? Date: ______________________

Describe the acts of discrimination providing the name(s) where possible of the individuals who discriminated ___________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

(Use space of Pg. 3 if necessary or attach your written statement to this application).

Have efforts been made to resolve this complaint through the internal grievance procedure of the government, organization, or institution? Yes _____ No _____

If yes: what is the status of the grievance?

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court? Yes _____ No _____
If yes:
Agency or Court: 
Contact Person: 
Address: 
City, State, and Zip Code: 
Telephone Number: 
Date Filed: 

Do you intend to file with another agency or court? Yes _____ No _____

If yes:
Agency or Court: 
Contact Person: 
Address: 
City, State, and Zip Code: 
Telephone Number: 
Date Filed: 

Additional space for answers:

________________________________________
________________________________________

Signature: 
Date: 
Return to: 

Doron Dvorak, Compliance Officer  
Macon-Bibb County Attorney's Office  
700 Poplar Street  
Macon, Georgia 31201  
478-751-7447  
ddvorak@maconbibb.us
ADA Transition Plan Form for Evaluation

Name of person completing this form:

Title: ______________________________ Date: ______________________________

Name and address of facility: ________________________________________________

Necessary structural changes (list features and how each is inaccessible):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Type of action to be taken:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Person responsible for overseeing action:

Projected date to initiate action:

Projected date to complete action:

Projected cost to complete project:
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH GEORGIA
GAS DISTRIBUTORS, INC. FOR THE CONTINUED OPERATION OF THE PROpane
DISTRIBUTION AND STORAGE FACILITY LOCATED AT 1122 SEVENTH STREET,
IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”;
AND FOR OTHER PURPOSES.

WHEREAS, on or about July 1, 2003, the former City of Macon entered into an
Agreement with Georgia Gas Distributors, Inc. (hereinafter “Georgia Gas”) for the installation
and operation of a propane distribution and storage facility, which is currently located at 1122
Seventh Street; and

WHEREAS, the initial term of this agreement was for ten (10) years, and said agreement
terminated on or about June 30, 2013; and

WHEREAS, since the end of said agreement, Georgia Gas has continued to operate the
facility and pay the appropriate fees to the City, and following consolidation of the City of
Macon and Bibb County, has paid the appropriate fees to Macon-Bibb County; and

WHEREAS, Georgia Gas now wishes to renew this agreement under the same terms and
conditions as the original agreement, with said renewal being for a two (2) year period with
automatically renewals of two (2) year periods to follow; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute
an agreement of extension with the Georgia Gas Distributors, Inc. for the continued operation of
the propane distribution and storage facility located at 1122 Seventh Street.

SO RESOLVED this ______ day of ____________, 2014.

By: __________________________
    ROBERT A.B. REICHERT, Mayor

Attest: _________________________
       SHELIA THURMOND, Clerk of Commission

(Seal)
EXHIBIT A
AGREEMENT OF EXTENSION

STATE OF GEORGIA
COUNTY OF MACON-BIBB

“Georgia Gas – Propane Fuel Tank”

This AGREEMENT OF EXTENSION (hereafter “Extension”) is entered into this ______ day of ____________, 2014, and is made effective post-factum as of the 1st day of July, 2013 by and between Macon-Bibb County, a political subdivision of the State of Georgia and as successor in interest to the former City of Macon (hereinafter “County”), and Georgia Gas Distributors, Inc. (hereinafter “Georgia Gas”), a Georgia corporation.

WITNESSETH

WHEREAS, the former City of Macon and Georgia Gas previously entered into a propane distribution agreement dated July 1, 2003 that ended on June 30, 2013 (hereinafter “Lease Agreement”); and

WHEREAS, on or about June 30, 2013, the former City of Macon and Georgia Gas verbally agreed to extend the Lease Agreement and add options to further renew the Lease Agreement for consecutive two (2) year terms; and

WHEREAS, this Extension memorializes the verbal agreement made to extend the Lease Agreement and add options to further renew the Lease Agreement for consecutive two (2) year terms that took place on or about June 30, 2013; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, County and Georgia Gas hereby agree as follows:

1. The Lease Agreement is hereby extended and shall continue for an additional term of two (2) years (hereinafter “Extended Term”) from the termination date under the Lease Agreement. The Extended Term shall end on June 30, 2015, unless terminated at an earlier date pursuant to

---

1 A copy of the original Lease Agreement entered into on July 1, 2003 has been attached hereto as Exhibit “A”.

---
the provisions of the Lease Agreement or pursuant to federal or state rule or regulation or extended further by the option granted in Section 2 of this Extension.

2.

The Lease Agreement shall be automatically extended for an additional two (2) year period at the end of the Extended Term. Automatic extensions shall continue every two (2) years thereafter until the Lease Agreement is terminated by either of the Parties. County or Georgia Gas may terminate the automatic extensions by written notice to the other party at least six (6) months prior to the extension date.

3.

County and Georgia Gas agree and affirm that the terms and conditions of the Lease Agreement have remained in full force and effect from the effective date of the Lease Agreement until the date of execution of this Extension and hereby waive any right to claim the Lease Agreement terminated at any time between the original effective date of the Lease Agreement and the date of execution of this Extension.

4.

Except as expressly amended and supplemented by the Extension, the Lease Agreement shall continue to remain in full force and effect and County and Georgia Gas hereby ratify and confirm the terms and conditions of the Lease Agreement.

5.

This Extension may be supplemented, amended, or modified only by the mutual agreement of County and Georgia Gas, which agreement must be in writing and signed by both parties.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement of Extension to be executed by their duly authorized officers as indicated by the signatures below.

On Behalf of Macon-Bibb County:

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

Attest: ___________________________ Date
        Shelia Thurmond, Clerk of Commission

On Georgia Gas Distributors, Inc.:

By: ___________________________ Date
    Gerald E. Misci, President of Georgia Gas

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

__________________________________________ (Notary Seal/Stamp)
Signature of Notary Public

Page 3 of 3
AGREEMENT

This Agreement is made and entered into this ___ day of ___/___/___, 2003 by and between the City of Macon, Georgia, a municipal corporation of Bibb County, Georgia, (hereinafter referred to as “City”), and Georgia Gas Distributors, Inc., a Georgia corporation (hereinafter referred to as “Georgia Gas”).

WITNESSETH:

WHEREAS, the City wishes to store and distribute propane fuel at its Vehicle Maintenance facility located at 1122 Seventh Street, Macon, Georgia, (hereinafter referred to as the “Site”) for its own use and for the use of certain other parties; and

WHEREAS, Georgia Gas wishes to facilitate such storage and distribution by installing a propane storage and dispensing facility (hereinafter, the “Facility”) at the Site.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy which are expressly acknowledged, the City and Georgia Gas, each intending to be legally bound, do hereby mutually agree as follows:

1. Term. The term of this agreement shall be from ___/___/___, 2003 to ___/___/___, 2013.

2. Georgia Gas will install at its own expense the Facility at the Site, at no expense to the City. The facility will have at least an 18,000 gallon storage capacity for propane fuel and will include a commercial dispenser for such fuel. The Facility will have the capability of fueling two or more vehicles simultaneously and will contain a state of the art computer system that accepts a wide variety of credit cards to include Wright Express as well as other cards.
The Facility will allow controlled public access and self service for City and other vehicles and is valued at at least $65,000.

3. Georgia Gas will retain ownership of the Facility. Georgia Gas will be responsible for the maintenance and service of the Facility and keeping it in good and safe condition, and will provide training to authorized users of the Facility, all at its own expense. Georgia Gas will retain ownership of the propane inventory maintained at the Facility.

4. The City will provide electrical support for the refueling Facility and appropriate crash protection barriers.

5. Billing. The City will pay only for propane dispensed for City use. Other customers will be billed directly by Georgia Gas and the City shall have no liability for charges for propane dispensed to other users. Georgia Gas will provide fleet management information to all customers, including the City, and will bill them on a monthly basis.

6. Pricing. Georgia Gas will sell propane at the Facility for cost (including appropriate taxes) plus 30 cents ($0.30) per gallon (the “Georgia Gas Markup”). After one year from the date of execution of this Agreement, and annually thereafter, if an average of at least 5000 gallons of propane per month is not sold at the Facility, the parties will renegotiate the amount of the Georgia Gas Markup. In addition, for non-City customers at the Facility, Georgia Gas will charge an additional service fee to be remitted to the City (the “City Service Fee”) within thirty (30) days of its receipt by Georgia Gas. The City will determine the amount of the City Service Fee for each non-city customer and shall inform Georgia Gas of the amount.

7. Termination. After one year, this Agreement may be terminated by either party upon sixty (60) days’ notice to the other. Upon the expiration of the Term or any other termination of this Agreement, Georgia Gas shall remove the Facility from the Site within thirty (30) days, leaving the affected area of the Site in the same condition as it was before the Facility was put in place, normal wear and tear excepted, and the insurance policies required in paragraph 9 of this Agreement shall remain in place until the Facility is safely removed from the Site.
8. **Indemnification.** Georgia Gas shall indemnify and save harmless the City and the City’s officers and employees from all liability and expense; including but not limited to reasonable attorneys’ fees, on account of any and all damages, claims or actions, including injury to and death of persons or damage to property arising from any act or omission of Georgia Gas in connection with the presence, maintenance or operation of the Facility.

9. **Insurance.**

   (a) **Types and Limits:** Georgia Gas shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

   i. Worker’s Compensation insurance meeting applicable statutory requirements with minimum limits of One Hundred Thousand Dollars ($100,000) for each accident.

   ii. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

   iii. Any and all vehicles brought by Georgia Gas onto the Site will be insured consistent with the requirements of State law for motor vehicle insurance.

   (b) **Named Insureds:** The Commercial General Liability Policy shall name the City and its respective officers, employees and agents as their respective interests may appear as additional insureds (herein referred to as the “Additional Insureds”).

   (c) **Evidence of Insurance:** Certificates of insurance for each insurance policy required to be obtained by Georgia Gas in compliance with this paragraph shall be filed and maintained with the Risk Manager of the City annually during the term of this Agreement.

   (d) **Insurance Companies:** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business in the State of Georgia. All insurance carriers shall be rated B+ or better by A.M. Best Company.
(e) **Deductibles:** All insurance policies may be written with deductibles, not to exceed fifty thousand dollars ($50,000) unless approved in advance by City. Georgia Gas agrees to indemnify and save harmless City, the Indemnitees and Additional Insureds from and against the payment of any deductible and from payment of any premium on any insurance policy required to be furnished by this Agreement.

(f) **Contractors:** Georgia Gas shall require that each and every one of its contractors and their subcontractors who perform work on the Site or the Facility carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Georgia Gas is required to obtain under the terms of this paragraph with appropriate limits of insurance.

10. **Notices.** All correspondence and notices required under this Agreement are to be addressed to the City at:

   Director of Vehicle Maintenance  
P.O. Box 247  
Macon, Georgia 31202-0247

To Georgia Gas at:

   Georgia Gas Distributors  
6000 Lake Forrest Drive, N.W.  
Suite 230  
Atlanta, Georgia 30328

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

12. **Headings.** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

13. **Governing Law.** This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Georgia.

14. **Severability.** The invalidity of any portion, provision or paragraph of this Agreement shall not affect or render invalid any other portion, provision or paragraph of this Agreement.
5. This Extension may be supplemented, amended, or modified only by the mutual agreement of City and Georgia Gas, which agreement must be in writing and signed by both Parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, City and Georgia Gas hereby accept the terms of this Agreement effective as of the 1st day of July, 2013.

Georgia Gas

WITNESS

[Signature]

By: [Signature]

Gerald E. Misel, President

Date: 8-11-14

City of Macon

WITNESS

[Signature]

By: [Signature]

Date
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE
THE MAYOR TO EXECUTE A CONTRACT WITH THE GEORGIA DEPARTMENT
OF CORRECTIONS FOR THE USE OF PRISON LABOR TO SUPPLEMENT THE
PUBLIC WORKS DEPARTMENT'S WORK FORCE (3 OFFENDER WORK DETAILS
FROM DOOLY STATE PRISON AT $39,500 PER DETAIL FOR ONE YEAR, FOR A
TOTAL OF $118,500 FOR FY 2015); AND FOR OTHER PURPOSES.

WHEREAS, the Public Works Department (Public Works) has the responsibility of
maintaining the aesthetic value of public property; and

WHEREAS, Public Works has a shortage of employees available for the purpose of
maintaining that aesthetic value; and

WHEREAS, the Georgia Department of Corrections desires to provide inmates the
opportunity to work in various communities to supplement shortages in governmental
employees; and

WHEREAS, it is in Macon-Bibb County’s best interest to enter into this contract with
the Department of Corrections for the use of its inmate labor, as this resolution will benefit and
promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute
a contract with the Georgia Department of Corrections for three (3) offender work details
provided by Dooley State Prison to supplement Public Works’ work force at a cost of $118,500,
said contract to be in substantially the same form as Exhibit “A” attached hereto.

SO RESOLVED this ___ day of ________________, 2014.

__________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

__________________________________________
SHEILA THURMOND, CLERK OF COMMISSION
WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2014, 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 Dooly State Prison facility (hereafter "Offenders" and "Facility"); and

WHEREAS, Government 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, 2014 until 11:59 p.m. on June 30, 2015 ("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 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 from 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 (1 1/2) 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 officer 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.

7. **Termination for Convenience.** This Agreement may be terminated by either party upon seven (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 hereinabove; 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: ____________________________
    Robert A.B. Reichert, Mayor

FACILITY WARDEN/SUPERINTENDENT

By: ____________________________

Print Name: _______________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 40 FT.
INSULATED HYDRAULIC TELESCOPIC BUCKET TRUCK FROM O.G. HUGHES
AND SON, INC., IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO
AS EXHIBIT "A", AND FOR OTHER PURPOSES.

WHEREAS, on or about March 20, 2014, Macon-Bibb County released an invitation for
bids regarding an insulated hydraulic telescopic aerial device (hereinafter "bucket truck"); and
WHEREAS, the invitation for bid allowed bids for both thirty-eight (38) foot and forty
(40) foot aerial devices to be included on the bucket truck; and
WHEREAS, the Macon-Bibb County Procurement Department received bids from three
(3) companies regarding the proposed request; and
WHEREAS, O.G. Hughes and Son, Inc., based in Forest Park, Georgia, submitted the
lowest proposed bid for the thirty-eight (38) foot bucket truck, as well as the forty (40) foot
bucket truck; and
WHEREAS, the bid submitted by O.G. Hughes and Sons, Inc. for the thirty (38) foot
bucket truck was eighty-five thousand six hundred and forty-eight dollars ($85,648.00); and
WHEREAS, the bid submitted by O.G. Hughes and Sons, Inc. for the forty (40) foot
bucket truck ($86,401.00); and
WHEREAS, as such, the price difference between the thirty-eight (38) foot bucket truck
and the forty (40) foot bucket truck was approximately seven hundred and fifty-three dollars
($753.00); and
WHEREAS, the Macon-Bibb Engineering Department recommended that, due to the
minimal cost, the County purchase the forty (40) foot bucket truck due to the added capabilities
and value associated with having a longer aerial device for use on projects; and
WHEREAS, the total cost incurred by the County for the purchase of this equipment will
be eighty-six thousand four hundred and one dollars ($86,401.00)
WHEREAS, this resolution will benefit and promote the health, safety, morals, and
welfare of the citizens of Macon-Bibb County; and
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute
an agreement for the purchase of a forty (40) foot insulated hydraulic telescopic bucket truck with O.G. Hughes and Sons, Inc.

SO RESOLVED this _____ day of ________________, 2014.

By: ____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: __________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF MACON-BIBB

"40 Foot Hydraulic Bucket Truck"

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by O.G. Hughes & Sons, Inc. (hereinafter "Hughes"), a Georgia Corporation located in Forest Park, 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 ____________________, 2014.

WHEREAS, Hughes is the business of selling and maintaining commercial trucking, fleet, and heavy duty equipment; and
WHEREAS, County desires to purchase such equipment; 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. Hughes 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 Hughes agrees to provide all equipment and services referenced and described in Exhibit A.

2. Purchase Price. County agrees to pay, and Hughes agrees to accept, the purchase price of eighty-six thousand four hundred and one dollars ($86,401.00) as full compensation and consideration for the equipment and services provided.

3. Payment. Upon satisfactorily delivery of the equipment and services provided in Exhibit A, Hughes 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 Hughes, and delivery of such equipment and services shall be made within two hundred and ten days (210) of the effective date of this agreement (ARO). The equipment shall be packaged appropriately and the equipment shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of deliver form. Risk of loss during transit of said equipment, and at all times prior to County inspecting and signing an acceptance of deliver form, shall remain with Hughes.

5. **Training on Equipment.** Upon delivery, Hughes agrees to provide a computer based training program. This program will provide basic instruction in the safe operation of the equipment and will also explain the American National Standard Institutes requirements, as well as the Occupational Safety and Health Administration requirements related to the proper use and operation of the equipment. In addition, Hughes agrees to provide at least four (4) hours of physical instruction on the use, operation, and routine maintenance of said equipment.

6. **Failure to Deliver Equipment and/or Services.** Should Hughes 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 Hughes.

7. **Indemnification.** Hughes 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 Hughes, its agents, employees, subcontractors, or others working at the direction or on behalf of Hughes. Hughes’ obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

8. **Assignment.** Hughes shall not assign or subcontract the whole or any part of this Agreement without County’s prior written consent.

9. **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.

10. **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.

11. **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.

12. **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.
13. **Amendments.** This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

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

15. **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.

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

17. **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: __________________________
        Sheila Thurmond, Clerk of Commission

On Behalf of O.G. Hughes & Son, Inc.:

By: ____________________________ Date
    Signature of Authorized Official

Printed Name of Authorized Official Job Title of Signor

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

Signature of Notary Public (Notary Seal/Stamp)
EXHIBIT A
MACON-BIBB COUNTY, GEORGIA

Invitation to Bid

FOR

38 FT. INSULATED HYDRAULIC TELESCOPIC AERIAL DEVICE
Bid #14-020-GEC

MACON-BIBB COUNTY

ISSUE DATE: March 20, 2014

MBE/WBE/DBE Participation: 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.
MACON-BIBB COUNTY REQUEST FOR PROPOSALS

I understand Macon-Bibb County reserves the right to reject all Requests for Proposals in its sole discretion and waive any formalities and that they will not reimburse any offeror for its Request for Proposal preparation costs. Macon-Bibb County may award Request for Proposals to other than the lowest offer if, in the judgment of the Administration or the interest of Macon-Bibb County will be best served by award to another. The Purchasing Department is making an award of a RFP and will refer to the local preference policy.

Also, I've taken steps to encourage, when appropriate, local and minority businesses to subcontract on this project, whenever possible. And I further state; my services meet or exceed all specifications per the RFP with my quote being F.O.B. destination.

By signing this Invitation to RFP Form, I acknowledge and agree to the information stated above, and I also acknowledge and agree to the requirements/Instructions of the Specifications, RFP and the Criteria Pages. I also understand it’s my responsibility to have the Proposal at the proper location on or before the stated hour on the RFP due date. A good or service can only be ordered with a Purchase Order signed by the appropriate authority for Macon-Bibb County. If this procedure is not followed, payment will not be rendered.

O.G. Hughes & Sons, Inc.  Dave Loper
COMPANY NAME  COMPANY REPRESENTATIVE (Print)

154 Falcon Drive
STREET ADDRESS  COMPANY REPRESENTATIVE (Signature)

Forest Park
CITY

GA  30297
STATE  ZIP CODE

678-395-7430  678-395-5972
PHONE NUMBER  FAX NUMBER

dave@oghughes.com
E-MAIL ADDRESS

MBB Vendor:  Y  N  X  WBE Vendor:  Y  N  X
Schedule of Events
This Request for Proposal will be governed by the following schedule:

PROPOSALS DUE: Thursday April 10, 2014 at 12 p.m. EDT. Proposals will be opened at 12:30 p.m. EDT.

Macon-Bibb County
682 Cherry Street
Suite 800
Macon, GA 31201

Restrictions on Communications with Staff
All questions about this bid must be submitted in writing and include the Company Name. Questions must be submitted at least five (5) business days prior to Due Date to be addressed.

Questions must be in writing to the Purchasing Agent:

Address:

Macon-Bibb County
682 Cherry Street
Suite 800
Macon, GA 31201

E-mail: gcline@maconbibb.us
Fax: 478.751-7998

No questions other than written will be accepted. No response other than written will be binding upon the City of Macon. Questions will be combined into one list of questions and responses and will be sent to all Vendors who have received the bid document.
REQUEST FOR PROPOSALS

Packaging of the Proposal

Submissions must be by the following method:
Submit one (1) original plus one (1) copy of the RFP for a total of two (2).
(Please adhere to the mailing requirements as outlined in this document):

(Supplier Name)

38 Ft. INSULATED HYDRAULIC TELESCOPIC AERIAL DEVICE
Bid #14-020-GHC

Submission of Bid

The (1) original and (1) copy of the response must be delivered no later than
Thursday April 10, 2014 at 12:00 P.M. EDT.

Proposals must be submitted to:

Macon-Bibb County
682 Cherry Street
Suite 800
Macon, GA  31201
Attention: Greg Cline

Any proposal received after the due date and time will not be evaluated.
SPECIFICATIONS FOR A (38) FOOT INSULATED HYDRAULIC TELESCOPIC AERIAL DEVICE

This specification is to set forth the specific requirements for a minimum (37) foot to bottom of platform, hydraulic operated, telescopic aerial device equipped with single platform and with a steel line service body mounted on an appropriate chassis/cab. These insulating aerial device requirements shall also include an insulating lower arm insert, insulating telescopic upper boom and a dielectrically tested insulating control handle, with upper control isolation system at the boom tip, offering an additional layer of secondary dielectric protection for the operator.

This aerial device shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an X in the appropriate space (Yes__ No__) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

**GENERAL SPECIFICATIONS:**

1. Minimum 38 Foot telescopic articulating aerial device with an insulating lower arm, insulating telescopic upper boom and a dielectrically tested insulating control handle, with upper control isolation system at the boom tip, for installation behind chassis cab, built in accordance to these standard specifications and to include the following features:
   
   A. Ground to Bottom of Platform Height: 38 feet

   B. Working Height – Minimum 43 feet

   C. Pedestal: Post type pedestal design with large service openings. Pedestal consists of fixture welded steel tubing 10.75 inch (273 mm) diameter. The 1.0 inch (25.4 mm) top plate of the pedestal is machined after welding to provide a rigid, flat mounting surface for the rotation bearing. This extends the life of the bearing and reduces life cycle cost. The pedestal is bolted to a quick mount interface frame which is attached to the chassis frame utilizing a bolt-on technique.

   D. Turntable: Steel fixture-welded structure with a 1.0 inch (25.4 mm) steel bottom plate. The bottom plate of the

**COMPLY**  
**YES**  
**NO**
The turntable is machined after welding to ensure a flat mounting surface for the rotation bearing. A steel ring is welded to the bottom plate to stiffen the plate and to protect the rotation bearing. For ease of maintenance, hydraulic valving is located on the side of the turntable and protected by a metal guard.

E. Articulating Arm: Tubular steel structure with insulating fiberglass insert. The articulating arm is designed so that the articulating arm and telescopic boom are compensating. By raising the articulating arm only, the arm and telescopic boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the telescopic boom the operator is able to position himself more quickly and easily into the work area.

F. Lift Cylinders: The rod eye is welded to the rod while the blind end of the cylinder is of cast steel, one piece design, which utilizes cartridge-type, bi-directional counter-balance holding valves. Non-lubricated type bushings are used at each end of the cylinder.

I. Telescopic Boom: Fabricated, reinforced steel with a high density fiberglass insulator. Insulator provides 12 inches (305 mm) of isolation in the lower boom section. The inner surface of the fiberglass insulator has a wax coating molded in during manufacture to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a smooth gelcoat finish.

J. Telescopic Upper Boom Section: Fiberglass, providing a minimum of 0.0-in (203-mm) 42" of isolation Fully retracted and 35 inches (889 mm) when extended. The inner surface of the fiberglass boom has acrylic polyurethane applied to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a smooth gelcoat finish.

K. Telescopic Boom Articulation: -25 -14 degrees to +75 degrees which allows the platform to be placed below grade when the boom is extended. This allows the operator to access the platform from the ground very close to the side of the body or access the platform from the ground even on uneven terrain such as off the side of a roadbed. Ground Accessible

L. Telescopic Boom Pivot Pin: high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearings.
M. **Telescopic Upper Boom Extension**: The upper boom section is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom section.

N. **Platform Leveling System**: The platform is leveled by hydraulic leveling means, contained within the telescopic boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. The cylinders maintain a level platform throughout the full range of boom articulation.

O. **Platform**: Totally enclosed, fiberglass.

P. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.

1. **Control Handle**: A single 4 function handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
2. **Auxiliary Control Covers**: Non-tested covers for auxiliary controls.
3. **Control Console**: Non-tested non-metallic control console plate.
4. **Boom Tip Covers**: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.

Q. **Controls**: The Control System for all models is a full pressure type, operating at 2,400 psi (168 bar) maximum. The upper control, located at the platform, consists of a single handle control of the tiller type. The single handle control, through an insulating linkage, actuates valves in the control head to actuate the boom. The controls provide fine metering capability and allow the operator to make simultaneous multiple boom movements. The single handle control activates Lower Boom—**Up and Down**, Upper Boom—**Extend/Retract**, Rotation—**Clockwise/Counter-clockwise**, and Articulating Arm—**Up/Down**. Unit rotation is accomplished by moving the control from side to side similar to a tiller. Conventional multiple lever ground controls located on the turntable include an upper control override.
R. Manual Lowering Valve: A valve located at the boom tip, easily accessible by the operator without having to remove any covers allows the lower boom to be lowered in the case of engine or hydraulic system failure.

S. Hydraulic Tool Circuit: Control easily accessible to the operator activates the tool circuit which provides 5.0 gpm (18.9 lpm) at 2,000 psi (138 bar) One set of HTMA quick disconnect couplings is located in a protected location inside the control cover at the platform.

T. Back-up Alarm, Installed

U. Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This reduces life cycle cost.

V. ANSI Category C, 46 kV and below dielectric rating

W. Manuals: Two (2) Operator’s and two (2) Maintenance/Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.

X. Paint: Painted white surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection

Unit

2. 38 Foot Aerial Device with insulating articulating arm and continuous rotation.

3. Post type pedestals with large service openings.

4. Reservoir, minimum 7.12 gallon (26.6 45.4L) capacity, installed on the pedestal

5. Single one man end-mounted platform with rotator. Platform is 24 x 30 x 42 inches high (610 x 762 x 1067 mm), rated at 400 pounds capacity, and rotates hydraulically 180° about the boom tip.

6. Soft platform cover for one man platform, 24 x 30 inches (610 x 762 mm)
20. Polyethylene platform liner for one man platform, 24 x 30 inches (610 x 762 mm), 50 kV rating (minimum) .................................................. .X.

21. Engine start/stop with emergency operating system, 12 VDC electric powered. Includes pump and motor, operates from chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the primary hydraulic source fails. .................................................. .X.

22. Fall Protection System to include one body harness and decelerating type lanyard .................................................. .X.

23. Rubber Wheel chocks, (pair) .................................................. .X.

UNIT AND HYDRAULIC ACCESSORIES

24. Scuff pad for 24 x 30 inch (610 x 762 mm) platform liner to protect liner floor .................................................. .X.

25. Hydraulic oil and lubricants .................................................. .X.

26. Vane or gear type hydraulic pump installed in conjunction with power takeoff .................................................. .X.

27. Power take-off to be installed in conjunction with transmission, Hotshot PTO .................................................. .X.

28. Torsion bar stabilizer installed on rear axle .................................................. .X.

29. Torsion bar stabilizer installed on front axle .................................................. .X.

BODY AND ACCESSORIES

30. Utility service Line Body, suitable for installing on any chassis with an approximate CA dimension of 60 inches, built in accordance with the following specifications: .................................................. .X.

A. Body: Fabricated from A40 grade 100% zinc alloy coated steel with the following minimum gauge thickness: .................................................. .X.
18 gauge shelving, spangled steel
14 gauge wheel panels
42-gauge 1/8" Treadplate steel floor, formed checker plate
Structural channel crossmembers

B. Body Dimensions:

108 inch overall body length (107 - 1/2")
94 inch outside width
40 inch front of body height
48 20 inch compartment depth
58 54 inch floor width

C. Compartmentation - Curbside:

First Vertical - Six (6) adjustable locking swivel material hooks.
Horizontal -- Vacant with exception of through shelf.

Rear Vertical - Two (2) adjustable shelves with removable dividers on 4 inch centers
Through Shelf - full length with two (2) hotstick brackets and rear access door

D. Compartmentation - Streetside:

First Vertical - Two (2) adjustable shelves with removable dividers on 4 inch centers
Horizontal - One (1) removable shelf with removable dividers on 8 inch centers
Rear Vertical - Six (6) adjustable locking swivel material hooks.

E. Standard Features:

Basic body fabricated from A40 grade 100% zinc alloy coated steel
All doors are full, double paneled, self-sealed with built-in drainage. Electro-zinc plated, steel hinge rods extend full length of door. Door hinges are zinc alloy material attached with rivets.
All doors contain zinc plated flush type, single point paddle type locks with recessed handles, including keyed locks and adjustable two-stage strikers. Door handles are riveted to the outer door panel. Back panel has opening for easy access.
Heavy-gauge welded steel base construction with safety tread floor.
Door header drip rail at top for maximum weather protection.
Metal formed painted Automotive underseal applied to entire understructure.
Prime painted 12 stage electrodeposition E-coat primer
Automotive type non-porous door seals mechanically fastened to the door facing.
Wheel chock holders installed one (1) each side of body in fender panel
Drop-in 2" x 6" pressure treated wooden tailboard
Master body security locking system
Gas Cylinders for all vertical doors
Rotary Paddle Latches on all doors
Chains on Horizontal doors
Latch cover on Horizontal door

**BODY ACCESSORIES**

31. 30” Tailshelf with wheel chock holders, one each side

32. Grab handles, installed one each side at rear of tailshelf

33. Cable steps installed at each rear corner of tailshelf

34. Boom storage support installed at streetside rear of cargo area.
    Installed as close to streetside cargo area wall as feasible to maximize access to cargo area.

57. Platform rest, rubber tube type. Installed directly on tailshelf, bolted and positioned under platform for support of platform during transit.

58. Splash aprons (mud flaps) installed behind rear tires. One each side of body.

59. Torsion bar installed in conjunction with rear axle.

60. Torsion bar installed in conjunction with front axle.

61. Triangular reflector kit

62. Five pound fire extinguisher with mounting bracket, shipped loose

63. Pintle hook installed on the frame extension. To also include two (2) safety chain eyes installed one each side of pintle hook.
ELECTRICAL

64. Lights and reflectors in accordance with FMVSS lighting package, installed, (All LED) _X_ __________

65. Wire compartment lights to dash mounted switch. _X_ __________

66. Trailer Receptacle, Berg 6-way, installed at rear _X_ __________

67. LED amber strobe light installed on post at left front of cargo area or on turntable with master switch and indicator light installed in cab. Strobe light is to be visible from the front and rear of the vehicle. _X_ __________

68. Four corner LED strobe lights installed at front and rear, clear _X_ __________

69. One (1) 2000 Watt 12 VDC Pure Sine Inverter installed including
   • remote panel with remote On/Off Switch & Led Status;
   • Transfer relay. _X_ __________

70. Backup alarm, installed at rear. _X_ __________

INSTALLATION

71. Mounting Aerial Device _X_ __________

72. Painting Aerial Device painted white. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection _X_ __________

73. Apply black "Marxex" non skid paint to all walking surfaces, including compartment tops and front of compartments _X_ __________

74. Mounting body and accessories _X_ __________

75. Painting body and accessories white with urethane enamel __X_ __________

76. Safety and Instructional Signs, installed __X_ __________

77. Delivery of completed vehicle __X_ __________

78. DOT certification of completed vehicle __X_ __________

MISCELLANEOUS

79. Tool package to include: One (1) Stanley hydraulic drill/impact __X_ __________
wrench with hoses and couplings. One (1) Stanley hydraulic chain saw with 15" cutting capacity with hoses and couplings.

80. Two (2) year parts warranty

81. Two (2) year labor warranty

82. Two Hundred Forty (240) days warranty for travel charges

83. Bidder is to supply a self-directed, computer-based training (CBT) DVD-based program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

84. Lifetime warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub-bases and turntables.

85. Supply copy of manufacturer's warranty with bid

CHASSIS

86. 2014 Model 550/5500 or Equivalent 4x2, Regular Cab with 5 year / 60000 mile warranty

143" Wheelbase, 60" CA
Cummings Turbo diesel engine w/engine block heater RAM only
Automatic transmission with PTO provision
Minimum 36 gallon fuel tank capacity
Air conditioning
Bench type seat
Minimum 200 amp Extra Heavy Duty alternator, with
dual 78 AH batteries
Power 4-wheel anti-lock disc brakes
Power steering
Super engine cooling package
18000 lb. GVWR Ford is 18,000 RAM is 18,750
7000 lb. front axle with 7000 lb. suspension 6000 lb on RAM 5500 7000 lb on Ford
13500 lb. rear axle with 15000 lb. suspension
LT225/70R19.5 F SR R BSW All terrain tires with Spare Terrain tires on rear only
19.5 x 6.0 steel wheels
4.88 rear axle ratio 4.88 on RAM, 4.10 on Ford
AM/FM stereo radio
Dual interval electric windshield wipers
Trailer tow mirrors  
Engine Hour Meter  
PTO Hour meter Installed in Cab

OPTIONAL BID
Company may bid 40 foot Aerial device as well as 38 foot as long as all previous specifications are met with exception of device's working height, maintaining a 60" CA Chasis with torsion bar leveling system (no outriggers).

Bidder is asked to provide approximate delivery time of completed unit after acceptance of bid and award of contract.

Completed unit is to be delivered to the following address, cleaned, with at least 1/2 tank of fuel and ready to place in service:  
Macon-Bibb County  
1122 Seventh Street  
Macon, GA 31201

USE OF OTHER NAMES AND REFERENCES:

Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

BROCHURES AND LITERATURE:

Your proposal must be accompanied by descriptive literature (marked), indicating the exact items to be furnished. The term "as specified" will not be acceptable.

38 Ft. Unit  
Price $93,148  
Delivery _210 days ARO_

Brand ___Versalift SST-37 ElH with Knapheide body on RAM 5500 chassis_

40 Ft. Unit  
Price $93,901  
Delivery _210 days ARO_

Brand ___Versalift SST-40 ElH with Knapheide body on RAM 5500 chassis_

If Ford F550 chassis with PowerStroke 6.7L V87 diesel is desired, DEDUCT $7,500.00 / unit

Local Content: % $ __________________

MWBE Content: % $ __________________

MBB Supplier: Y___ N__ X___

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WBE Supplier: Y  N  X

Please note that pricing must be firm for at least one hundred-twenty (120) days after bids are due.

Company Name: O.G. Hughes & Sons, Inc.

Signature  9 April 2014

Date

EVALUATION CRITERIA

Macon-Bibb County will evaluate all responses, and shall issue an award to the lowest responsible and responsive vendor. An award may be issued to other than the lowest responsible and responsive vendor based on “best value”. “Best value” shall be determined based upon, but not limited to, the following criteria:

- The ability, capacity and skill of the respondent to perform the contract or provide the services required;
- The capability of the respondent or firm to perform the contract or provide the service promptly or within the time specified without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the respondent or firm;
- The quality of performance and previous contracts or services;
- The previous and existing compliance by the respondent or firm with laws and ordinances relating to the contract or services;
- The sufficiency of the financial resources and ability of the respondent or firm to perform the contract or provide the services;
- The quality, availability and adaptability of the supplies or services to the particular use required;
- The number and scope of conditions attached to the proposal or firm, if any;
- Preference of 5% shall be granted to local vendors as against non-local vendors that are otherwise equal with respect to the above criteria. Local refers to Bibb County, Ga.
- Price

Signature:  Date: 9 April 2014

Email: dave@oghughes.com

Note: Failure to include all necessary documents will be considered a non-compliant bid and will eliminate consideration by the City.

MBE Supplier: Y  N  X

WBE Supplier: Y  N  X
Bibb County Supplier: Y____ N____ X____

GENERAL REQUIREMENTS

Applicable Law and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia. Any contract executed must provide that its provisions will be interpreted and enforced in accordance with the laws of the state of Georgia and jurisdiction and venue shall lie in the Court of Bibb County, Georgia or in the federal district court in the Middle District of Georgia, Macon Division. Contractors at every tier must comply with the Anti-kickback Act, the contract work hours Standard Act, Executive Order 11246 the Equal Opportunity Clause, and the Buy American Requirements. All contractors and/or subcontractors shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws; including but not limited to the Immigration Reform and Control Act (IRCA). The contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor must verify eligibility for employment as required by IRCA. The awarded vendor shall comply with applicable federal, state, and local law and regulations; which have been provided, but not limited to the following.

Ethics in Public Contracting: By submitting a proposal, each respondent certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other supplier, supplier, manufacturer or sub supplier in connection with its bid, and that it has not conferred on any Macon-Bibb County employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Each supplier specifically certifies by submitting its bid that it is not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.

Mandatory Use of Terms and Conditions: Return of all pages requiring signatures in this document is required. Modification of or additions to the General Terms and Conditions of this invitation to bid may be cause for rejection of the bid; however, Macon-Bibb County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.

Excluded Parties List: The respondent must advise Macon-Bibb County if they are on the Federal Excluded Parties List. Failure to comply with this requirement will automatically disqualify the respondent's bid.

Clarification of Terms: If any prospective respondent has questions about the specifications or other invitation to proposal documents, the prospective respondent should contact the Purchasing Department. Any revisions to this request for proposals will be made only by addendum issued by Macon-Bibb County.

Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Macon-Bibb County, after due notice, may procure them from other sources and hold the supplier responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which Macon-Bibb County may have.
Right of Rejection: 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 unneeded 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 Administration, the interest of Macon-Bibb County will be best served by awarding to another. The Purchasing Department, in making the award, will refer to the local preference policy. Your bid must meet or exceed all specifications as addressed herein and include cost for this service.

MBE/WBE Participation: Minority Business Enterprises and Women Business Enterprises are encouraged to submit bids.

Local Preference: Vendors located within Bibb County will be granted a 5% Local Preference on their Bid Price. As previously noted, price is only one of the criteria in the decision process.

Liability for Errors: While Macon-Bibb County has made considerable efforts to ensure an accurate representation of information in this request for proposals, the information contained in this RFP is supplied solely as a guideline. The information is not guaranteed or warranted accurate by Macon-Bibb County, nor is it necessarily comprehensive or exhaustive.

Firm Pricing: The proposal must be firm for at least one hundred and twenty (120) days after the closing date of the RFP. All pricing should include delivery-F.O.B. destination.

Price List: An itemized price list for all goods and services used to satisfy this need should be included in bid along with all warranties-standard and extended options.

Payment of Invoices: All invoices are to be paid thirty days from invoice date. If invoices are "back dated", then, payment will be remitted thirty days from receipt of the invoice. All goods and services are to be inspected as outlined in the “Inspection and Monitoring” clause provided herein.

Use of other names and reference: Unless otherwise stated, the use of a manufacturer's name and product number are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Respondents are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

Exemption from Federal Excise & Sales Tax
Macon-Bibb County is exempt from federal excise tax and sales tax. The full markup price as shown in the cost proposal shall be exclusive of such taxes.

Bid Amendments: Macon-Bibb County reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be sent to all vendors who have received the document and should be acknowledged in your proposal.

Bid Withdrawal: A submitted proposal may be withdrawn prior to the due date by a written request to the Purchasing Agent. A request to withdraw a proposal must be signed by an authorized individual.
Award Process: Macon-Bibb County will award the proposal to the most responsive and responsible respondent whose proposal is most advantageous to Macon-Bibb County. Macon-Bibb County will consider criteria such as, but not limited to, cost, respondent’s past performance and/or service reputation, service capability, quality of the respondent’s staff or services, customer satisfaction, references, the extent to which the respondent’s staff or services meets Macon-Bibb County needs, respondent’s past relationship with Macon-Bibb County, total long term cost to Macon-Bibb County, and any other relevant criteria listed elsewhere in this solicitation. Macon-Bibb County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Macon-Bibb County subject, however, retains the right to reject all proposals, subject to appropriation by the Commission; for this purpose, to certain other termination provisions to be contained in the contract, and to the further terms and conditions hereof.

Acceptance: If for any reason, the respondent whose proposal is most responsive to Macon-Bibb County’s needs hereunder, price and all other evaluation factors in this request for proposals considered, does not agree to a contract, that respondent shall be rejected and Macon-Bibb County may negotiate with the next most responsive respondent. Negotiation may include revision of terms, conditions, and non-mandatory requirements. Unless otherwise stated, the use of a manufacturer’s name and product number are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Respondents are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

FIXED CONCEPTS IN CONTRACTS WITH THE CITY OF MACON

1. As a matter of State law, Macon-Bibb County cannot agree to indemnify another party.
2. Macon-Bibb County will not agree to a provision that requires a contract to be governed by the laws of a state other than Georgia. Venue will be in Bibb County, Georgia.
3. Macon-Bibb County will not agree to pay interest or penalties, as they have the potential to expand the price of the contract beyond the amount authorized by the Mayor and County Commission.
4. Macon-Bibb County cannot represent in a contract that it has permission to reveal confidential or proprietary information belonging to an unnamed vendor. Vendors whose performance pursuant to a contract will require access to confidential or proprietary information belonging to another vendor must agree to submit a list of vendors whose permission they anticipate Macon-Bibb County will have to obtain.
5. Macon-Bibb County is subject to the Georgia Open Records Act and thus cannot agree to protect confidential information from public disclosure unless that information is subject to an exception.
6. Macon-Bibb County cannot agree to modifications that impact the price of the contract without requiring the modification to be submitted to the Purchasing Department and approved in writing by Macon-Bibb County pursuant to Macon-Bibb County Purchasing Code.
7. Multiyear lease, purchase, or lease-purchase contracts for the acquisition of goods, materials, real or personal property, services, or supplies, must terminate absolutely and without further obligation on the part of Macon-Bibb County at the close of the fiscal year and comply with all other requirements for such contracts in OCGA 36-60-13.
8. Macon-Bibb County will not agree to a contract provision that restricts the City from obtaining similar goods or services after the contract expires or is terminated for any reason.
9. Macon-Bibb County is tax exempt and cannot agree to pay State or Federal taxes.
10. Macon-Bibb County will not agree to arbitration or to waive the right to a jury trial.
11. Macon-Bibb County will not agree to a provision which states that documents to be provided at a future date (e.g. equipment schedules, purchase orders, etc.) are validly executed.
12. Macon-Bibb County and its contractors will comply with B-Verify (O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02), which require contractor affidavits concerning citizenship and authorization to work.

Criteria Page

- [X] Sealed Bid due price to the opening time per RFP
- [X] 3 References required for similar work (contact person, address, phone number)
- [X] Delivery/ Starting Date—can be the deciding factor over price
- [X] Cancellation Policy—City can cancel contract with a 30 day notice if the contractor fails to follow specifications or the financing has been denied by the Budget Process

The successful bidder will be required to furnish:

- [X] Proper Permits (local, state and to the industry)

*Please be advised that before any purchase can be finalized with Macon-Bibb County it may need to be approved by Administration and confirmed by the County Commission (Commission’s confirmation may be required on purchases of $20,000 and over).*

References:
1. Ringgold Telephone Company
   6283 Alabama Highway
   Ringgold, GA 30736
   Brad Harwood
   706-965-1220

2. Georgia DOT Department of Transportation
   Office of Equipment Magt
   7565 Honeycreek Court
   Lithonia GA 30038
   Contact: Joy G. Marshall
   Phone: 404.631.1324
   Email: jmarshall@dot.ga.gov

3. Huntsville Airport
   COH Procurement Services
   308 Fountain Circle
   5th Floor
   Huntsville, AL 35801
   Amanda S Sanders
   amanda.sanders@huntsvilleal.gov
   (265) 427-5960
BID RESPONSE SIGNATURE PAGE

If the Supplier is: **A SOLE OWNER OR PARTNERSHIP** (Please Indicate Which):
Execute this part of the Bid:

DATE: ____________________________

(Signature of Owner or Partner)

(Business Name or Bidder) (Print Name and Title)

(Address) (City) (State) (Zip) (Telephone Number)

If the Supplier is: **A CORPORATION** executes this part of the Bid. If not executed by the Corporation (i.e., required signatures as seen below and Corporate Seal affixed), a certified Corporate Resolution authorizing the form of execution used must be attached to and made part of this Bid Response.

DATE: 9 April 2014

____ O.G. Hughes & Sons, Inc. (Corporate or Business Name of Bidder)

154 Falcon Drive  Forest Park  GA  30297  678-395-7430
(Address) (City) (State) (Zip) (Telephone Number)

(Signature of President or Vice-Pres.)

(Signature of Secretary, Asst. Sec., Treasurer or Asst. Treasurer)

____ Thomas R. Hughes / President (Print Name and Title)  Richard B. Hughes / Secretary

MINORITY OWNED: Y  N  X  [Signature for Corporate Seal]
SST-37/40
Articulated/Telescopic Aerial Lift

DEMAND BETTER

- Worksite Height: Up to 45'
- Horizontal Reach: Up to 27'
- Platform Capacity: Up to 440 lbs

For more information about the SST-37/40 or any of the other models in the VERSALIFT line, call 1-800-825-1085.
### GENERAL SPECIFICATIONS

<table>
<thead>
<tr>
<th></th>
<th>SST-37-EIH</th>
<th>SST-40-EIH</th>
<th>SST-37-ENH</th>
<th>SST-40-ENH</th>
<th>SST-37-NE</th>
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<tr>
<td>(Based on 49 ft (15.0 m) Frame Height)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Horizontal Reach</td>
<td>27 ft. 9 in. (8.5 m)</td>
<td>27 ft. 9 in. (8.5 m)</td>
<td>27 ft. 9 in. (8.5 m)</td>
<td>27 ft. 9 in. (8.5 m)</td>
<td>27 ft. 9 in. (8.5 m)</td>
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<tr>
<td>Standard Platform Capacity</td>
<td>300 lbs. (136 kg)</td>
<td>300 lbs. (136 kg)</td>
<td>300 lbs. (136 kg)</td>
<td>300 lbs. (136 kg)</td>
<td>300 lbs. (136 kg)</td>
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<tr>
<td>Maximum Platform Capacity (up to)</td>
<td>440 lbs. (204 kg)</td>
<td>440 lbs. (204 kg)</td>
<td>440 lbs. (204 kg)</td>
<td>440 lbs. (204 kg)</td>
<td>440 lbs. (204 kg)</td>
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<tr>
<td>Outer Boom Lift Eye Capacity</td>
<td>500 lbs. (227 kg)</td>
<td>500 lbs. (227 kg)</td>
<td>500 lbs. (227 kg)</td>
<td>500 lbs. (227 kg)</td>
<td>500 lbs. (227 kg)</td>
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**WITH STANDARD PEDESTAL**

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<tr>
<th></th>
<th>SST-37-EIH</th>
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<th>SST-37-ENH</th>
<th>SST-40-ENH</th>
<th>SST-37-NE</th>
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<tbody>
<tr>
<td>Height to Bottom of Platform</td>
<td>37 ft. 0 in. (11.3 m)</td>
<td>40 ft. 0 in. (12.2 m)</td>
<td>37 ft. 0 in. (11.3 m)</td>
<td>40 ft. 0 in. (12.2 m)</td>
<td>37 ft. 0 in. (11.3 m)</td>
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<tr>
<td>Working Height</td>
<td>42 ft. 0 in. (12.8 m)</td>
<td>45 ft. 0 in. (13.7 m)</td>
<td>42 ft. 0 in. (12.8 m)</td>
<td>45 ft. 0 in. (13.7 m)</td>
<td>42 ft. 0 in. (12.8 m)</td>
</tr>
<tr>
<td>Stowed Travel Height</td>
<td>10 ft. 4 in. (3.1 m)</td>
<td>10 ft. 4 in. (3.1 m)</td>
<td>10 ft. 4 in. (3.1 m)</td>
<td>10 ft. 4 in. (3.1 m)</td>
<td>10 ft. 4 in. (3.1 m)</td>
</tr>
<tr>
<td>Weight of Lift</td>
<td>2230 lbs. (1012 kg)</td>
<td>2335 lbs. (1059 kg)</td>
<td>2190 lbs. (933 kg)</td>
<td>2295 lbs. (1041 kg)</td>
<td>2190 lbs. (933 kg)</td>
</tr>
</tbody>
</table>

**HYDRAULIC SYSTEM (ENH/EIH)**

- Operating Pressure: 2250 PSI (158 kg/cm²)
- Flow Rate: 3 GPM (11 lpm) on ENH/EIH
- Filtration: 10 micron return
- System Type: Open center

**BOOM ACTION**

- Inner Boom: 116 in. (2.9 m) Extension
- Outer Boom: -14° to +74°
- Lower Boom: -7° to vertical
- Rotation: 370° non-continuous

**INSULATION GAP** Insulated Units Only

- Upper Boom fully retracted: 42 in. (1.07 m)
- Lower Boom Insert (optional): 12 in. (0.3 m)

**NOTE:**

1. Specifications may vary without prior notification.
2. Required GMVR and max. weight significantly with chassis, lift mounting location, service body, accessories, and desired payload.

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**TIME MANUFACTURING COMPANY**

P.O. Box 20368
Waco, TX 76702-0368
254.359.2100
Fax: 254.359.2651
1.800.885.1085
www.timemfg.com
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH COMMUNITY SOLUTIONS, INC. FOR SERVICES PROVIDED TO THE MACON-BIBB COUNTY JUVENILE COURT FOR A MAXIMUM OF $250,000.00 USING JUVENILE JUSTICE INCENTIVE GRANT FUNDS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement, along with any necessary amendments or additional documentation, with Community Solutions, Inc., for services to the Macon-Bibb County Juvenile Court, including providing intensive family and community-based treatment services to 30 youth/families between July 1, 2014 and June 30, 2015, for a maximum contract price of two hundred fifty thousand dollars and no/100s ($250,000.00), in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]
CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF BIBB.

THIS AGREEMENT is made and entered into this 1st day of July, 2014, by and between Macon-Bibb County, Georgia, a political subdivision of the State of Georgia ("County") and Community Solutions, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Bibb County Juvenile Court is the recipient of the Juvenile Justice Incentive Grant through the Governor's Office of the State of Georgia to provide treatment services to systems-involved youth with the goal of preventing commitment of said youth to the State of Georgia Department of Juvenile Justice; and,

WHEREAS, the County, acting as the fiscal agent for Bibb County Juvenile Court, wishes to engage the services of Community Solutions, Inc. (Contractor), to deliver Multisystemic Therapy to identified youth and their families; and,

WHEREAS, the County has the power and authority to utilize independent contractors in order to provide professional services to clients as identified through the court.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that they are qualified to provide Multisystemic Therapy as described in the Juvenile Justice Incentive Grant
Program narrative.

2. Services Provided by Contractor. The services to be provided by Contractor include, but are not limited to, the following:

   a) Provide intensive family and community-based treatment services through the MST treatment model in conjunction with the goals and objectives as outlined in the Juvenile Justice Incentive Grant Program (attachment A).

   b) Participate in the Multi-disciplinary Team Staffings as coordinated by the JJIP Coordinator in order to collaborate with other service providers in the creation of the treatment plan, provide progress reports on program participants and update treatment plans according to progress/set-backs of program participants;

   c) Work closely with Juvenile Justice Incentive Program (JJIP) Coordinator for close monitoring of youth participant and communication with the court;

   d) Other duties as mutually agreed upon between the Court and Contractor.

3. Classification of Contractor. The relationship between County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between County and Contractor, nor between Contractor and the State of Georgia merit System or the Juvenile Courts of the Macon Judicial Circuit. Contractor shall not be considered an affiliate of the State of Georgia, Bibb County, or the Juvenile Courts of the Macon Judicial Circuit. As such, County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless County and each of its staff
members, employees, officers, directors, agents and representatives ("Indemnities") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements caused or alleged to be caused in whole or in part by any act or omission by the County or by any act or omission by any Indemnity arising out of Contractor's provision of services as set forth in this Agreement. Contractor must submit to a background check prior to working with any youth referred to the Program.

4. Compensation. The County shall pay to Community Solutions, Inc. a sum not to exceed $250,000 to serve 30 youth/families during the grant cycle from July 1, 2014 through June 30, 2015. An invoice shall be submitted by the Contractor to the Juvenile Court by the last day of the month, reflecting the previous month's work. Payment shall be made by County to Contractor within five business days of the court's approval of invoice.

5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2014 to June 30, 2015. As juvenile justice reform is an initiative under Governor Deal's administration, compensation for this grant is through Georgia Assembly H.B. 242. If for any reason, said funds cease prior to the duration of contract, this contract becomes null and void.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties as outlined in the Juvenile Justice Incentive Grant and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and
agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

7. **Grounds for Termination.** Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by individuals serving under the Contractor may result in immediate termination of this Contract:
   
   a) Arrest for a felony offense.
   
   b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
   
   c) Acts involving moral turpitude.
   
   d) Fraternization outside the professional context with any participant of the Program.
   
   e) Conduct detrimental to the goals of the Program in the sole discretion of the Juvenile Court.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.
CONTRACTOR

BY:

Robert D. Pidgeon, CEO
Community Solutions, Inc.

JUVENILE COURT OF BIBB COUNTY

BY:

Thomas J. Matthews, Chief Judge

JUVENILE COURT OF BIBB COUNTY

BY:

Quintress J. Gilbert, Judge

MACON-BIBB COUNTY, GEORGIA

BY:

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

ATTEST: __________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MARIE MARTIN FOR SERVICES PROVIDED TO THE MACON-BIBB COUNTY JUVENILE COURT FOR A MAXIMUM OF $53,184.00 USING JUVENILE JUSTICE INCENTIVE GRANT FUNDS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement, along with any necessary amendments or additional documentation, with Marie Martin for services to the Macon-Bibb County Juvenile Court between July 31, 2014 and June 30, 2015, for a maximum contract price of fifty three thousand one hundred eighty four dollars and no/100s ($53,184.00) in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this _____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]
CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF BIBB

THIS AGREEMENT is made and entered into this 1st day of July, 2014, by and between Macon-Bibb County, Georgia, a political subdivision of the State of Georgia ("County") and Marie Martin ("Contractor").

WITNESSETH:

WHEREAS, the County wishes to engage the services of Marie Martin (Contractor), for the purposes and during the time set out below; and,

WHEREAS, the County has the power and authority to utilize independent contractors in order to provide professional services to its patients and clients.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that she is qualified to perform the duties of the Juvenile Justice Incentive Grant Program.

2. Services Provided by Contractor. The services to be provided by Contractor include, but are not limited to, the following:

   a) Coordinate the Juvenile Justice Incentive Pilot Program for systems-involved youth in Bibb County in conjunction with the goals and objectives as outlined in the Juvenile Justice Incentive Grant Program (attachment A).

   b) Screen referred program youth to determine appropriateness for pilot
program;
c) Synchronize service providers for the Multi-disciplinary Team Staffings and follow-through with youth and families;
d) Assist youth and families with understanding guidelines of recommended Primary and Secondary Interventions and immediately report back to Judges of any non-compliance or public safety issues specific to program youth;
e) Maintain records of program participants and prepare reports as outlined in the Special Conditions of the Juvenile Justice Incentive Grant (attachment A).
f) Update the Judges on a weekly basis on the progress of program youth;
g) Other duties as may be required by the Juvenile Court Judges.

3. Classification of Contractor. The relationship between County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between County and Contractor, nor between Contractor and the State of Georgia merit System or the Juvenile Courts of the Macon Judicial Circuit. Contractor shall not be considered an affiliate of the State of Georgia, Bibb County, or the Juvenile Courts of the Macon Judicial Circuit. As such, County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless County and each of its staff members, employees, officers, directors, agents and representatives ("Indemnities") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements caused or alleged to be caused in whole or in
part by any act or omission by the County or by any act or omission by any Indemnity arising out of Contractor's provision of services as set forth in this Agreement. Contractor must submit to a background check prior to working with any youth referred to the Program.

4. **Compensation.** The County shall pay to Marie Martin a sum not to exceed $4,300 per month for twelve months in exchange for her professional services and reimbursement of documented mileage not to exceed 240 miles per month @ .55/mi. Contractor agrees to provide documented statements of hours spent rendering such services on the last day of the month reflecting the activities of work. A time sheet and accompanying invoice shall be submitted by the Contractor to the Juvenile Court on the last day of the month or nearest date should the day fall on a weekend, reflecting that month's work. Payment shall be made by County to Contractor within five business days of the court's approval of timesheet and invoice.

5. **Duration of Contract.** This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2014 to June 30, 2015. As juvenile justice reform is an initiative under Governor Deal's administration, compensation for this grant is through 2013-2014 Georgia Assembly H.B. 242. If for any reason, said funds cease prior to the duration of contract, this contract becomes null and void.

6. ** Entire Agreement.** This Agreement constitutes the entire agreement of the parties as outlined in the Juvenile Justice Incentive Grant and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and
agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

7. Grounds for Termination. Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by Contractor may result in immediate termination of this Contract:

   a) Arrest for a felony offense.
   
   b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
   
   c) Acts involving moral turpitude.
   
   d) Fraternization outside the professional context with any participant of the Program.
   
   e) Conduct detrimental to the goals of the Program in the sole discretion of the Juvenile Court.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.
CONTRACTOR

BY: __________________________
    Marie Martin

JUVENILE COURT OF BIBB COUNTY

BY: __________________________
    Thomas J. Matthews, Chief Judge

JUVENILE COURT OF BIBB COUNTY

BY: __________________________
    Quintress J. Gilbert, Judge

MACON-BIBB COUNTY, GEORGIA

BY: __________________________
    Robert A.B. Reichert
    Mayor,
    Macon-Bibb County Board of Commissioners

ATTEST: _________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH VOLUNTEER MACON, INC. FOR SERVICES PROVIDED TO THE MACON-BIBB COUNTY JUVENILE COURT FOR A MAXIMUM OF $56,000.00 USING JUVENILE JUSTICE INCENTIVE GRANT FUNDS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement, along with any necessary amendments or additional documentation, with Volunteer Macon, Inc., for services to the Macon-Bibb County Juvenile Court, including providing aggression replacement therapy to 30 youth between July 1, 2014 and June 30, 2015, for a maximum contract price of fifty six thousand dollars and no/100s ($56,000.00), in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this _____ day of ________________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________
SHELLIA THURMOND, CLERK OF COMMISSION

[SEAL]
CONTRACT FOR SERVICES

STATE OF GEORGIA

COUNTY OF BIBB

THIS AGREEMENT is made and entered into this 1st day of July, 2014, by and between Macon-Bibb County, Georgia, a political subdivision of the State of Georgia ("County") and Volunteer Macon, Inc. ("Contractor").

W I T N E S S E T H:

WHEREAS, Bibb County Juvenile Court is the recipient of the Juvenile Justice Incentive Grant through the Governor's Office of the State of Georgia to provide treatment services to systems-involved youth with the goal of preventing commitment of said youth to the State of Georgia Department of Juvenile Justice; and,

WHEREAS, the County, acting as the fiscal agent for Bibb County Juvenile Court (Court), wishes to engage the services of Volunteer Macon, Inc. (Contractor), to deliver Aggression Replacement Training (ART) to identified juveniles; and,

WHEREAS, the County has the power and authority to utilize independent contractors in order to provide professional services to clients as identified through the court.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that they are qualified to provide Aggression Replacement Training (ART) as described in the Juvenile Justice
Incentive Grant Program narrative.

2. **Services Provided by Contractor.** The services to be provided by Contractor include, but are not limited to, the following:
   
a) Provide Aggression Replacement Training in accordance with the goals and objectives as outlined in the Juvenile Justice Incentive Grant Program (attachment A);
   b) Participate in the Multi-disciplinary Team Staffings as coordinated by the JIP Coordinator, Ms. Martin, in order to collaborate with other service providers in the creation of the treatment plan, provide progress reports on program participants and update treatment plans according to progress/set-backs of program participants;
   c) Work closely with Juvenile Justice Incentive Program (JIP) Coordinator for close monitoring of youth participant and communication with the court;
   d) Other duties as mutually agreed upon between Court and Contractor.

3. **Classification of Contractor.** The relationship between County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between County and Contractor, nor between Contractor and the State of Georgia merit System or the Juvenile Court of the Macon Judicial Circuit. Contractor shall not be considered an affiliate of the State of Georgia, Bibb County, or the Juvenile Court of the Macon Judicial Circuit. As such, County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless County and each of its staff members, employees, officers, directors, agents and representatives
("Indemnities") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements caused or alleged to be caused in whole or in part by any act or omission by the County or by any act or omission by any Indemnity arising out of Contractor's provision of services as set forth in this Agreement. Individuals providing services under said Contractor must submit to a background check prior to working with any youth referred to the Program.

4. **Compensation.** The County shall pay to Volunteer Macon, Inc. a sum not to exceed $56,000.00 to serve 30 youth between July 1, 2014 through June 30, 2015. An invoice shall be submitted by the Contractor to the Juvenile Court on the last day of the month (or on the nearest date should the day fall on a weekend) reflecting that month's work. Payment shall be made by County to Contractor within five business days of the court's approval of invoice. In the event that the program requests Volunteer Macon, Inc. to exceed serving 30 youth, compensation shall be agreed upon between Juvenile Court, Criminal Justice Coordinating Council and Volunteer Macon, Inc. and shall be identified as an addendum to this contract.

5. **Duration of Contract.** This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2014 to June 30, 2015. As juvenile justice reform is an initiative under Governor Deal's administration, compensation for this grant is through Georgia Assembly H.B. 242. If for any reason, said funds cease prior to the duration of contract, this contract becomes null and void.

6. **Entire Agreement.** This Agreement constitutes the entire agreement of the
parties as outlined in the Juvenile Justice Incentive Grant and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

7. **Grounds for Termination.** Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by individuals serving under the Contractor may result in immediate termination of this Contract:

a) Arrest for a felony offense.
b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
c) Acts involving moral turpitude.
d) Fraternization outside the professional context with any participant of the Program.
e) Conduct detrimental to the goals of the Program in the sole discretion of the Juvenile Court.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.
CONTRACTOR

BY: ____________________________
   Gigi Rolfes, Executive Director
   Volunteer Macon, Inc.

JUVENILE COURT OF BIBB COUNTY

BY: ____________________________
   Thomas J. Matthews, Chief Judge

JUVENILE COURT OF BIBB COUNTY

BY: ____________________________
   Quintress J. Gilbert, Judge

BIBB COUNTY, GEORGIA

BY: ____________________________
   Robert A.B. Reichert
   Mayor,
   Macon-Bibb County Board of Commissioners

ATTEST: ____________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE MIDDLE GEORGIA REGIONAL COMMISSION FOR THE LEASE OF OFFICE SPACE LOCATED AT 175-C EMERY HIGHWAY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, on or about July 1, 2013, Bibb County, Georgia entered into a Lease Agreement with the Middle Georgia Regional Commission (hereinafter “MGRC”) for the use of office space located at 175-C Emery Highway; and

WHEREAS, on about January 1, 2014, Macon-Bibb County, as successor in interest to Bibb County, Georgia, became the holder of said Lease Agreement; and

WHEREAS, the initial term of this agreement was for one (1) year, and said agreement is scheduled to terminate on or about June 30, 2014; and

WHEREAS, MGRC now desires to extend this Lease Agreement under the same terms and conditions for an additional period of one (1) year, with said extension beginning on July 1, 2014 and expiring on June 30, 2015; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement of extension with the Middle Georgia Regional Commission for the continued use of office space located at 175-C Emery Highway, Macon, Georgia 31217 for an additional period of one (1) year.

SO RESOLVED this ___ day of ____________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ________________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
AGREEMENT OF EXTENSION

STATE OF GEORGIA
COUNTY OF MACON-BIBB

"Lease of 175-C Emery Highway"

This AGREEMENT OF EXTENSION (hereafter "Extension") is entered into this ___ day of _____________, 2014, and is made effective as of the 1st day of July, 2014 by and between Macon-Bibb County, a political subdivision of the State of Georgia and as successor in interest to Bibb County, Georgia, and the Middle Georgia Regional Commission.

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, Georgia and the Middle Georgia Regional Commission entered into a Lease Agreement¹ for the use of space located at 175-C Emery Highway, Macon, Georgia 31217; and

WHEREAS, the aforementioned Lease Agreement is scheduled to terminate on June 30, 2014; and

WHEREAS, Macon-Bibb County, as successor in interest to Bibb County, Georgia, and the Middle Georgia Regional Commission now wish to extend this Lease Agreement for a period of one (1) year under the same terms and conditions as the previous Lease Agreement; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, Macon-Bibb County (hereinafter "County") and the Middle Georgia Regional Commission (hereinafter "MGRC") hereby agree as follows:

1.

The Lease Agreement attached hereto as Exhibit A is hereby extended and shall continue in full force and effect for an additional term of one (1) year (hereinafter "Extended Term") from the termination date of the Lease Agreement. The Extended Term shall take effect on July 1, 2014 and expire on June 30, 2015, unless terminated at an earlier date pursuant to the provisions of the Lease Agreement or pursuant to federal or state rule or regulation.

¹ A copy of this agreement has been included as Exhibit A to this Agreement Extension.
2.

Except as expressly amended and supplemented by this Extension, the Lease Agreement attached hereto as Exhibit A shall be incorporated and hereby made a part of this Extension and the terms of such shall continue to remain in full force and effect. County and MGRC hereby expressly ratify and confirm the terms and conditions of the Lease Agreement.

3.

This Extension may be supplemented, amended, or modified only by the mutual agreement of County and MGRC, which agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement of Extension to be executed by their duly authorized officers as indicated by the signatures below.

On Behalf of Macon-Bibb County:

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

Attest: ___________________________
    Shelia Thurmond, Clerk of Commission Date

On Behalf of Middle Georgia Regional Commission:

By: ___________________________ ___________________________
    Authorized Official Date

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

______________________________ (Notary Seal/Stamp)
GEORGIA, BIBB COUNTY,

THIS AGREEMENT made and entered into as of the 1st day of July, 2013, by
and between BIBB COUNTY, GEORGIA, a political subdivision of said State, whose
address is Room 409, Courthouse, Macon, Georgia 31201 (Landlord) and the MIDDLE
GEORGIA REGIONAL COMMISSION, whose address is 175-C Emery Highway,
Macon, Georgia 31217 (Tenant);

WITNESSETH THAT:

FOR AND IN CONSIDERATION of the mutual undertakings, it is agreed between
the parties as follows:

Section 1. Premises. In consideration of the rent agreed to be paid by Tenant
to Landlord and in consideration of the mutual covenants of the parties hereto, Landlord
does hereby lease and let unto Tenant and Tenant does hereby hire and take from
Landlord space located at 175-C Emery Highway, Macon, Georgia 31217, consisting of
9,428 square feet, together with the use in common with other tenants of the building
and the right to use in common any parking areas available to tenants of the building
generally.

Section 2. Term. This lease is for the period July 1, 2013 through June 30,
2014.

Section 3. Rental. Beginning on July 1, 2013, through June 30, 2014, Tenant
agrees to pay the sum of Ninety Four Thousand Two Hundred Eighty and NO/100
Dollars ($94,280.00) annually, payable in monthly installments of $7,856.67, to be paid
in advance.
Section 4. **Termination.** This lease may be terminated by Landlord for cause as determined in Landlord's sole discretion upon thirty (30) days written notice to Tenant.

Section 5. **Maintenance and Utilities.** Landlord will provide all necessary maintenance, janitorial services and utilities needed for keeping the premises in good repair. At the expiration of the term hereof, Tenant shall surrender the premises to Landlord in substantially the same condition as it existed upon the execution of this Lease.

Section 6. **Abuse of Plumbing.** The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees or agents or clients shall have caused it.

Section 7. **Assignment; Subletting.** Tenant may not assign this lease or sublet the premises without the written consent of Landlord; provided, however that no such assignment or subletting shall release Tenant from any of its obligations hereunder.

Section 8. **Access to Premises.**

A. Landlord shall have the right to enter upon the leased premises at reasonable hours for the purpose of inspecting the same, or of making repairs to the premises, or any property owned or controlled by Landlord. Such repairs shall not unduly interfere with Tenant's business.

B. For a period commencing ninety (90) days prior to the termination of this lease, Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants.
Section 9. **Destruction – Fire.**

A. If the premises shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of Landlord, and the rent until such repairs are completed shall be apportioned according to the part of the demised premises which is useable by Tenant. Said repairs shall be begun promptly and prosecuted diligently.

B. If the demised premises are totally damaged or are rendered wholly untenable by fire or other casualty, the rent shall abate, and this lease shall be at an end; provided, however, that the Landlord and Tenant may agree upon terms and conditions for a restoration of the premises and resumption of occupancy.

Section 10. **Default.** If Tenant shall default in the payment of any rental, or other charges, or in the observance of any of the covenants on its part to be performed hereunder, or vacate, or if by operation of law any interest of Tenant shall pass to another and not revert to Tenant within thirty (30) days, then Landlord shall give written notice to Tenant in the manner hereinafter provided for giving notices, and if Tenant thereafter fails to remove any such default involving the payment of money within thirty (30) days after the date on which such notice was received, or if the default involves some act or omission which cannot be cured within thirty (30) days and the cure thereof is not undertaken within such period and thereafter expeditiously completed, then Landlord shall have the election to terminate this lease and remove all persons and property therefrom by summary proceedings or pursue such other remedies as may be allowed by law or equity, all such rights and remedies being deemed separate of any such other remedy in law or in equity.
Section 11. **Waiver.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Section 12. **Force Majeure.** Anything in this agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this agreement on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, war-like operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God, or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party, and provided, further, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate.

Section 13. **Parking Area.** It is understood that the use by Tenant of the parking area hereinabove granted is included in the rental and there shall be no additional charge for use of the parking area provided that Tenant complies with applicable parking guidelines governing the parking area.
Section 14. Nature of Document; Termination of Prior Lease. Both parties recognize that the demised premises are in fact owned by the Macon-Bibb County Urban Development Authority and that Bibb County is only a Lessee, so that this instrument is in fact a sublease. Should, for any reason the lease to Landlord be terminated, other than by purchase by the Landlord, this sublease shall likewise be at an end.

Section 15. Notices. Any and all notices to Landlord and/or Tenant may be mailed or delivered to the addresses identified above by the appropriate party.

Section 16. Indemnification. Tenant hereby agrees to indemnify and save harmless Landlord, its officers, employees and agents from and against any and all liability, claims and demands on account of injuries or damages to persons or property arising out of Tenant's lease of the property described herein.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

BIBB COUNTY, GEORGIA

By: [Signature]
Chairman, Board of Commissioners

Attest: [Signature]
Clerk

(AFFIX COUNTY SEAL)

LANDLORD

Signed, sealed and delivered in the presence of:

[Signature]
Notary Public, Bibb County, Georgia


SIGNATURES CONTINUED ON NEXT PAGE
CONTINUATION OF SIGNATURE PAGE
AGREEMENT BETWEEN BIBB COUNTY, GEORGIA
AND MIDDLE GEORGIA REGIONAL DEVELOPMENT CENTER

MIDDLE GEORGIA REGIONAL
DEVELOPMENT CENTER

By: Ralph

Attest: Christy Fuller

Signed, sealed and delivered
in the presence of:

Vanda P. Eller

Notary Public, Bibb County,
Georgia

TENANT
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 4 ARTICLE II OF THE ALCOHOLIC BEVERAGE SECTION OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY TO COMPLY AND CONFORM TO THE DISTANCE REQUIREMENTS FOR RETAIL PACKAGE SALES IMPOSED BY STATE LAW; AND FOR OTHER PURPOSES.

WHEREAS, by virtue of Article IV, Section III, Paragraph II of the Constitution of Georgia, Ga. Laws 2012, page 559 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as "Macon-Bibb County"; and

WHEREAS, Macon-Bibb County has an interest in the public welfare of its citizens and the regulation of alcoholic beverage licensing; and

WHEREAS, Chapter 4, Article II of the Code of Ordinances of Macon-Bibb County, Georgia contains provisions applicable to the licensing requirements for the retail package sale of distilled spirits; and

WHEREAS, Section 4-36, Subsection 4, attached hereto as Exhibit A, of the Code of Ordinances of Macon-Bibb County requires a minimum distance of one thousand (1,000) feet between newly licensed establishments involve in the retail package sale of distilled spirits; and

WHEREAS, this distance requirement imposed by the County conflicts with State law, specifically O.C.G.A § 3-4-49 (a), which has been attached hereto as Exhibit B, and requires that, after July 1, 1997, the distance between newly licensed establishments selling distilled spirits be five hundred (500) yards, or fifteen hundred (1,500) feet; and

WHEREAS, under most circumstances, a local government may adopt ordinances, rules, or regulations which are more restrictive than State law, however, a local government may not adopt ordinances, rules or regulations which are less restrictive than State law; and

WHEREAS, the current requirement imposed by Macon-Bibb County of one thousand (1000) feet between newly licensed establishments selling distilled spirits is less restrictive than the current State requirement of fifteen hundred (1500) feet; and
WHEREAS, the Macon-Bibb County Commission has determined that it is necessary to amend Chapter 4, Article II of the Code of Ordinances of Macon-Bibb County, Georgia to comply and conform to State law; and

WHEREAS, amending the ordinance contained herein would benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that Chapter 4, Article II of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Section 1.

Chapter 4, Article II, Sec. 4-36, Subsection 4 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended by altering the distance requirement between newly licensed establishments involved in the retail sale of distilled spirits from one thousand (1000) feet to fifteen hundred (1500) feet, and shall read as follows:

Sec. 4-36. Other criteria declared to be in the public interest.

In determining whether or not any license applied for hereunder shall be granted, in addition to all other provisions of this article, the following shall be considered in the public interest and welfare:

(4) The distance of the premises on which the license is to be used from other premises or which a similar license has already been granted. In this connection, it is declared to be the policy of the commission that no license for the sale of distilled spirits, as authorized by this article, shall be granted to any applicant for any location which is within 1,500 feet of another location licensed for the sale of distilled spirits under the provisions of this article, provided however that renewals may be granted to any licensed establishments that were operating immediately prior to the commencement of the restructured government of Macon-Bibb County that are within 1,500 feet of another such location solely by virtue of changes in local government jurisdiction. The distance prescribed in this subsection shall be measured in a straight line from the nearest corner of the building housing the place of business for which the application is sought to the nearest corner of the building housing the previously licensed place of business. These distance limitations shall not apply, however, to any hotel, motel, or similar establishment; to any bona fide private club generally recognized as such and having bona fide
membership requirements; nor to any restaurant or other food service establishment which has, as its primary function, the serving of food, and the sale of alcoholic beverages for consumption on the premises is made in connection with such food service; and provided that the place of business sought to be licensed otherwise meets the requirements of this article. Licenses for the sale of packaged beer or wine at retail and not consumption on the premises are also excepted from such distance limitations.

Section 2

It is the intention of the Macon-Bibb County Commission that nothing herein shall be interpreted as amending, altering, abolishing, discharging, or in any manner affecting any advisory committees, taxes, fees, charges, and/or assessments previously established or adopted by Bibb County or the City of Macon regarding alcoholic beverage licensing in Bibb County, the city of Macon, and/or Macon-Bibb County, and that any such advisory committees, taxes, fees, charges, and/or assessments shall continue in full force and effect in Macon-Bibb County consistent with the provisions of the Macon-Bibb County Charter, Ga. Laws 2012 page 5595 and Ga. Laws 2013 pages 3501, 3942.

Section 3

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

Section 4

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

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

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

Section 5

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

Section 6

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ___ day of _____________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHEILA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT
A
state relating to alcohol, the license issued to such licensee shall stand revoked and cancelled.

Sec. 4-36. Other criteria declared to be in the public interest.

In determining whether or not any license applied for hereunder shall be granted, in addition to all other provisions of this article, the following shall be considered in the public interest and welfare:

(1) The applicant's reputation, character, and mental and physical capacity to conduct business.
(2) Whether or not applicant has violated any law or regulation relating to any alcoholic beverage business for which he may have previously held a license or in which he may have had an interest.
(3) Any manner in which the applicant conducted the alcoholic beverage business under any prior license.
(4) The distance of the premises on which the license is to be used from other premises or which a similar license has already been granted. In this connection, it is declared to be the policy of the commission that no license for the sale of distilled spirits, as authorized by this article, shall be granted to any applicant for any location which is within 1,000 feet of another location licensed for the sale of distilled spirits under the provisions of this article, provided however that renewals may be granted to any licensed establishments that were operating immediately prior to the commencement of the restructured government of Macon-Bibb County that are within 1,000 feet of another such location solely by virtue of changes in local government jurisdiction. The distance prescribed in this subsection shall be measured in a straight line from the nearest corner of the building housing the place of business for which the application is sought to the nearest corner of the building housing the previously licensed place of business. Those distance limitations shall not apply, however, to any hotel, motel, or similar establishment; to any bona fide private club generally recognized as such and having bona fide membership requirements; nor to any restaurant or other food service establishment which has, as its primary function, the serving of food, and the sale of alcoholic beverages for consumption on the premises is made in connection with such food service; and provided that the place of business sought to be licensed otherwise meets the requirements of this article. Licenses for the sale of packaged beer or wine at retail and not consumption on the premises are also excepted from such distance limitations.
(5) Whether or not the applicant has previously had a license to sell alcoholic beverages of any description revoked. No person whose license has previously
been revoked shall be issued a license except as provided in subsection 4-57(a) herein.

(6) The extent of the financial interest of the applicant in any wholesale alcoholic beverage business. It is declared to be the policy of the commission that no person who has any financial interest in any wholesale alcoholic beverage business shall also have any financial interest in any retail alcoholic beverage business, and no financial aid or assistance to any licensee hereunder from any wholesaler or manufacturer of alcoholic beverages shall be permitted.

(7) The suitability of the premises for the conduct of an alcoholic beverage business, including its location, highway traffic problems and the difficulty or absence thereof of policing by law enforcement agencies.

(8) The sentiments of the community in which the proposed business would be operated so far as the same may be known to the commission.

(9) The character and reputation of the employees or proposed employees of the licensee. In this connection, it is declared to be the policy of the commission that no person shall be employed by licensee to sell or serve or participate in the sale or service of alcoholic beverages until such licensee has been issued a letter by the sheriff's department, indicating that such proposed employee has no record or reputation for violation of the alcohol control laws of the United States or of the state, and that he has no record or reputation for law violation generally. No person, not listed in the application filed by the licensee, shall be employed in connection with the alcoholic beverage business of the licensee until there shall have been conformity with this section, and the commission or its designee reserves the right to require that any employee or proposed employee shall be fingerprinted by the Sheriff's Office and an exhaustive search made with respect to any possible criminal record.

Sec. 4-37. Duty to report changes.

Whenever there shall be a change in any of the facts reported to the commission or its designee in the application for a license after such license has been granted, it shall be the duty of the licensee, within three days after such change, to report the same to the tax commissioner in writing.

Sec. 4-38. Compliance with laws.

(a) In addition to the provisions of this article, licensees are also charged with responsibility for adhering to any other provisions of this Code, as well as the statutes and laws of the state and of the United States relating to the operation of their businesses.
EXHIBIT B
§ 3-4-49. Adoption of rules and regulations; determination of location of distilleries or businesses licensed by municipal or county governing authorities

(a) A municipality or county may adopt all reasonable rules and regulations, consistent with this title, as may fall within the police powers of the municipality or county to regulate any business described in this chapter; provided, however, that on and after July 1, 1997, no municipality or county shall authorize the location of a new retail package liquor licensed place of business or the relocation of an existing retail package liquor licensed place of business engaged in the retail package sales of distilled spirits within 500 yards of any other business licensed to sell package liquor at retail, as measured by the most direct route of travel on the ground; provided, however, that this limitation shall not apply to any hotel licensed under this chapter. The restriction provided for in this subsection shall not apply at any location for which a license has been issued prior to July 1, 1997, nor to the renewal of such license. Nor shall the restriction of this subsection apply to any location for which a new license is applied for if the sale of distilled spirits was lawful at such location at any time during the 12 months immediately preceding such application.

(b) All municipal and county authorities issuing licenses shall within their respective jurisdictions have authority to determine the location of any distillery, wholesale business, or retail business licensed by them, not inconsistent with this title.