Tuesday, July 15, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

4:00 P.M. Meeting w/ Local Legislative Delegation RE: HB 60 "Safe Carry Protection Act" (Large Conference Room)
5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Tuesday, July 15, 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. CONSENT AGENDA

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. New alcoholic beverage license for Harvey's Supermarket #1664 located at 1605 Shurling Drive</th>
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<tr>
<td>Meeting</td>
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<tr>
<th>Subject</th>
<th>B. New alcoholic beverage license for Shell Food Mart located at 2700 Riverside Drive</th>
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<tr>
<th>Subject</th>
<th>C. New alcoholic beverage license for Dollar General Store #2168 located at 3824 Pio Nono Avenue</th>
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<tr>
<td>Meeting</td>
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4. NEW BUSINESS
5. EXECUTIVE SESSION

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<thead>
<tr>
<th>Subject</th>
<th>A. Pending Litigation and/or Attorney-Client Privileged matters and Acquisition of Real Estate</th>
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<tr>
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6. ADJOURNMENT
Tuesday, July 15, 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

Subject: A. Pre-Commission Meeting on July 1, 2014
Meeting: Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
7-1-2014 Pre Commission Meeting.pdf (212 KB)

Subject: B. Regular Commission Meeting on July 1, 2014
Meeting: Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
7-1-2014 Regular Commission Meeting.pdf (469 KB)

5. INVITED GUESTS

Subject: A. Ms. Eleanor Castellaw and Mr. Walter Wilson, former members of the Macon-Bibb County Board of Health
Meeting: Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 5. INVITED GUESTS
Access: Public
Type: Recognition

https://www.boarddocs.com/ga/macombibb/Board.nsf/Private?open&login#
6. PUBLIC COMMENTS ON AGENDA ITEMS
7. REPORTS FROM COMMITTEES AND DEPARTMENTS

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Operations and Finance Committee</th>
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<tbody>
<tr>
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<td>Type</td>
<td>Report</td>
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<tr>
<th>Subject</th>
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<tr>
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8. CONSENT AGENDA

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<thead>
<tr>
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<td>Type</td>
<td>Action (Consent)</td>
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<td>Recommended Action</td>
<td>Commission Approval</td>
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File Attachments
Alcoholic Beverage License for Dollar General Store #2168.pdf (2,131 KB)

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<tr>
<th>Subject</th>
<th>B. New Alcoholic Beverage License for Shell Food Mart located at 2700 Riverside Drive</th>
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https://www.boarddocs.com/ga/maconbibb/Board.nsf/Private?open&login#
9. OLD BUSINESS

Subject A. Approval of Retirements of Earlean Lewis - Finance Department (20 years and 5 months) and William Reid - Sheriff’s Office (20 years and 11 months)
Meeting Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval

Subject B. Resolution 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.
Meeting Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category 9. OLD BUSINESS
Access Public
Type Action
Recommended Action Operations and Finance Committee recommends approval

File Attachments
7-8-2014 - Purchase of Hydraulic Truck.pdf (4,263 KB)
## Subject
C. Resolution 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 Emory Highway

**Meeting**  
Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

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

**File Attachments**
- 7-8-2014 - Agreement of extension MGRC.pdf (1,592 KB)

## Subject
D. Resolution authorizing the Mayor to execute a Bi-Party Agreement for the funding and operation of the Macon-Bibb County Transit Authority

**Meeting**  
Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

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

**File Attachments**
- 7-8-2014 - Bi-Party Agreement Funding Transit Authority.pdf (1,121 KB)

## Subject
E. Ordinance amending Chapter 4 Article II of the Alcoholic Beverage Section of the Code of Ordinances to comply and conform to the distance requirements for retail package sales imposed by State law

**Meeting**  
Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

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

**File Attachments**
- 7-8-2014 - Amend Chapter 4 Article II Alcoholic Beverage Section.pdf (1,262 KB)

## Subject
F. Resolution authorizing the Mayor to convey the paved parking lot at 412 New Street to the Macon-Bibb County Urban Development Authority for the purpose of selling a portion of it to the American Cancer Society for future development

**Meeting**  
Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**  
9. OLD BUSINESS

**Access**  
Public

**Type**  
Action

**Recommended Action**  
Economic and Community Development Committee recommends approval
<table>
<thead>
<tr>
<th>Subject</th>
<th>G. Resolution authorizing the Mayor to write a letter of endorsement on behalf of the Macon-Bibb County and the Middle Georgia Region in support of the Application for funding related to economic diversification from the Office of Economic Adjustment in the United States Department of Defense</th>
</tr>
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<td>Recommended Action</td>
<td>Economic and Community Development Committee recommends approval</td>
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<tr>
<td>File Attachments</td>
<td>7-8-2014 - Convey 412 New Street UDA to American Cancer Society.pdf (2,402 KB)</td>
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<tr>
<th>Subject</th>
<th>H. Resolution appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee</th>
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<tr>
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<tr>
<td>Recommended Action</td>
<td>Economic and Community Development Committee recommends approval</td>
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<tr>
<td>File Attachments</td>
<td>Letter of Endorsement Economic Diversification.pdf (120 KB)</td>
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<tr>
<th>Subject</th>
<th>I. Resolution reappointing Dr. Steven E. Corkery to the Board of Directors of the River Edge Behavioral Health Community Service Board</th>
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<tr>
<td>Meeting</td>
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<td>Action</td>
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</table>
Subject: J. Resolution appointing Macon-Bibb County Mayor Pro Tem Bert Bivins to fill a vacant position on the Board of Directors of the River Edge Behavioral Health Community Service Board
Meeting: Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval

Subject: K. Resolution appointing Eric P. Manson to fill the unexpired term of David Danzie on the Macon Housing Authority
Meeting: Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval

Subject: L. Resolution appointing Christopher C. Tsavatewa to the Bibb County Board of Health to fill the unexpired term of Walter Wilson
Meeting: Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval
### M. Resolution appointing Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw

**Meeting:** Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING  
**Category:** 9. OLD BUSINESS  
**Access:** Public  
**Type:** Action  
**Recommended Action:** Economic and Community Development Committee recommends approval

**File Attachments**

- 7-8-2014 - Appointing Ethel Cullinan Board of Health.pdf (518 KB)

### N. Resolution authorizing the acceptance of a Juvenile Justice Incentive Grant in the amount of $387,384 from the Georgia Criminal Justice Coordinating Council that has been awarded to the Bibb County Juvenile Court

**Meeting:** Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING  
**Category:** 9. OLD BUSINESS  
**Access:** Public  
**Type:** Action  
**Recommended Action:** Public Safety Committee recommends approval

**File Attachments**

- 7-8-2014 - Acceptance Juvenile Incentive Grant $387,384.pdf (1,697 KB)

### O. Resolution authorizing the Mayor to execute an agreement with the Third Judicial Administrative District of Georgia for $79,688.77 for administrative services provided to the Macon-Bibb County Drug Court and to employ a qualified individual to serve as administrator of the Macon-Bibb County Drug Court

**Meeting:** Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING  
**Category:** 9. OLD BUSINESS  
**Access:** Public  
**Type:** Action  
**Recommended Action:** Public Safety Committee recommends approval

**File Attachments**

- 7-8-2014 - Judicial Admin Services $79688.77.pdf (1,013 KB)

### P. Resolution approving the Bibb County Emergency Management Agency Emergency Operations Plan for 2014

**Meeting:** Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
### 10. NEW BUSINESS

**Subject**
A. Ordinance amending Chapter 4 Article V of the Code of Ordinances to allow for the retail sale of wine and malt beverages for consumption on the premises as an establishment licensed for the sale of growlers

**Meeting**
Jul 15, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

**Category**
10. NEW BUSINESS

**Access**
Public

**Type**
Action

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

**File Attachments**
7-8-2014 - Amended_Agreement_Health_Services_Inmates.pdf (2,723 KB)
Subject: B. Resolution authorizing the Mayor to execute a contract with CWC, LLC for moving of current furnishings and the purchase of new interior furnishings for the Tax Commissioner's Office in the amount of $104,213.04

Meeting: Jul 15, 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

Furnishings for Tax Commissioner's Office $104,213.04.pdf (11,352 KB)

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
July 1, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on July 1, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

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

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

Commission Members Absent

Commissioner Gary Bechtel

Staff Present

Dale Walker – County Manager
Judd Drake – County Attorney
Crystal Jones – Senior Assistant County Attorney
Opie Bowen – Assistant County Attorney
Reggie McClendon – Assistant County Attorney
Sheila Thurmond – Clerk of Commission
Steve Layson – Assistant County Manager (Infrastructure)
Chris Floore – Assistant to County Manager - Public Affairs
Jean S. Howard – Assistant Clerk of Commission
Janice Ross – Training & Events Coordinator
Sam Henderson – Executive Assistant to Mayor

News Media Present

Jim Gaines – The Telegraph
Malcolm Johnson – 24 WXGA
Anita Oh – 13 WMAZ

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

The Mayor stated the meeting was being convened as a Committee of the Whole to take action on the contract with the Georgia Department of Corrections for the use of prison labor to supplement the Public Works Department's workforce that needed to be added to tonight's Agenda (as item "Q") for approval.
Crystal Jones, Senior Assistant County Attorney, added the contract was on tonight's agenda for approval as the contract was effective today. She also stated previous annual prison labor agreements have been with McEver Detention Center, which expires in September, and this one is with Dooly State Prison.

NEW BUSINESS

A. A Resolution authorizing the Mayor to execute a contract with the Georgia Department of Corrections for Prison Labor to supplement the Public Works Department's workforce

ACTION:

- On motion of Commissioner DeFore, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved for consideration at tonight's meeting.


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

AGENDA ITEMS

PRAYER

A. Apostle Lila Smith Harris – Senior Pastor at Healing the Hurt Life Center

APPROVAL OF MINUTES

A. Pre-Commission Meeting on June 17, 2014
B. Regular Commission Meeting on June 17, 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 – Commissioner Lucas, Vice Chair, will give the Committee Report due to the absence of Chairman Gary Bechtel.

B. Economic and Community Development Committee

C. Public Safety Committee

D. Facilities and Engineering Committee – Commissioner Mallory Jones, Vice Chair, will give the Committee Report due to the absence of Chairman Tillman at the June 24th Committee meeting.

CONSENT AGENDA

None

OLD BUSINESS

A. Resolution authorizing the Mayor to transfer a parcel of property located at 506 Hawthorne Street

B. Resolution requiring that the pool located at the East Macon Center remain open a minimum of six (6) days per week

C. Ordinance to appropriate $40,000 from Commissary Fund Balance to provide nine (9) computers for the Jail Security Electronics System

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

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

F. Ordinance to repeal Chapter 12, Article VI of the Code of Ordinances so as to eliminate provisions regarding the Macon-Bibb County Health Department issued permits for Kindergartens

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

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

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

J. Resolution reappointing Columbus Watkins to the Bibb County Department of Family and Children Services Board

July 1, 2014
K. Resolution reappointing Curtis Cooper to the Macon-Bibb County Economic Opportunity Council

L. Resolution appointing Adah Roberts, Evelyn Adams, Chris Howard, and Rev. Leon Ward to the Macon-Bibb County Library Board of Trustees

M. Resolution appointing Stacy Carr to the Bibb County Board of Health

N. Ordinance amending the Table of Contents of Article III, Chapter 5 of the Code of Ordinances entitled "Dangerous and Vicious Dogs"

O. Resolution authorizing the Commission to accept an American with Disabilities Act Transition Plan

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

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

NEW BUSINESS

The Mayor stated all New Business items would be referred to Committees for action.

GENERAL PUBLIC COMMENTS

ADJOURNMENT

There being no further business and on motion duly made and seconded, the meeting was adjourned at 5:16 P.M.

Shelia Thurmond, CCC
Clerk of Commission
4 B
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
July 1, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on July 1, 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 Elaine Lucas
Commissioner Mallory Jones, III

Commissioner Members Absent:
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Virgil Watkins, Jr.

Commission Members Present:
Commissioner Gary Bechtel

Staff Present:
Judd Drake – County Attorney
Crystal Jones – Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Trea MCombs – Public Affairs
Kevin Barrere – Public Affairs
Chris Floore – Assistant to County Manager

Shelia Thumond – Clerk of Commission
Steve Layson – Asst. Co. Mgr - Infrastructure
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator

Guests in Attendance
Loretta Grier Cudjoe Smith
Sarah Hunt
Deep Patel

News Media Present
Jim Gaines – The Telegraph
Anita Oh – 13 WMAZ
Malcolm Johnson – WGXA FOX 24
Ron Wildman – 58 WPGA

CALL TO ORDER

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

PRAYER
The prayer was rendered by Apostle Lila Smith Harris, Senior Pastor of Healing the Hurt Life Center.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on June 17, 2014
B. Regular Commission Meeting on June 17, 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 17, 2014 were approved as presented.


INVITED GUESTS

Apostle Lila Smith Harris of Healing the Hurt Life Center was invited to render the prayer for tonight's Regular Commission Meeting.

PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Vice Chair Elaine Lucas reported that the Operations and Finance Committee met on Tuesday, June 24, 2014 and recommended approval of the following:

- Authorized the Mayor to transfer a parcel of property located at 506 Hawthorne Street to the Macon-Bibb County Urban Development Authority to make it more marketable
- Authorized the East Macon Pool to be open six days a week for the benefit of children in the community and that the staff conduct a study to present to the Commission on the facts and figures regarding use of the pools
- To appropriate $40,000 from Commissary Fund Balance to provide nine computers for the jail security electronics system
Economic and Community Development Committee

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, June 24, 2014 and recommended approval of the following:

- The Resolution authorizing the Commission to accept the Limited English Proficiency (LEP) Compliance Plan
- An Ordinance to repeal Chapter 22, Article 1, Section 22-3 known as the Macon-Bibb County Scrap Tire Ordinance
- An Ordinance to repeal Chapter 12, Article VI of the Code of Ordinances, Macon-Bibb County, Georgia so as to eliminate provisions regarding Macon-Bibb County Health Department issued permits for kindergartens

The Committee also approved the following appointments to Boards and Authorities:

- Appointment of Commissioner Elaine Lucas to the Central Georgia Joint Development Authority
- Appointment of Walt Miller to fill the vacant position on the Macon-Bibb County Industrial Authority
- Reappointment of Andy Ambrose, Tony Lowden, and June O'Neal to the Dr. Martin Luther King Jr. Commission
- Reappointment of Columbus Watkins to the Board of the Bibb County Department of Family and Children Services
- Reappointment of Curtis Cooper to the Economic Opportunity Council (EOC)
- Appointment of Adah Marie Roberts, Evelyn H. Adams, Chris Howard, and Rev. Leon Ward to the Macon-Bibb County Library Board of Trustees
- Appointment of Stacy Carr to the Board of Health

Facilities and Engineering Committee

Committee Vice Chairman Mallory Jones reported the Facilities and Engineering Committee met on Tuesday, June 24, 2014 and approved the following:

- To accept an Americans with Disabilities Act Transition Plan
- Authorized the Mayor to execute an Agreement of Extension with Georgia Gas Distributors, Inc. for the continued operation of the propane distribution storage facility located at 1122 Seventh Street

Public Safety Committee

Committee Chairman Scotty Shepherd reported the Public Safety Committee met on
June 24, 2014 and approved the following:

- An Ordinance amending the Table of Contents of Article III, Chapter 5 entitled "Dangerous and Vicious Dogs" of the Code of Ordinances to correct errors in the headings index

CONSENT AGENDA
None

OLD BUSINESS

A. Resolution authorizing the Mayor to transfer a parcel of property located at 506 Hawthorne Street

  - Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Macon-Bibb County Urban Development Authority to transfer a parcel of property located at 506 Hawthorne Street, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:


B. Resolution requiring that the pool located at the East Macon Center remain open a minimum of six (6) days per week

  - Clerk read by caption: A Resolution of the Macon-Bibb County Commission requiring that the pool located at the East Macon Center remain open a minimum of six (6) days per week to ensure sufficient recreational opportunities are being provided to the citizens of Macon-Bibb County; and for other purposes.

Discussion: Commissioner Lucas, sponsor of the original Resolution calling for five of the County's six pools to be opened five days week, slated a public survey of what activities, programs, and improvements citizens would like to have at each of the recreation centers needed to be done to ensure citizens' needs and expectations are being met. She thanked the Mayor and his staff, and the Recreation Department for their participation at the recent East Macon Town Hall meeting.

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, Virgil Watkins, Jr., and Al
C. Ordinance to appropriate $40,000 from Commissary Fund Balance to provide nine (9) computers for the Jail Security Electronics System

- **Clerk read by caption:** 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.

**ACTION:**

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

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

- **Clerk read by caption:** A Resolution of the Macon-Bibb County Commission authorizing the Commission to accept a Limited English Proficiency (LEP) Compliance Plan in the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**

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

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

**ACTION:**

- **Clerk read by caption:** An Ordinance of the 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.

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

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

- **Clerk read by caption:** An Ordinance of the 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.

ACTION:

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

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

**ACTION:**

- **Clerk read by caption: An 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**

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

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

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Walt Miller to fill the vacant position on the Industrial Authority; and for other purposes.**

**ACTION:**

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

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

- **Clerk read by caption: 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.**

Discussion: Commissioner Tillman stated he would like to know how often the Commission meets, how the chairperson is chosen, and how members are chosen for appointment.

Mayor Reichert stated a Work Session with the Commission could be scheduled to talk about their function and activities.
Commissioner Lucas stated she sponsored the Ordinance to create the local Martin Luther King Jr. Commission, which is patterned after the Atlanta Commission. She stated the Commission’s primary role has been to support and publicize activities sponsored by various entities commemorating Dr. King’s birthday. She further stated the Commission’s goal was not to overshadow other planned events and the Commission welcomed any suggestions and funds as the Commission did not receive any outside funding.

**ACTION:**

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

J. Resolution reappointing Columbus Watkins to the Bibb County Department of Family and Children Services Board

- **Clerk read by caption: 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.**

**ACTION:**

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

K. Resolution reappointing Curtis Cooper to the Macon-Bibb County Economic Opportunity Council

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission reappointing Curtis Cooper to the Economic Opportunity Council (EOC); and for other purposes.**

**ACTION:**

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

L. Resolution appointing Adah Roberts, Evelyn Adams, Chris Howard, and Rev. Leon Ward to the Macon-Bibb County Library Board of Trustees

- **Clerk read by caption: 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.**

**ACTION:**

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

M. Resolution appointing Stacy Carr to the Bibb County Board of Health

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Stacy Carr to the Bibb County Board of Health; and for other purposes.

ACTION:


N. Ordinance amending the Table of Contents of Article III, Chapter 5 of the Code of Ordinances entitled "Dangerous and Vicious Dogs"

- Clerk read by caption: 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 heading index; and for other purposes.

ACTION:


O. Resolution authorizing the Commission to accept an American with Disabilities Act Transition Plan

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Commission to accept an Americans with Disabilities Act Transition Plan, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:


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

- Clerk read by caption: 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.

**ACTION:**


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

- Clerk read by caption: 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 workforce (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.

**ACTION:**


**NEW BUSINESS**

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

*Referred To: Operations and Finance Committee*

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

*Referred To: Public Safety Committee*

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

*Referred To: Public Safety Committee*

D. Resolution authorizing an agreement with Volunteer Macon, Inc. for services provided to the Macon-Bibb County Juvenile Court for a maximum of $58,000

*Referred To: Public Safety Committee*
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

Referred To: Operations and Finance Committee

F. Ordinance amending Chapter 4 Article II of the Code of Ordinances known as Alcoholic Beverages

Referred To: Economic and Community Development Committee

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

Referred To: 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

Referred To: Facilities and Engineering Committee

I. Resolution authorizing the Mayor to convey the paved parking lot at 412 New Street to the Macon-Bibb County Urban Development Authority

Referred To: Economic and Community Development Committee

J. Resolution authorizing the Mayor to execute an agreement with the Third Judicial Administrative District of Georgia for administrative services provided to the Macon-Bibb County Drug Court

Referred To: Public Safety Committee

K. Resolution authorizing the Mayor to execute an amended agreement with Correct Health Bibb, LLC to provide continued physical health services for inmates and detainees of the County

Referred To: Facilities and Engineering Committee

GENERAL PUBLIC COMMENTS

Loretto Grier Cudjoe Smith asked Commissioners for a Resolution calling for the repeal of Senate Bills 440 and 441 enacted in 1994 and 1995 primarily to reduce crime. Ms. Smith stated she would be willing to meet with individual Commissioners or during a Work Session to discuss the impact of these Bills on the budgetary expenses for jails and prisons, but most importantly, the negative effect they have had on juveniles and adults through mandatory long-term jail/prison sentences, and the fact they offer no incentive for rehabilitation or good behavior. She also spoke on the inequity of punishments for crimes committed. She thanked Commissioner Tillman for his assistance when he was president of the local NAACP.

POINTS OF PERSONAL PRIVILEGE

Commissioner Tillman stated State Senator David Lucas had sought to repeal Senate Bills 440
and 441 this year, but was unable to bring the issue up for discussion. Commissioner Tillman stated he would be willing to sponsor a Resolution for the Commission asking for the repeal of Senate Bills 440 and 441.

Commissioner Tillman also read a letter of thank you from Ervin Josey and For3Training thanking the Parks and Recreation Department for providing a venue for kids in the Middle Georgia area for three days of various basketball and life skills training. Mr. Josey also sent a Thank you card expressing his appreciation to the Parks and Recreation Department.

Commissioner Lucas introduced and recognized Deep Patel, a 10th grader at Stratford Academy, who has asked to shadow the Mayor and other Commissioners and possibly intern with other elected officials to learn more about the governmental process. She commended him for his interest in government and how it works.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 6:40 P.M.


Shelia Thurmond, CCC
Clerk of Commission
MACON-BIBB COUNTY  
Business License Division  
662 CHERRY STREET  
SUITE 500  
P.O. Box 297 • Macon, Georgia 31207  
Alcohol Beverage Application Procedures and Instructions

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<th>Beer Package</th>
<th>Wine Package</th>
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Dolgencorp, LLC Attn: Tax - 100 Mission Ridge, Goodlettsville TN 37072 615-855-4000  
d/b/a Dollar General Store #2168 3824 PIO NONO AVE, Macon GA 31206 478-788-6880

Corporation and Trade Name:  
Business Address:  
Business Telephone:  

LILLIE P OGBURN
4445 BUELL AVE, MACON GA 31204-4711  
478-474-5891

Name of Applicant and/or Agent:  
Home Address:  
Home Telephone:  

Social Security Number:  
Date of Birth:  
Age:  
County of Residence:  

**SEE REVERSE SIDE FOR DETAILED INFORMATION**

Applicant and/or Agent Information

1. Copy of appropriate (A.) State application and (B.) Personnel statement.
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprint of applicant taken by Macon Police Department (by appointment only).  
   Applicant/agent "MUST" be a resident of Macon-Bibb County.
5. Complete Consent Form for State Wide Check.
6. Submit a clear and valid copy of applicant's State of Georgia driver's license.

Location Information

Not Required, Agent Change On

1. Affidavit from the City Engineer's Department.
2. Proof of Planning and Zoning compliance.
3. Legal description of the property upon which premises are located.
10. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I  
abide by, observe and conduct my business according to the rules and regulations prescribed  
by the City of Macon, the acts of the Georgia General Assembly and the State Department of  
Revenue.

Signature of Applicant and/or Agent  
Date
Applicant Name: Lili P. D'Amore

Business Name: Dollar General Store #2168

After investigation, I recommend that the license requested hereon be [ ] Granted [ ] Denied

Signed on [Supplementary]

Date

Sheriff, Bibb County, Georgia

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

on this day of , 20 .

Clerk, Macon-Bibb County Commission

[ ] I recommend that the application be [ ] Granted [ ] Denied

on this day of , 20 .

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
Applicant Name: LULIE P. OGBORN OGBORN

Business Name: DOLLAR GENERAL STORE #2168

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

Date: 6/24/14

 Sheriff, Bibb County, Georgia

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

on this day of ___________ 20__

Clerk, Macon-Bibb County Commission
All that tract or parcel of land lying and being in Land Lot 193 of the Fourth Land District in Bibb County, Georgia and more particularly described as follows:

BEGINNING at a point on the eastern right-of-way line of Pio Nono Avenue 1292 feet from Rocky Creek Road; thence along the arc of the right of way of Pio Nono Avenue being subtended by a chord having a bearing of N 22° 08' 30" E and a distance of 434.5 feet; thence N 25° 31' 30" E, continuing along the right of way of Pio Nono Avenue, for a distance of 294.8 feet; thence N 68° 15' 30" E for a distance of 411.8 feet; thence S 68° 53' 15" W for a distance of 372.6 feet to a point on the right of way of Interstate 75; thence along the arc of the right of way being subtended by a chord having a bearing of S 39° 38' 15" W and a distance of 191.8 feet; thence continuing along the arc of the interstate right of way being subtended by a chord having a bearing of S 29° 53' 00" W and a distance of 852.8 feet; thence N 68° 31' 00" W for a distance of 619.0 feet to a point on the right of way of Pio Nono Avenue and the POINT OF BEGINNING.

ISSUED TO NAME: Dolgencorp, U.C./Lillie Oglaun

OWNER'S NAME: 

PROPOSED USE: Dollar General Store (Dollar General Store #2168)

ADDRESS OF PROPOSED USE: 3824 Pio Nono Ave

STRUCTURE: EXISTING

MAP/FACEL: 

ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

'Beer & wine sales within an existing retail store (Dollar General). This property is within an existing shopping center. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning Permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 11/23/2014 THIS PERMIT IS NULL & VOID

APPROVED BY: Bridgett Mansun

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Case should be given to comply with any deed restrictions applicable to the above referenced property or the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to secure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with the plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

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MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: LILLIE P. OGBURN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3824 PIO NONO AVENUE

BUSINESS NAME: DOLGENCORP, LLC D/B/A
DOLLAR GENERAL STORE #2168

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building
   housing church, measured and found to be more than 300 ft.; library or branch, measured and
   found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school
   ground or college campus, measured and found to be more than 300 ft.

By:  

David P. Fortson, Macon-Bibb County Engineer

Date: 5/29/19

It is respectfully requested that forms be returned no later than Friday of each week for
use by the County Commissioner's Office.
DOLLAR GENERAL #2168
3824 PIO NONO AVE
MACON, GA 31206

STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for above state and county, Dianne Buck, who deposes and says she is the Classified Manager of Advertising for The Macon Telegraph and is duly authorized by the publisher thereof to make this affidavit, and that advertisement as follows has been published in The Macon Telegraph on the following dates:

05/31/2014 06/07/2014

2947795 GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO -Pursuant to the ordinance adopted by Mayor and Council on the 15th day of August, 1979, notice is hereby given that on or after the 7th day of May, 2014, the undersigned will apply to the City of Macon for the issuance of a license at an establishment known as Dolgencorp, LLC d/b/a Dollar General #2169, and located at 3824 Pio Nono Avenue, Macon, GA 31206, this 27th day of May, 2014. s/Lillie P. Ogburn. 4445 Euell Ave. Macon, GA 31204-4711 #2947795: 5/31; 6/7

Signed

Sworn to and subscribed before me this 07 day of JUNE 2014

Notary Public

Katelyn Harris
**Macon-Bibb County**
**Business Development Services**
682 Cherry Street
:Government Center Annex 5th Floor
P.O. Box 247 • Macon, Georgia 31202-0247
Alcoholic Beverage Application Procedures and Instructions

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**Char Food Mart Inc**
**416**
Corporation and Trade Name Business Address Business Telephone

**Spoon Hai Cha**
3900 Riverside Park Blvd Apt 607 Macon
Name of Applicant and/or Agent Home Address Home Telephone

Social Security Number Date of Birth Age County of Residence

$150.00 Application Fee

**Applicant and/or Agent Information**

1. Copy of appropriate (A.) State application and (B.) Personnel statement.
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprints of applicant taken by the Bibb County Sheriff's Office Central Records Unit (by appointment only).
   Applicant/agent MUST be a resident of Macon-Bibb County.
5. Complete Consent Form for State Wide Check.
6. Submit a clear and valid copy of applicant's State of Georgia driver's license

**Location Information**

7. Affidavit from the Macon-Bibb County Engineer's Department.
8. Proof of Planning and Zoning compliance.
9. Legal description of the property upon which premises are located.
10. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Spoon Hai Cha
The application of ____________________________ is complete and the Bibb County Sheriff or his designee finds no disqualifying items present and therefore, approves it by the Bibb County Sheriff's Office.

______________________________
Sheriff or Designee
OFFICE USE ONLY

Applicant Name: Supp Hui Chia

Business Name: Shell Food Mart

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

Date

Signature on Front Page
Sheriff, Bibb County, Georgia

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

on this ______ day of __________, 20 __.

Clerk, Macon-Bibb County Commission

I recommend that the application be □ Granted □ Denied

on this ______ day of __________, 20 __.

Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
2.1 LEASED PREMISE: Subject to the terms of this Sublease and the terms of the Lease, and in consideration of the sum of Ten Dollars ($10.00), the premises, and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Tenant, with the landlord's consent, does hereby lease and demise to Subtenant and Subtenant does hereby lease and take from Tenant those certain premises described below.

(A) That certain tract or parcel of land commonly referred to as 2700 Riverside Drive, Macon, Bibb County, Georgia, which is subject to an existing lease dated August 15, 2011, between Landlord and Tenant. The legal description of the land is: All that tract or parcel of land in Lot 363 of the 13th District, City of Macon, Bibb County, Georgia, with all buildings and improvements situated thereon, to wit: COMMENCE at a point where the westerly right-of-way line of Pierce Avenue Extension intersects with the southwesterly right-of-way line of Riverside Drive and run thence N 33° 55' West along the southwesterly right-of-way line of Riverside Drive a distance of 1,175.2 feet to an iron pipe for the POINT OF BEGINNING of the property herein described; run thence S 63° 05' W a distance of 150 feet to an iron pipe; thence N 33° 55' W a distance of 700 feet to an iron pipe; thence N 63° 05' E a distance of 150 feet to an iron pipe in the southwesterly right-of-way line of Riverside Drive; thence S 33° 55' E along the southwesterly right-of-way line of Riverside Drive a distance of 200 feet to the POINT OF BEGINNING, as shown on a survey prepared by SJ Gostin Company, Inc. Macon, Georgia dated September 15, 1963;

(B) Subtenant also does sublease and take all easements and appurtenances pertaining to the subleased premise,

(C) Subtenant also does sublease and take all buildings constructed on the land, together with any and all additional improvements on the land relating to the Building or the use, occupancy and operation thereof.

(D) The subleasing of the Premises is and shall be subject to the matters of title set forth in Article 2.5 of this sublease. Subtenant hereby acknowledges that she has approved the permitted encumbrances as defined in Article 2.5 herein.

2.2 TERM OF SUBLEASE AND DELIVERY

(A) Tenant shall deliver possession of the premises to Subtenant on February 1, 2014;

(B) Unless Subtenant defaults at an earlier date, the term of this Sublease shall commence on February 1, 2014, and expire at 6:00 P.M. on January 31, 2029.

2.3 USE OF PREMISE: Subtenant shall only occupy and use the leased premises to operate a convenience food store, with gasoline sales and a carwash, and other related
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000 City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibb.gov
Telephone (478) 751-7430
Fax (478) 751-7448

PERMIT NO.: 2014-0220024
ISSUED TO NAME: Soon Hui Cha/Shell Food Mart
OWNER'S NAME: JVR INC
PROPOSED USE: C/O existing C-store with Fuel sales & Beer/Wine Pkg to Go
ADDRESS OF PROPOSED USE: 2700 RIVERSIDE DR
STRUCTURE: EXISTING
MAP/PARCEL: 00540164
ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, approval is granted to change ownership of an existing C-store with fuels sales adn Beer/Wine package to go. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 10/12/2014 THIS PERMIT IS NULL & VOID

APPROVED BY: Bridgett Manson

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Only should be given to comply with any such regulations applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize or the violation thereof, nor can it be held responsible for such violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to ensure proper placement of any structure on the premises. All construction, use, or use relating to this permit must strictly comply with site plan submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit entitles the respondent from date issued unless construction or use is halted

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TOTALS: $200.00 $200.00
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT:       SOON H. CHA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2700 RIVERSIDE DRIVE

BUSINESS NAME: SHELL FOOD MART

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building housing church, measured and found to be more than 300 ft.; library or branch, measured and found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school ground or college campus, measured and found to be more than 300 ft.

By: David P. Fortson, Macon-Bibb County Engineer

Date: 1/24/17

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
STATE OF GEORGIA
COUNTY OF BIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

04/26/2014 05/03/2014

2945339 # GEORGIA, BIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO -Pursuant to
the ordinance adopted by Mayor and Council on the 15th day of
August, 1979, notice is hereby given that on or after the 03 day
of May, 2014, the undersigned will apply to the City of Macon for
the issuance of a license at an establishment known as Shell Food
Mart, and located at 2700 Riverside Dr, Macon, GA 31204, this 16
day of April, 2014. #/Soon H. Cha 126 Witman Way Macon, GA 31210
#2945339 : 4/26;5/03

SIGNED  

Sworn to and subscribed before me this 03 day of May 2014

Notary Public

KELLY HARRIS

KELLY HARRIS
NOTARY PUBLIC

497 CHERRY ST. • MACON, GEORGIA 31201
P.O. BOX 4167 • MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
Macon-Bibb County
Business Development Services
692 Cherry Street
Government Center Annex + 5th Floor
P.O. Box 247 + Macon, Georgia 31202-0247
Alcoholic Beverage Application Procedures and Instructions

[ ] New [ ] Liquor Package [ ] Beer Package [ ] Wine Package
[ ] Transfer of Location [ ] Liquor Mixed [ ] Beer C.O.P. [ ] Wine C.O.P.
[ ] Liquor Drinks
[ ] Transfer of Ownership [ ] Liquor Wholesale
[ ] Beer Draft [ ] Wine Wholesale
[ ] Change of Agent

Sampson merger sub. Inc

Harveys Supermarket #1669
Corporation and Trade Name
1605 Shurling Dr Macon GA 31217 (478) 741-5570
Business Address
Business Telephone

Lawrence Collins
2297 Greenwood St Macon GA 31201 (478) 741-9162
Name of Applicant and/or Agent
Home Address
Home Telephone

Social Security Number 1982 32 US Date of Birth Age County of Residence

$150.00 Application Fee

Applicant and/or Agent Information

1. Copy of appropriate (A.) State application and (B.) Personnel statement
2. Complete personal performance bond included in application.
3. Current photograph of applicant or agent.
4. Fingerprints of applicant taken by the Bibb County Sheriff's Office (Records Unit by appointment only).
5. Applicant/agent MUST be a resident of Macon-Bibb County.
6. Complete Consent Form for State Wide Check.
7. Submit a clear and valid copy of applicant's State of Georgia driver's license.

Location Information

8. Affidavit from the Macon-Bibb County Engineer's Department.
10. Legal description of the property upon which premises are located.
11. Affidavit from the Macon Telegraph Newspaper.

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe and conduct my business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Lawrence Collins
Signature of Applicant and/or Agent Date

[Signature]

[Date]
OFFICE USE ONLY

Applicant Name: LAWRENCE COLLINS

Business Name: HARVEY'S SUPERMARKET #1664

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

________________________________________
Date

________________________________________
Signature on Supplemental
Sheriff, Bibb County, Georgia

Petition is hereby □ Granted □ Denied by the Macon-Bibb County Board of Commissioners on this ______ day of ________ , 20____.

________________________________________
Clerk, Macon-Bibb County Commission

I recommend that the application be □ Granted □ Denied on this ______ day of ________, 20____.

________________________________________
Mayor, Macon-Bibb County

Alcoholic Beverage License Authorization Form
OFFICE USE ONLY

Applicant Name: Harveys Supermarket H: 1664

Business Name: Lawrence Collins

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

Date 4/30/14

Sheriff, Bibb County, Georgia

Petition is hereby ☐ Granted ☐ Denied by the Macon-Bibb County Board of Commissioners on this ______ day of ________, 20____

Clerk, Macon-Bibb County Commission
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building
Retail Sales of Wine and Malt Beverages
Including both package sales and consumption on the premises
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: M. SANDLIN GRIMM ON BEHALF OF SAMSON MERGER SUB, LLC

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1665 SHRURING DRIVE

BUSINESS NAME: HARVEYS SUPERMARKET #1664

To Be Completed by County Engineer

1. Nearest corner of building housing place of business to nearest corner of building
   housing church, measured and found to be more than 300 ft.; library or branch, measured and
   found to be more than 300 ft.

2. Nearest corner of building housing place of business to nearest corner of school
   ground or college campus, measured and found to be more than 300 ft.

By: [Signature]
David P. Fortson, Macon-Bibb County Engineer

Date: 4/25/4

It is respectfully requested that forms be returned no later than Friday of each week for
use by the County Commissioner's Office.
ZONING COMPLIANCE
MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION
Suite 1000, City Hall Annex, 682 Cherry Street, Macon, GA 31201
Website: www.maconbibbga.org Telephone (478) 751-7450 Fax (478) 763-7448

ISSUED TO NAME: M. Sandlin Grimm
OWNER'S NAME: SCHAEFFER CO &
PROPOSED USE: C/O Grocery with Beer/Wine Pkg to Go
(HARVEY'S)
ADDRESS OF PROPOSED USE: 1605 SHURLING DR
STRUCTURE: EXISTING
MAP/PARCEL: T06S0251 ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing grocery with beer/wine package to go. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations. Subject to requirements of GA Department of Agriculture.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 11/16/2014 THIS PERMIT IS NULL & VOID.

APPROVED BY: Jaranda Doxton

NOTICE
This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental-agency whose regulation may be applicable. Care should be given to comply with any deed restrictions applicable to the above-referenced property or the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with the plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
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<tr>
<td>Commercial, Industrial, Institutional</td>
<td>$200.00</td>
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</tbody>
</table>
MORRIS, MANNING & MARTIN, LLP
24 DRAYTON STREET
SUITE 712
SAVANNAH, GA 31401

STATE OF GEORGIA
COUNTY OF RIBB

Personally appeared before me, a notary public within and for
above state and county, Dianne Buck, who deposes and says she is
the Classified Manager of Advertising for The Macon Telegraph and
is duly authorized by the publisher thereof to make this
affidavit, and that advertisement as follows has been published in
The Macon Telegraph on the following dates:

06/24/2014 05/31/2014

2947460 # GEORGIA, RIBB COUNTY NOTICE OF INTENT TO FILE
REQUEST FOR BEER, WINE LICENSE PACKAGED TO GO -Pursuant to
the ordinance adopted by Mayor and Council on the 15th day of
August, 1979, notice is hereby given that on or after the 31st day
of May, 2014, the undersigned will apply to the City of Macon for
the issuance of a license at an establishment known as Harvey's
#1664, and located at 1606 Shurling Drive, Macon, GA 31211, this
20th day of May, 2014. #/Lawrence Collins, Applicant 2297
Greenwood Ct. Macon, GA 31206 #2947460: 5/24, 31

SIGNED

Sworn to and subscribed before me this 31 day of MAY 2014

Notary Public

Kelly Harris

487 CHERRY ST. * MACON, GEORGIA 31201
P.O. BOX 4167 * MACON, GEORGIA 31208-4167
478-744-4200 OR 1-800-342-5845
EXHIBIT B-20

All that tract or parcel of land lying and being in Land Lots 27, 28, 41 and 42, in the Macon Reserve East of Bibb County, Georgia, containing 35.712 acres and being more particularly described according to a plat of survey prepared for Francis Treadway Shurlin by Walter P. Copeland, Georgia Registered Land Surveyor No. 2271, dated December 14, 1936, recorded in the Clerk's Office of Bibb Superior Court in Plat Book 80, Page 30, as follows:

BEGIN at the concrete monument located at the point of intersection of the southeasterly right-of-way line of Shurlin Drive with the southwesterly right-of-way line of Pineshill Drive and run thence south 76 degrees 57 minutes 46 seconds east along the southwesterly right-of-way line of Pineshill Drive a distance of 149.73 feet to an iron pin; run thence south 11 degrees 37 minutes 04 seconds west a distance of 179.76 feet to an iron pin; run thence south 77 degrees 13 minutes 57 seconds east a distance of 140.44 feet to an iron pin; run thence south 46 degrees 12 minutes 46 seconds west a distance of 139.64 feet to an iron pin; run thence north 52 degrees 54 minutes 50 seconds west a distance of 106.60 feet to an iron pin; run thence south 35 degrees 23 minutes 25 seconds west a distance of 60.14 feet to an iron pin; run thence south 41 degrees 50 minutes 21 seconds east a distance of 96.00 feet to an iron pin; run thence south 44 degrees 42 minutes 45 seconds west a distance of 188.09 feet to an iron pin; run thence south 40 degrees 13 minutes 22 seconds west a distance of 133.12 feet to an iron pin; run thence south 50 degrees 44 minutes 36 seconds west a distance of 155.25 feet to an iron pin; run thence south 39 degrees 47 minutes 18 seconds west a distance of 53.94 feet to an iron pin; run thence south 54 degrees 54 minutes 02 seconds west a distance of 101.24 feet to an iron pin; run thence south 35 degrees 49 minutes 50 seconds west a distance of 103.28 feet to an iron pin; run thence north 84 degrees 48 minutes 13 seconds east a distance of 52.89 feet to an iron pin; run thence south 43 degrees 03 minutes 06 seconds west a distance of 67.38 feet to an iron pin; run thence south 45 degrees 14 minutes 35 seconds west a distance of 38.89 feet to an iron pin; run thence south 23 degrees 31 minutes 57 seconds west a distance of 44.09 feet to an iron pin; run thence south 21 degrees 03 minutes 24 seconds west a distance of 32.00 feet to an iron pin; run thence south 19 degrees 37 minutes 46 seconds west a distance of 116.00 feet to an iron pin; run thence south 02 degrees 47 minutes 46 seconds west a distance of 172.00 feet to an iron pin; run thence south 41 degrees 47 minutes 46 seconds west a distance of 57.00 feet to an iron pin; run thence south 28 degrees 59 minutes 36 seconds west a distance of 350.00 feet to an iron pin; run thence south 09 degrees 33 minutes 00 seconds east a distance of 189.00 feet to an iron pin; run thence south 10 degrees 00 minutes 00 seconds west a distance of 225.70 feet to the centerline of Walnut Creek (said point being hereby designated for future use herein as Point "A"); run thence in a generally northerly direction along the centerline of the run
of Walnut Creek, following the meanderings thereof, a distance of 1,902.66 feet, more or less, to an iron pin located on the southeasterly right-of-way line of Shurling Drive. (said point being herein designated, for future use herein as Point "W"), (said Point "W" may be located by beginning at Point "N" hereinafter established and running thence south 76 degrees 31 minutes 36 seconds west a distance of 104.22 feet; running thence north 48 degrees 54 minutes 46 seconds west a distance of 154.77 feet; running thence north 07 degrees 12 minutes 40 seconds west a distance of 202.74 feet; running thence north 35 degrees 48 minutes 08 seconds west a distance of 112.97 feet; running thence north 46 degrees 00 minutes 19 seconds west a distance of 176.27 feet; running thence north 71 degrees 30 minutes 56 seconds west a distance of 254.42 feet; running thence north 09 degrees 45 minutes 26 seconds west a distance of 294.86 feet; running thence north 42 degrees 32 minutes 16 seconds east a distance of 72.70 feet; running thence north 06 degrees 37 minutes 11 seconds east a distance of 114.98 feet; running thence north 04 degrees 56 minutes 40 seconds west a distance of 224.87 feet; running thence north 04 degrees 40 minutes 09 seconds east a distance of 350.46 feet to said Point "W"); run thence north 30 degrees 18 minutes 25 seconds east along the southeasterly right-of-way line of Shurling Drive a distance of 72.05 feet to a concrete monument; run thence north 01 degrees 28 minutes 57 seconds east along the southeasterly right-of-way line of Shurling Drive a distance of 258.44 feet to an iron pin; run thence north 74 degrees 51 minutes 08 seconds east along the southeasterly right-of-way line of Shurling Drive a distance of 33.88 feet to an iron pin; run thence in a generally northeasterly direction along the southeasterly right-of-way line of Shurling Drive, which is along the arc of a curve to the left having a radius of 3,977.90 feet, an arc distance of 1,193.12 feet to a concrete monument located north 65 degrees 03 minutes 09 seconds east of and a chord distance of 1,188.42 feet from the iron pin hereinafter last referred to; run thence north 57 degrees 19 minutes 20 seconds east along the southeasterly right-of-way line of Shurling Drive a distance of 90.04 feet to the concrete monument hereinafter first referred to, which is back to the point of beginning.

This is a portion of the property conveyed to F. Trikeyy Shurling by the Trustee's Deed from F. Trikeyy Shurling, an Trustee Under Item IV of the Last Will and Testament and Codicil of Francis F. Shurling dated September 29, 1931, recorded in the Clerk's Office of Alhambra Superior Court in Deed Book 2182, Page 278, and contains therein certain buildings and improvements known as the Shurlington Plaza Shopping Center.
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: ______________________________
        Shelia 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.

__________________________________    (Notary Seal/Stamp)
        Signature of Notary Public
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 REPRESENTATIVR (Print)

154 Falcon Drive
STREET ADDRESS

Forest Park  GA  30297
CITY  STATE  ZIP CODE

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

dave@ogHughes.com
E-MAIL ADDRESS

MBE 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: gcine@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-GEC

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

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B. **Working Height – Minimum 43 feet**

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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.

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

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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 8.9-in (223 mm) 42” of isolation Fully retracted and—35-inches (899 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.


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 (166 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/Part 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 pedestal design with large service openings.**

4. **Reservoir, minimum 7-12 gallon (26.5-45.4L) 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)

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.

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

23. Rubber Wheel chocks, (pair)

UNIT AND HYDRAULIC ACCESSORIES

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

25. Hydraulic oil and lubricants

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

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

28. Torsion bar stabilizer installed on rear axle

29. Torsion bar stabilizer installed on front axle

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:

A. Body: Fabricated from A40 grade 100% zinc alloy coated steel with the following minimum gauge thickness:

- 46 14 gauge outside panels
- 46 14 gauge top panels
- 14 gauge end panels
- 20 gauge inner door panels
- 18 gauge outer door panels
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 -- ¼"
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" Tailsheft 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 turnable 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 "Marlex" 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  

12
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
   - Cummins Turbo diesel engine w/engine block heater RAM only
   - Automatic transmission with PTO provision
   - Minimum 36 gallon fuel tank capacity 40 gal on Ford 52 gal on RAM
   - 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
   - LT225/70R19.5F SBR BSW All terrain tires with Spare 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 Chassis 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 EIH with Knapheide body on RAM 5500 chassis__

40 Ft. Unit  Price $93,901________ Delivery __210 days ARO__
Brand _____Versalift SST-40 EIH 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: %________________ $________________

MBE Supplier: Y____ N_X____
WBB 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 services 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 an 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.

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**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 E-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 prior 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
   6203 Alabama Highway
   Ringgold, GA 30736
   Brad Harwood
   706-965-1220

2. Georgia DOT Department of Transportation
   Office of Equipment Mgmt
   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
   (256) 427-5060

19
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 __________________________ Richard B. Hughes / Secretary __________________________
(Print Name and Title) __________________________ (Print Name and Title) __________________________

CORPORATE SEAL,

MINORITY OWNED: Y N X
SST-37/40
Articulated/Telescopic Aerial Lift
DEMAND BETTER

TIME MANUFACTURING COMPANY

For more information on the SST-37/40, contact:

1-800-621-2122 or info@time-mfg.com
## GENERAL SPECIFICATIONS

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<th>SST-40-ELH</th>
<th>SST-37-ENH</th>
<th>SST-40-ENH</th>
<th>SST-37-NE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Horizontal Reach</strong></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>
</tr>
<tr>
<td><strong>Standard Platform Capacity</strong></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>
</tr>
<tr>
<td><strong>Maximum Platform Capacity (up) (kg)</strong></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>
</tr>
<tr>
<td><strong>Outer Boom Lift Eye Capacity</strong></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>
</tr>
<tr>
<td><strong>With Standard Pedestal</strong></td>
<td>36' reach using special pedestal</td>
<td>36' reach using special pedestal</td>
<td>36' reach using special pedestal</td>
<td>36' reach using special pedestal</td>
<td>36' reach using special pedestal</td>
</tr>
<tr>
<td><strong>Height to Top of Platform</strong></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>
</tr>
<tr>
<td><strong>Working Height</strong></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><strong>Slewed Travel Height</strong></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><strong>Weight of Lift</strong></td>
<td>2230 lbs. (1012 kg)</td>
<td>2335 lbs. (1061 kg)</td>
<td>2190 lbs. (993 kg)</td>
<td>2295 lbs. (1041 kg)</td>
<td>2190 lbs. (993 kg)</td>
</tr>
</tbody>
</table>

(without oil and mounting hardware)

## 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. Rated GWR can vary significantly with chassis, lift mounting location, service body, accessories, and coated paint.

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**TIME MANUFACTURING COMPANY**
P.O. Box 209368
Waco, TX 76702-0368
254.399.2100
Fax: 254.399.2651
1.800.825.1085
www.timanufacturing.com
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: 

SHEILA 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: ________________________________ Date

Robert A. B. Reichert, Mayor

Attest: ______________________________ Date

Sheila Thurmond, Clerk of Commission

On Behalf of Middle Georgia Regional Commission:

By: ________________________________ Date

Authorized Official

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)
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 00/100 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.

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 untenantable 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 occupany.

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

(SAFFIX 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 Sieg

Attest: Chrsy Fuller

Signed, sealed and delivered in the presence of:

Andrea L. Ware

Notary Public, Bibb County, Georgia

TENANT
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A BI-PARTY AGREEMENT FOR THE FUNDING AND OPERATION OF THE MACON-BIBB COUNTY TRANSIT AUTHORITY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about April 30, 1981, the City of Macon and Bibb County, Georgia entered into a tri-party agreement for funding and certain assets to be allocated to the newly formed Macon-Bibb County Transit Authority, with said funds and assets to be used by the Macon-Bibb County Transit Authority to provide public transportation options to the citizens and guests of the City of Macon and Bibb County, Georgia; and

WHEREAS, the core of this agreement, with various extensions, amendments, and modifications, remained in effect until June 30, 2014; and

WHEREAS, on or about December 31, 2013, the City of Macon and Bibb County, Georgia formed a consolidated government; and

WHEREAS, Macon-Bibb County, as successor in interest to the City of Macon and Bibb County, Georgia, continued to honor the terms of the tri-party agreement; and

WHEREAS, the Macon-Bibb County Transit Authority now wishes to enter a new agreement with the consolidated government of Macon-Bibb County; and

WHEREAS, this agreement details the funding guidelines that Macon-Bibb County will allocate to the Macon-Bibb County Transit Authority in order to continue to provide public transportation to the citizens and guests of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a bi-party agreement for the funding and operation of the Macon-Bibb County Transit Authority.

SO RESOLVED this ___ day of ______________, 2014.

By: __________________________
ROBERT A.B. REICHERT, Mayor

Attest: _________________________
SHEILA THURMOND, Clerk of Commission

(SEAL)
BI-PARTY AGREEMENT BETWEEN MACON-BIBB COUNTY TRANSIT AUTHORITY AND MACON-BIBB COUNTY, GEORGIA

STATE OF GEORGIA
MACON-BIBB COUNTY

THIS AGREEMENT, is made and entered into this _____ day of July, 2014 by and between MACON-BIBB COUNTY TRANSIT AUTHORITY, (hereinafter “Authority”), and MACON-BIBB COUNTY, GEORGIA (hereinafter “County”).

WHEREAS, the General Assembly of the State of Georgia at its 1980 Session adopted Act No. 1284 to provide public transportation to the citizens of The City of Macon and The County of Bibb and to authorize the creation of the MACON-BIBB COUNTY TRANSIT AUTHORITY; and

WHEREAS, a joint resolution was adopted by The City of Macon on the 21st day of October, 1980 and by Bibb County, Georgia on the 3rd day of February, 1981, making Chapters one (1) through five (5), inclusive, of said Act effective and creating thereby the MACON-BIBB COUNTY TRANSIT AUTHORITY; and

WHEREAS, The City of Macon, Bibb County, Georgia, and The Authority entered into a Tri-Party Agreement on April 30th, 1981 providing for the funding of The Authority and the transfer to The Authority of certain assets necessary to the operation of a transit system; and

WHEREAS, the Parties to this Agreement have amended and extended the Agreement first entered into on April 30th, 1981; and

WHEREAS, the Parties to this Agreement have heretofore entered into a Tri-Party Agreement on October 29th, 1991 and said agreement was terminated by The City of Macon effective at midnight on June 30th, 1996; and

WHEREAS, the Parties to this Agreement then entered into a Tri-Party Agreement which commenced on July 1st, 1996 that continued through midnight June 30th, 2003; and

WHEREAS, the Parties to this Agreement then entered into a Tri-Party Agreement which commenced on July 1st, 2003 and will continue through midnight on June 30th, 2011; and
WHEREAS, the Agreement was automatically renewed for successive terms of one (1) year each thereafter through June 30th, 2014; and

WHEREAS, Bibb County, Georgia and the City of Macon were consolidated into Macon-Bibb County on December 31st, 2013; and

WHEREAS, the Parties desire to enter into a new Bi-Party Agreement whereby The Authority will continue to provide public transportation to the citizens of Macon-Bibb County, Georgia.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual covenants contained herein and the benefits to be derived here from, the Parties do hereby agree as follows:

1.

The Authority shall continue to operate a transit system for the benefit of the citizens of Macon-Bibb County, Georgia as efficiently and economically as reasonably possible and in the exercise of its collective independent judgment.

2.

The Authority shall provide Macon-Bibb County with a proposed operating budget when requested, but no sooner than the 28th day of February of each year. The budget shall be balanced and shall include all anticipated revenues including Federal Funds, County contributions, as well as all estimated expenditures. The County shall be entitled to a full budgetary review of The Authority's budget, including budget hearings with the Mayor and the Board of County Commissioners. The Authority shall have an annual audit by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. The audit shall be accomplished within one hundred and eighty (180) days following the end of the fiscal year.

Additionally, The Authority shall provide monthly statements of revenues and expenses to The County.

3.

During the term of this Agreement, The County shall provide operating funds to The Authority each month in an amount equal to one-twelfth (1/12) of the Authority's estimated operating deficit.

4.

All revenues generated by The Authority's daily operation and traditionally
included in The Authority's operating budget, including, but not limited to, fares, advertising fees, interest and charter fees shall be expended toward general operations of The Authority.

One-third (1/3) of Twenty-five cents ($0.25) of each fare will be placed in a separate account for capital improvements. Those funds shall only be expended for the replacement of buses and related capital expenditures required to sufficiently and economically operate the bus transit system.

5.

The Authority has established and The County has agreed to an operating reserve in an amount equal to forty-five (45) days of budgeted operating expenses based upon a three hundred and sixty-five (365) day year. For purposes of this Agreement, operating reserves is defined as current assets minus current liabilities. Should the Authority received federal funds that are deferred for future use or are restricted from non-operating purposes, these amounts will be excluded from the computation of operating reserves.

No accumulation of funds other than that which results from the operating reserve and from the percentage of operating revenue as established in this paragraph and Paragraph Five (5) relating to the bus replacement fund shall be allowed and any excess shall result in an adjustment in payments made by The County pursuant to Paragraph Three (3) herein. In the event the operating reserve shall fall below the budgeted amount, The County will pay to The Authority any sums necessary to raise the working reserve to the amount set forth in the budget subject to the Authority providing to The County sufficient documentation and explanation for the deficit.

6.

The Authority shall maintain liability insurance covering the operation of its buses; such coverage to be in amounts not less than those amounts presently in force. The Authority shall include The County as additional insurers, as their interests may appear.

7.

The terms and conditions of any Lease between The County and The Authority covering the premises (including the land and building) used by The Authority, whether currently existing or executed during the term of this Agreement, are by reference incorporated herein and made a part hereof.
8.

Any default in this Agreement or the above referred to Lease, which default continues for a period of ninety (90) days after written notice of such default has been transmitted to The Authority, shall authorize The County to terminate the Lease or this Agreement or both, enter and take possession of the premises and shall entitle The County to receive from The Authority a re-conveyance of any of the assets still held by The Authority which were conveyed by The County to The Authority and all other assets used in the operation of the business of The Authority, subject to any priority claim or lien. This remedy shall be in addition to all other remedies available to the parties authorized by law. In the event The County takes possession of the leased premises or acquires title to the assets of The Authority, the funding obligation of The County shall cease.

9.

The parties agree that The Authority is not the agent of The County and subject to the provisions of this Agreement shall have sole direction of the affairs of the transit system.

10.

All notices required by any provision of this Agreement shall be given in writing, either by personally handing to the Party to be notified of such written notice or depositing the same in the United States mail with sufficient postage by Registered or Certified Mail addressed to the Party to whom notice is to be given. Notices to The County shall be addressed to the Mayor, Government Center, 700 Poplar Street, Macon, Georgia 31201 and notices to The Authority shall be addressed to the Chairman of the Macon-Bibb County Transit Authority, 200 Cherry Street, Macon, Georgia 31201, or at such other address as may be provided to the parties to this agreement with a copy to the General Manager/CEO of the Transit Authority at the same address. Notice shall be deemed to have been made at the time of depositing the letter in the United States Post Office.

11.

This contract shall commence at midnight on the 1st day of July 2014 and shall continue for a term of one (1) year ending at midnight on the 30th day of June 2015.

At the expiration of the original term specified above, this Agreement shall be
renewed automatically, without the execution of any further contract, for successive
terms of one (1) year each, unless one of the Parties at their sole option, shall give written
notice of its intention to terminate this Agreement at least sixty (60) days prior to the
expiration of the original term, or any subsequent one-year term provided for herein. All
renewal periods shall be on the same terms and conditions as specified herein.

IN WITNESS WHEREOF, the Parties hereunto, by and through their duly
authorized officers, have hereunto set their hands and affixed their seals, the day and year
above first written.

On Behalf of Macon-Bibb County:

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

Attest: __________________________ Date
        Shelia Thurmond, Clerk of Commission

Signed, Sealed, and Delivered in the presence of:

_________________________________________________________________________
Notary Public
My Commission Expires: ___/___/___
(Notary Seal/Stamp)

On Behalf of Macon-Bibb County Transit Authority:

By: ____________________________ Date
    Craig Ross, Chairman

Attest: __________________________ Date
        Morris Cohen, Secretary

Signed, Sealed, and Delivered in the presence of:

_________________________________________________________________________
Notary Public
My Commission Expires: ___/___/___
(Notary Seal/Stamp)
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 4 ARTICLE II OF THE ALCcoholic 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 establish 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:

SHELIA 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. 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.
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.

ATTACHMENT 3.A

SPONSOR: Mayor Robert A. B. Reichert

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO CONVEY THE PAVED PARKING LOT AT 412 NEW STREET TO THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY FOR THE PURPOSE OF SELLING A PORTION OF IT TO THE AMERICAN CANCER SOCIETY FOR FUTURE DEVELOPMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County of Macon is the owner of a paved parking lot located at 412 New Street ("412 New Street Parking Lot") described as the cross-hatched area in the attached Exhibit "A"; and

WHEREAS, the American Cancer Society, located at 804 Cherry Street, Macon, Georgia, is in need of twenty (20) new parking spaces due to the development of the property currently used by their staff and clients for parking; and

WHEREAS, the Macon-Bibb County Urban Development Authority ("UDA") has as part of its mission the development of the Central Business District of Macon; and

WHEREAS, the Macon-Bibb County Commission would like to transfer title of the 412 New Street Parking lot to the UDA for the purpose of selling a portion of it to the American Cancer Society at market rates for the provision of twenty (20) parking spaces and for development in the future, while reserving air rights for future development of a parking deck or other structure on the 412 New Street Parking Lot.

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 convey to the UDA the 412 New Street Parking Lot for future development as approved by Macon-Bibb County pursuant to the agreement attached hereto as Exhibit "B", a portion of which property sufficient for twenty (20) parking spaces may be sold by UDA to the American Cancer Society at market rates subject to reserving air rights for future development of a parking deck or other structure on said property.

BE IT FURTHER RESOLVED that, should such property not be developed by the UDA within three years, or should a substantial portion of the property fail to be sold or transferred for development as approved by the Macon-Bibb County within three years, title to such property shall be transferred back to the Macon-Bibb County by UDA at the Macon-Bibb County's request and at no cost to the Macon-Bibb County.

SO RESOLVED this ______ day of ________________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ______________________
SHELIA THURMOND, CLERK OF COMMISSION
DEVELOPMENT AGREEMENT BETWEEN
MACON-BIBB COUNTY
AND
MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

This Agreement is made and entered into this __________ day of __________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia (the “County”) and Macon-Bibb County Urban Development Authority (the “Authority”).

WHEREAS, the County wishes to develop certain property, known as the parking lot at 412 New Street and as more fully described on the quit claim deed attached hereto (the “Property”), which is made a part hereof by reference thereto as if fully set forth herein, and the Authority wishes to assist the County in developing the Property; and

WHEREAS, the development of the Property will assist the County and the Authority in attaining their goals of urban renewal and redevelopment and will benefit all of the citizens of the County and Bibb County; and

WHEREAS, it is anticipated that a parking garage or other structure may be constructed on the Property in the future and the County and the Authority agree that the County expressly reserves “air rights” above the property for the construction of such a structure and also reserves the right to construct appropriate foundation and support for the structure on the Property,

NOW, THEREFORE, the parties agree as follows:

1. The County shall convey to the Authority by the quit claim deed attached hereto as Exhibit A, the Property for purposes of development, with the understanding and on the express condition that unless otherwise agreed to in writing, the Authority shall pay to the County all proceeds from such development, net of the Authority’s expenses and commission. Such commission, including any commissions paid to the Authority or third parties, shall not in the aggregate exceed 10% of the proceeds of development of the Property.

2. It is further agreed that should the Property not be developed by the Authority within three years of the date of this Agreement, title to the Property shall be transferred back to the County at the County’s request and at no cost to the County.

3. It is further agreed that the County expressly reserves air rights over the Property for the purpose of construction of a parking garage or other building on the Property. The County further reserves the right to construct appropriate foundation, footings and support for such garage or building on the Property. Any sale of Property by Authority shall be subject to this reservation of rights by the County.
AGREED UPON AND ACKNOWLEDGED BY:

MACON-BIBB COUNTY

Mayor Robert A.B. Reichert

ATTEST:

Shelia Thurmond, Clerk of Commission

Unofficial Witness

Notary Public

MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY

Title:

Unofficial Witness

Notary Public
STATE OF GEORGIA

COUNTY OF BIBB

QUITCLAIM DEED

THIS INDENTURE, made this ___ day of __________, 2014 between MACON-BIBB COUNTY, a political subdivision of the State of Georgia, as party of the first part, (hereinafter referred to as “Grantor”) and MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY, as party of the second part, (hereinafter referred to as “Grantee”).

WITNESS:

That the said Grantor, in consideration of One Dollar ($1.00), and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does remise, convey and forever quitclaim to the said Grantee:

All that tract or parcel of land lying and being part of original Lot 5 of Square 63, Old City, Macon, Bibb County, Georgia, and being shown as Parcel “B” on a plat by William Causey, Land Surveyor, said plat dated March 27, 1995 and attached herein as Exhibit “A” and also on a plat recorded in Plat Book 85, Page 63, Clerk’s Office, Bibb Superior Court, and being more particularly described as follows:

Beginning at the point marking the intersection of the southwest line of Cherry Street with the southeast line of New Street, as extended by encroachments previously granted, running thence S36°38’17”W along the southeast line of New Street a distance of 75.00 feet to the True Point of Beginning, running thence S53°09’14”E a distance of 129.70 feet to a point, running thence S36°38’17”W a distance of 147.72 feet to a point lying on the northeast line of Cherry Street Lane, running thence N53°09’14”W along the northeast line of Cherry Street Lane a distance of 131.30 feet to a point marking the intersection of said line with the southeast line of New Street, running thence N36°38’17”E along the southeast line of New Street a distance of 103.50 feet to a point, running thence S53°09’14”E a distance of 1.60 feet to a point, running thence N36°38’17”E a distance of 44.22 feet to the Point of Beginning.
Tract described herein contains 19,325 square feet or 0.444 acre.

The purpose of this Quitclaim Deed is forever to release and quitclaim any interest the Grantor has now or ever had in the above-described property. Excepted from this conveyance are all the land, property and space, at and above a horizontal plane at an elevation of 10 feet above the above-described property, the horizontal limits of which are the planes formed by projecting vertically upward from the surface of the earth the boundaries of the above-described property. This conveyance is subject to the right of the Grantor to construct any foundation, footing or other support for a building on the above-described property. This conveyance is further subject to all public and private utilities and their respective easements and appurtenances now existing on the above-described property.

TO HAVE AND TO HOLD the said described premises to the said Grantee so that neither the said Grantor nor any person or persons claiming under it shall at any time, by any means or ways, have claim or demand any right or title to the aforesaid described property or its appurtenances or any right thereof.

THIS CONVEYANCE has been authorized by a resolution of the Macon-Bibb County Commission, adopted on the ______ day of __________________, 2014.

IN WITNESS WHEREOF, the said Grantor, acting by and through its proper officials, has signed and sealed this deed on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MACON-BIBB COUNTY:

BY: ____________________________
Mayor Robert A.B. Reichert

ATTEST:

Shelia Thurmond, Clerk of Commission

UNOFFICIAL WITNESS

NOTARY PUBLIC
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO WRITE A LETTER OF ENDORSEMENT ON BEHALF OF MACON-
BIBB COUNTY AND THE MIDDLE GEORGIA REGION IN SUPPORT OF THE APPLICATION FOR FUNDING RELATED TO ECONOMIC DIVERSIFICATION FROM THE OFFICE OF ECONOMIC ADJUSTMENT IN THE UNITED STATES DEPARTMENT OF DEFENSE; AND FOR OTHER PURPOSES.

WHEREAS, the Office of Economic Adjustment in the United States Department of Defense operates several programs to support state and local governments as they plan to carry out community adjustment and diversification programs in response to changes in the Department of Defense; and

WHEREAS, one of the programs is the Defense Industry Adjustment Program which is specifically designed to assist communities that rely heavily on Department of Defense contracts with the process of economic diversification; and

WHEREAS, the presence of Robins Air Force Base and the significant role it plays in the economy of Middle Georgia makes the region eligible to apply for funding through the Office of Economic Adjustment; and

WHEREAS, projects funded through the Office of Economic Adjustment would benefit multiple counties, cities, and the state; and

WHEREAS, Houston County, after consultation with the cities of Centerville, Perry, and Warner Robins and the 21st Century Partnership, has requested that the Middle Georgia Regional Commission work in collaboration with the regional partners to prepare and submit an application for funding; and

WHEREAS, the Middle Georgia Regional Commission has agreed to serve as the applicant for the project on behalf of the region; and

WHEREAS, as a regional partner and in recognition of the importance of Warner Robins Air Force Base to the economic well-being of the middle Georgia area, Macon-Bibb County offers its strong support for the funding application and encourages the Middle Georgia Regional Commission to proceed with the application for financial assistance related to economic diversification from the Office of Economic Adjustment; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is hereby authorized to
write a letter of endorsement on behalf of Macon-Bibb County in support of the application for funding from the Office of Economic Development; and

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission that the Mayor is authorized to take any and all other actions necessary for effectuating the terms of said Resolution.

SO RESOLVED this _____ day of ____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)
June 26, 2014

Mr. Ralph Nix
Middle Georgia Regional Commission
175 Emery Highway, Suite C
Macon, Georgia 31217

Dear Mr. Nix:

INSERT NAME OF ENTITY supports and endorses the preparation and submission of a Defense Industry Adjustment grant application by Middle Georgia Regional Commission to the DOD Office of Economic Adjustment. It is our understanding that Middle Georgia is eligible for funding due to defense related job losses, as well as the region’s dependency on Robins Air Force Base and its tenant organizations especially the logistics complex. This grant is an opportunity for Middle Georgia to secure funding for a variety of projects that will strengthen Middle Georgia’s economy and help chart a course for success.

If you have any questions or need assistance in the preparation and execution of grant activities, please don’t hesitate to contact me at

Sincerely,
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
JEFFERY MONROE AS CHAIRMAN OF THE SPLOST ADVISORY COMMITTEE TO
FILL THE UNEXPIRED TERM OF DAN SLAGLE; 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 Mayor Robert A.B. Reichert’s
appointment of Jeffery Monroe as Chairman of the SPLOST Advisory Committee to fill the
unexpired term of Dan Slagle is hereby confirmed.

SO RESOLVED this _____ day of _______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING DR. STEVEN E. CORKERY TO THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; 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 subsections (b) and (h) of O.C.G.A. § 37-2-6, Dr. Steven E. Corkery is reappointed to the Board of Directors of the River Edge Behavioral Health Community Service Board for a three (3) year term beginning on July 1, 2014, and ending on June 30, 2017.

SO RESOLVED this ____ day of _______________, 2014.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
June 26, 2014

Robert Reichert
Mayor of Macon-Bibb County
P.O. Box 247
Macon, GA 31202

Dear Mayor Reichert:

As we have discussed with your office over the past weeks, Dr. Steven E. Corkery’s appointment to the Board of Directors of River Edge Behavioral Health Community Service Board will expire on June 30, 2014. As requested by your office, a criminal history background check was provided to confirm Dr. Corkery’s eligibility to be reappointed.

I await confirmation that Dr. Corkery has been reappointed for another term. It would be so helpful to receive confirmation of his reappointment prior to July 10, 2014 so that Board materials may be sent him in advance of the July meeting.

We appreciate the ongoing partnership with you and the Macon-Bibb consolidated government.

Sincerely,

Shannon Terrell Harvey, LCSW
Chief Executive Officer

CC: Sam Henderson
File
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING MACON-BIBB COUNTY MAYOR PRO TEM BERT BIVINS TO FILL A VACANT POSITION ON THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; 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 subsections (b) and (h) of O.C.G.A. § 37-2-6, Macon-Bibb County Mayor Pro Tem Bert Bivins is appointed to fill a vacant position on the Board of Directors of the River Edge Behavioral Health Community Service Board.

SO RESOLVED this _____ day of ______________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
________________________
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING ERIC P. MANSON TO FILL THE UNEXPIRED TERM OF DAVID DANZIE ON THE MACON HOUSING 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 Eric P. Manson is appointed to fill the unexpired term of David Danzie on the Macon Housing Authority.

SO RESOLVED this _____ day of ____________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING
CHRISTOPHER C. TSAVATEWA TO THE BIBB COUNTY BOARD OF HEALTH TO
FILL THE UNEXPIRED TERM OF WALTER WILSON; 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,
Christopher C. Tsavatewa is appointed to fill the unexpired term of Walter Wilson on the Bibb
County Board of Health.

SO RESOLVED this ___ day of ____________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING ETHEL CULLINAN TO THE BIBB COUNTY BOARD OF HEALTH TO FILL THE UNEXPIRED TERM OF ELEANOR CASTELLAW; 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, Ethel Cullinan is appointed to fill the unexpired term of Eleanor Castelaw on the Bibb County Board of Health.

SO RESOLVED this ____ day of ______________, 2014.

_________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

_________________________
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A JUVENILE JUSTICE INCENTIVE GRANT IN THE AMOUNT OF $387,384.00 FROM THE GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL THAT HAS BEEN AWARDED TO THE BIBB COUNTY JUVENILE COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Criminal Justice Coordinating Council was established by the General Assembly in 1981; and

WHEREAS, the Criminal Justice Coordinating Council manages state grant programs funded by the Georgia General Assembly; and

WHEREAS, Juvenile Justice reform and reinvestment in Georgia’s youth is one of the top priorities of the Georgia State Legislature, the Governor of Georgia, and the Criminal Justice Coordinating Council; and

WHEREAS, the Bibb County Juvenile Court has applied for and been awarded an Juvenile Justice Incentive Grant from the Criminal Justice Coordinating Council for FY’ 15;

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 Subgrant Award Agreement with the Georgia Criminal Justice Coordinating Council for acceptance of a Juvenile Justice Incentive Grant for FY’ 15 in the amount of $387,384.00 to help fund Bibb County Juvenile Court incentives 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)
MEMORANDUM

TO: Mr. McClendon
    Assistant County Attorney

Julie Moore
    Grants Manager

Sherita Jones
    Grants Accountant

FROM: Kari Kitchens
    Grants Resources Administrator

DATE: 7/2/2014

SUBJECT: Juvenile Justice Incentive Grant Funding FY 2014

Mr. McClendon, Ms. Moore and Ms. Jones:

Please find enclosed the following grant award documents requiring Mayor Reichert’s signature, Ms. Juliucci’s signature, and Ms. Simmons signature:

Subgrant Award—please have Mayor Reichert sign at the bottom of page one;

Special Conditions—Please have Mayor Reichert initial special conditions 1-16 & sign at the bottom of page three;

Reimbursement Selection Form—please have Ms. Juliucci sign at the bottom of page one;

Vendor Management Form—please have Ms. Simmons complete and sign section two

Grants Manager Approval: ____________________________
Date: ____________________________

Grants Accountant Approval: ____________________________
Date: ____________________________
June 24, 2014

The Honorable Quintress Gilbert
Bibb County Juvenile Court
780 Third Street
Macon, Georgia 31201

Dear Judge Gilbert:

Congratulations! I am pleased to notify you that the Juvenile Justice Incentive Grant Funding Committee has awarded a grant to the Baldwin County Juvenile Court in the amount of $387,384.00. This grant award is effective July 1, 2014 through June 30, 2015.

As you know, juvenile justice reform and reinvestment in Georgia is not only one of my top initiatives as Governor but also a very strong personal interest. I have seen firsthand the success stories that come out of courtrooms like yours. In addition to the reforms mandated by H.B. 242, by providing you with the resources you need and expanding these community-centered, evidence-based services throughout the state, we can improve public safety and positively changes lives in the process.

You soon will receive information from the Juvenile Justice Incentive Grant Funding Committee and the Criminal Justice Coordinating Council regarding your award and other grant-related matters. Thank you for your service to the State of Georgia.

Sincerely,

Nathan Deal
June 24, 2014

The Honorable Quintress Gilbert
Bibb County Juvenile Court
780 Third Street
Macon, Georgia 31201

Dear Judge Gilbert,

Congratulations! I am pleased to inform you that the Juvenile Justice Incentive Grant Funding Committee has awarded a grant to the Bibb County Juvenile Court in the amount of $387,384.00 effective July 1, 2014.

Juvenile Justice Reform and Reinvestment in Georgia’s youth is one of Governor Nathan Deal’s and the Criminal Justice Coordinating Council’s top priorities for the state. As the Executive Director, I enthusiastically support the Governor’s initiative for juvenile justice in our state. Together we can achieve our common goal to keep our youth on the right track towards becoming contributing members of society.

In order to maximize the funds available for this program, a portion of your award will be funded by the state-funded Juvenile Justice Incentive Grant and a portion will be funded by the federally-funded Juvenile Justice & Delinquency Prevention (JJD) Grant Program as listed below:

- State-Funded Juvenile Justice Incentive Grant
  Amount: $349,300.00

- Federally-Funded Juvenile Justice & Delinquency Prevention (JJD) Grant
  Amount: $38,084.00

Enclosed, you will find the award documentation for the state-funded grant award. You will receive information regarding the federally-funded award at a later date. Please pay particular attention to the Special Conditions since they are the terms and conditions which govern your award. Your completed award package must be returned with, or before, submission of the agency’s first request for reimbursement to the Criminal Justice Coordinating Council at the following address:

Juvenile Justice Incentive Grant
Criminal Justice Coordinating Council
104 Marietta Street, Suite 440
Atlanta, GA 30303
If you have any questions regarding the execution of the enclosed documents or the administration of your project, please feel free to contact Reginald Boyd, Grant Specialist at (404) 657-2073 or Reginald.Boyd@cjcc.ga.gov. I look forward to working with you on this exciting initiative and advancing services for our state's juveniles in a truly meaningful way.

Sincerely,

Jacqueline Bunn
Executive Director
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Macon-Bibb County Commission
IMPLEMENTING AGENCY: Macon-Bibb County
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y15-8-004

FEDERAL FUNDS: $ 349,300
MATCHING FUNDS: $ 0
TOTAL FUNDS: $ 349,300
GRANT PERIOD: 07/01/14-06/30/15

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia’s Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jacqueline Bunn, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/14

SUBGRANTEE APPROVAL

Signature of Authorized Official
Robert A.B. Reichert, Mayor
Typed Name & Title of Authorized Official
46-3992371-001
Employer Tax Identification Number (EIN)

**************************************************************
INTERNAL USE ONLY
**************************************************************

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<th>INVOICE</th>
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<tr>
<td>1</td>
<td>Juvenile Justice Incentive Grant</td>
<td>624.41</td>
<td>$ 349,300</td>
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SPECIAL CONDITIONS

SUBGRANTEE: Macon-Bibb County Commission
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y15-8-004
SUBGRANT AWARD: $349,300

1. All project costs not exclusively related to activities of the funded Juvenile Justice Incentive Grant must be prorated, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
   Initials ______

2. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Juvenile Justice Funding Committee. The project budget and the project summary will not be established, or officially approved, until the grantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
   Initials ______

3. The grantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
   Initials ______

4. The grantee agrees that no funds shall be expended outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
   Initials ______

5. The Funding Committee will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Funding Committee reserves the right to add any conditions to the award and/or retain any unused funds if deemed necessary.
   Initials ______

6. This is a reimbursement grant. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 15 days after the end of the quarter (if reporting quarterly).
   Initials ______
7. The grantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials ______

8. Statistical and/or evaluation data describing project performance must be submitted to the Criminal Justice Coordinating Council on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials ______

9. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the grantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials ______

10. The grantee certifies that 1) title to all equipment and/or supplies purchased with funds under this grant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials ______

11. All courts must use the Department of Juvenile Justice (DJJ) Predisposition Risk Assessment Instrument and Structured Decision Making Matrix to ensure that the appropriate youth are being recommended to receive grant-funded services. In order for a youth to be eligible for diversion into a grant funded evidenced-based program, they must score at a medium or high risk level on the PDRA. If a juvenile falls within one of the following classifications: Class A Designated Felony (low, medium, and high risk), Class B Designated Felony (medium and high risk), or Other Felony (medium and high risk) they are eligible for diversion into the funded evidence-based program.
Initials ______
12. The grantee agrees to comply with the guidance contained in the 2014 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials ______

13. The grantee must comply with the training and evaluation requirements as mandated by the Juvenile Justice Funding Committee.

Initials ______

14. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Juvenile Justice Funding Committee for consideration on a case-by-case basis.

Initials ______

15. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Juvenile Justice Funding Committee that the award be rescinded.

Initials ______

16. In accordance with the goals of the Juvenile Justice Incentive Grant Program, each court must reduce its total Short-Term Program (STP) sentences and Felony Commitments to the Department of Juvenile Justice (DJJ) by 20% for a full calendar year. Base levels and target reductions are based upon the Governor's Office of Children and Families FY 2012 Data and Targets for Juvenile Reinvestment Grant Program (http://juveniledata.georgia.gov). As such, the target reduction of STP sentences and Felony Commitments for the Bibb County Juvenile Court during the 12-month period of July 1, 2014 - June 30, 2015 is 45.

Initials ______

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of Authorized Official: Robert A.B. Reichert

Title: Mayor

Signature: _______________________________ Date: ___________________
CRIMINAL JUSTICE COORDINATING COUNCIL
REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: Y15-8-004

AGENCY NAME: Bibb County Juvenile Court-Macon Judicial Circuit

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)
   - MONTHLY (Requests for reimbursement are due 15 days after the end of the month)
   - QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)
   - ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)
     BANK NAME: 
     BANK ROUTING NUMBER: 
     BANK ACCOUNT NUMBER: 
     AGENCY CONTACT NAME: 
     AGENCY CONTACT TELEPHONE NUMBER: 
     AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: 
     AGENCY AUTHORIZED OFFICIAL SIGNATURE: 

   - CHECK (Reimbursements will be mailed in the form of a check to the address listed below)
     MAILING ADDRESS: 700 Poplar Street 
     CITY, STATE & ZIP: Macon, Georgia 31201 
     ATTENTION: Christy Iuliucci, Finance Director 
     AGENCY AUTHORIZED OFFICIAL SIGNATURE: 

For CJCC Use ONLY

CJCC Auditor: 
Phone Number: 
Grant Award Number: 
GBI Entry Initial/Date: 
**SECTION 1 - VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)**

<table>
<thead>
<tr>
<th>VENDOR NUMBER:</th>
<th>FEI/SSN/EMP ID NUMBER: 46-3992371</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR NAME: Macon-Bibb County</td>
<td></td>
</tr>
<tr>
<td>PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME)</td>
<td></td>
</tr>
<tr>
<td>ADDRESS: P.O. Box 247 Macon, Georgia 31202-0247</td>
<td></td>
</tr>
<tr>
<td>ADDRESS CONT: 700 Poplar Street</td>
<td></td>
</tr>
<tr>
<td>CITY: Macon</td>
<td>STATE: Georgia</td>
</tr>
<tr>
<td>PHONE NUMBER: (478) 803-2610</td>
<td>FAX NUMBER: (478) 751-7252</td>
</tr>
<tr>
<td>EMAIL: <a href="mailto:tsimmons@maconbibb.us">tsimmons@maconbibb.us</a></td>
<td></td>
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**SECTION 2 - BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK)**

<table>
<thead>
<tr>
<th>ROUTING #</th>
<th>BANK ACCOUNT #</th>
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</thead>
<tbody>
<tr>
<td>☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments</td>
<td></td>
</tr>
<tr>
<td>☐ Check here if this account can only be used for a SPECIFIC purpose</td>
<td>[Indicate specific purpose for which this account can be used]</td>
</tr>
</tbody>
</table>

I authorize the State of Georgia to deposit payment for goods or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named above. I understand it is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information.

---

**SECTION 3 - SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)**

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<th>Employee</th>
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<td>Add address</td>
<td>☐ 1099 Code</td>
</tr>
<tr>
<td>Vendor Deactivation</td>
<td>☐ Change of Address: Address #</td>
<td>☐ FEI/TIN Change **</td>
</tr>
<tr>
<td>Bank Account Add</td>
<td>Fleet Anywhere Vendor</td>
<td>☐ Right of Way Purchase</td>
</tr>
<tr>
<td>☐ Bank Account Change</td>
<td>☐ Other (provide details in Section 4)</td>
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Documentation for Vendor name/TIN changes must: Include all of the following: IRS documentation (tax documents, FEI issuance letter, etc); Confirmation from Secretary of State's office of legal name change OR a newly completed W-9 form provided by the vendor.

**SIC CODES (CHECK ALL THAT APPLY)**

<table>
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<tr>
<th>Small Business</th>
<th>Women Owned</th>
<th>☐ Minority Business Enterprise</th>
<th>African American</th>
<th>☐ Asian American</th>
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<tr>
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<td>☐ Minority Business Certified</td>
<td>☐ Hispanic-Latino</td>
<td>Native American</td>
<td>☐ Pacific Islander</td>
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**SECTION 4 - ADDITIONAL COMMENTS**

**SECTION 5 - STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)**

<table>
<thead>
<tr>
<th>Requestor Name: LeVonn Jordan</th>
<th>Agency BUI#: 47100</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Email: <a href="mailto:levonn.jordan@cjcc.ga.gov">levonn.jordan@cjcc.ga.gov</a></td>
<td>Phone: (404) 657-2026</td>
<td>Fax #: (404) 657-1957</td>
</tr>
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</table>
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH THE THIRD JUDICIAL
ADMINISTRATIVE DISTRICT OF GEORGIA FOR $79,688.77 FOR
ADMINISTRATIVE SERVICES PROVIDED TO THE MACON-BIBB COUNTY DRUG
COURT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS
EXHIBIT "A"; TO EMPLOY A QUALIFIED INDIVIDUAL TO SERVE AS
ADMINISTRATOR OF THE MACON-BIBB COUNTY DRUG COURT; 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 The Third
Judicial Circuit of Georgia for services to the Macon-Bibb County Drug Court between July 31,
2014 and June 30, 2015, for a maximum contract price of seventy nine thousand six hundred eighty
eight dollars and 77/100s ($79,688.77) 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

[SEAL]
CONTRACT FOR ADMINISTRATIVE SERVICES

STATE OF GEORGIA

MACON-BIBB COUNTY, GEORGIA

THIS AGREEMENT is made and entered into this ___th___ day of ___July__, 2014, by and between Macon-Bibb County, Macon, Georgia (hereinafter the Board) and the Third Judicial Administrative District of Georgia, State of Georgia (hereinafter the District).

WITNESSETH:

WHEREAS, the Superior Court of Macon-Bibb County, Georgia, having determined it appropriate to institute and operate a Macon-Bibb County Drug Court Program; and,

WHEREAS, the Board having agreed to fund and support said programs from the general treasury of the consolidated government and funds otherwise available to Macon-Bibb County for said programs; and,

WHEREAS, the Board having previously contracted directly with various individuals for the operation and management of the Macon-Bibb County Drug Court; and,

WHEREAS, the Board and the Superior Court having determined that the success and continued positive growth of the Drug Court Program requires the sound, competent, and consistent management and supervision of an administrator skilled in said fields of endeavor; and,

WHEREAS, the Third Judicial Administrative District of Georgia, State of Georgia, being uniquely situated and suited to provide said services to the Board;

NOW THEREFORE, BE IT THEREFORE AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations herein contained that:

1. The District will employ a qualified individual to serve as administrator of the Macon-Bibb County Drug Court, the specific duties of said positions which are included in “Exhibit A”, which are made a part of this contract.

2. The compensation of the individual thus employed will be determined by the District based on the total amount of funding made available to the District by the Board. The employee is eligible for full state fringe benefits, with the salary of the position to be determined by subtracting the fringe benefit costs (including normal assessments for personal service costs) from the total funding.

3. The District will assume no responsibility for unfunded liabilities or costs associated with the employment of a former state employee for this position to include, but not limited to payment for annual leave, sick leave, (accrued and/or forfeited) and unused leave for retirement.

4. Reimbursement for travel expenses incurred by the administrator will solely be the responsibility of the Board, and city/county travel policies will prevail.

5. Reimbursement to the District for expenses incurred pursuant to this contract shall be made on a monthly basis by the Board based upon the financial report for the previous month’s expenditures for the position as provided by the District’s fiscal office, the Council of Superior Court Judges, verified by the District, and submitted to the Board for payment.

6. All payments due to the District by the Board shall be made no more than 15 days after the receipt of the financial report serving as an invoice.

7. Amount of Payment to District. The Board shall pay to the District an amount not to exceed $79,688.77 per annum (inclusive of salary and fringe benefits) pursuant to the provision of
8) **Duration of Contract.** This contract may be terminated by either party for any reason by giving ninety (90) 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.

9) **Entire Agreement.** This contract shall constitute the entire agreement of the parties, and no changes or modifications hereof shall be effective unless mutually agreed upon, in writing.

10) This contract supersedes any former contracts.

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

MACON-BIBB COUNTY GOVERNMENT

BY: ____________________________

Robert A. B. Reichert, Mayor

WITNESS:

THIRD JUDICIAL ADMINISTRATIVE DISTRICT
STATE OF GEORGIA

BY: ____________________________

Joseph D. Baden, District Court Administrator

WITNESS: ____________________________

Charles Childs
EXHIBIT A

DRUG COURT PROGRAM ADMINISTRATOR

DUTIES AND RESPONSIBILITIES

General Summary:

Under the direction of the Drug Court Judge, administers and coordinates all drug court services to ensure the program's compliance with all court policies and procedures. The following duties and responsibilities are normal for this position. They are not to be construed as exclusive or all-inclusive.

Principal Duties and Responsibilities:

1. Development and administration of program policies and procedures.
2. Program and budget administration.
3. Preparation of statistical reports regarding court function.
4. Grant writing and management.
5. Contract management
6. Hiring, supervising, evaluating and training of staff.
7. Participation on the drug court team for assessment and monitoring of participants.
8. Coordination of treatment for drug court participants.
9. Monitoring of fee system for participants.
10. Coordination of drug court calendar.
11. Attendance at drug court sessions.
12. Oversight and coordination of community resources and treatment planning.
13. Strategic planning
14. Community relations.
15. Other related duties as directed by the Drug Court Judge.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION
APPROVING THE "BIBB COUNTY EMERGENCY MANAGEMENT AGENCY
EMERGENCY OPERATIONS PLAN" FOR 2014, IN THE SAME OR SIMILAR
FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER
PURPOSES.

WHEREAS, the Board of Commissioners of Macon-Bibb County, Georgia
pursuant to Georgia Statute, is vested with the authority of administering the affairs of
Macon-Bibb County, Georgia; and

WHEREAS, it has been determined that a Macon-Bibb County Local Emergency
Operations Plan has been developed in order to provide for a coordinated response to a
community emergency or natural disaster in Macon-Bibb County; and

WHEREAS, Section 9-6 of the Code of Ordinance, Macon-Bibb County
Georgia, mandates that a comprehensive emergency management and disaster control
plan for Macon-Bibb County be adopted by resolution of the Commission and approved
by the Mayor; and

WHEREAS, the Board of Commissioners of Macon-Bibb County deems it
advisable and in the best interest of Macon-Bibb County to approve said Local
Emergency Operations Plan; and

WHEREAS, the acceptance of this 2014 Local Emergency Operations Plan
supersedes all previous approved Macon-Bibb Local Emergency Operations Plans;

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 "Bibb
County Emergency Management Agency Emergency Operations Plan" for year 2014 be,
and is hereby approved in substantially the same form as attached hereto as Exhibit "A."
The Plan will be effective upon signing.

SO RESOLVED this ______ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION

[SBAL]
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE TRANSFER OF THE TERMINAL STATION BUILDING TO THE MACON-BIBB COUNTY TRANSIT AUTHORITY CONTINGENT UPON APPROVAL BY THE FEDERAL TRANSIT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, on or about August 26, 2002, the former City of Macon purchased the Terminal Station Building (hereinafter "Terminal Station") from the Georgia Power Company using a combination of general funds and Federal grant money; and

WHEREAS, upon the acquisition of Terminal Station, the former City of Macon, working in conjunction with the Macon Transit Authority (hereinafter "MTA"), applied for and received grants from the Federal Transit Authority and other Federal funding mechanisms to assist with the renovation and revitalization of the building; and

WHEREAS, the funds and grants received from the Federal Transit Authority to acquire Terminal Station required that any revenues generated from the operation of Terminal Station be dedicated to transit purposes; and

WHEREAS, as such, MTA leased, and continues to currently lease, a significant portion of Terminal Station, which it uses to conduct transit programs for the citizens of Macon-Bibb County, as well as for general office space for MTA employees; and

WHEREAS, in addition, MTA also manages Terminal Station on behalf of Macon-Bibb County pursuant to a Lease and Management Agreement entered into by the former City of Macon, and inherited by Macon-Bibb County upon consolidation; and

WHEREAS, the aforementioned Lease and Management Agreement authorizes MTA to use the rental income collected from MTA and other tenants of Terminal Station to pay for the expenses of operating, maintaining, and securing the building; and

WHEREAS, however, should the rental income collected by MTA be insufficient to cover the operating, maintenance, and security expenses of Terminal Station, the aforementioned Lease and Management Agreement also requires Macon-Bibb County to reimburse MTA for any resulting deficit incurred by Terminal Station; and

WHEREAS, due to the fact that MTA does not own Terminal Station, MTA is limited in its ability to apply for additional grants and funds that could be used to improve Terminal Station and enhance the transit system in Macon-Bibb County; and
WHEREAS, should MTA acquire ownership of Terminal Station, MTA would be eligible to apply for additional Federal grant money; and

WHEREAS, Macon-Bibb County currently provides financial support to MTA, and transferring Terminal Station to MTA would enhance MTA's ability to apply for grant funds and could reduce the amount of money MTA requests from Macon-Bibb County during the budgeting process; and

WHEREAS, because Federal grant funds were used to purchase and improve Terminal Station, approval of any transfer involving Terminal Station would have to be approved by the Federal Transit Authority; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County by allowing MTA additional opportunities for grants that could increase the transit services offered in 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 transfer of the Terminal Station Building to the Macon Transit Authority, contingent upon approval by the Federal Transit Authority.

SO RESOLVED this ___ day of ________________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: ____________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT WITH CORRECT HEALTH BIBB, LLC TO PROVIDE CONTINUED PHYSICAL HEALTH SERVICES FOR INMATES AND DETAINEES OF THE COUNTY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, the County is charged by law with the responsibility of obtaining and providing reasonably necessary medical care for inmates and detainees of the County; and

WHEREAS, on or about July 1, 2013, the Bibb County Board of Commissioners and the Bibb County Sheriff's Office entered into an agreement with CorrectHealth Bibb, LLC to provide physical health services for inmates of the County; and

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

WHEREAS, the Bibb County Sheriff's Office and CorrectHealth Bibb, LLC have agreed upon additional terms that they wish to include in an amendment agreement that will be effective from July 1, 2014 until June 30, 2015; and

WHEREAS, specifically, CorrectHealth Bibb, LLC will now be providing physical health services to detainees of the County, as well as detainees/inmates who are housed at satellite locations by the Bibb County Sheriff's Department; and

WHEREAS, the rate of compensation to CorrectHealth Bibb, LLC will be increased from $3.51 per inmate per day to $3.62 per inmate per day, with the total cost increasing from $3,266,060.59 to $3,370,574.53; 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 amended agreement with CorrectHealth Bibb, LLC to provide continued physical health services for inmates and detainees of the County.

SO RESOLVED this _____ day of __________________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
HEALTH SERVICES AGREEMENT
AMENDMENT

The HEALTH SERVICES AGREEMENT by and between the MACON-BIBB COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as “COUNTY”) and CORRECTHEALTH BIBB, LLC (hereinafter referred to as "COMPANY") dated July 1, 2013, is hereby amended effective July 1, 2014. The compensation paid by COUNTY to COMPANY and the scope of services provided by COMPANY to COUNTY will change, as stated below. All other provisions, as set forth in the Health Services Agreement dated July 1, 2013, will remain the same.

ARTICLE I: HEALTH CARE SERVICES

1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the BCLEC ¹ and detainees of the COUNTY. This care is to be delivered to inmates under the custody and control of the COUNTY at the BCLEC and under custodial arrest by the COUNTY. COUNTY and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.

1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide on a regular basis, all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, on-site emergency medical care, emergency ambulance, medical records management, pharmacy/prescription supply and services management, including mental health pharmaceuticals, administrative support services, and other services, all as more specifically described herein and in COMPANY’s Proposal dated February 22, 2013 and Amended Proposal dated April 8, 2013.

1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the BCLEC, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

¹ “BCLEC” refers to the main Jail (Oglethorpe Street), as well as all Satellite Locations Including: Records Center (2nd Street), Special Operations Building (Hazel Street), Training Range (Confederate Drive), Higgins Building (Hazel Street), Detention / Work Release (2nd and Hazel), Court Security (Courthouse), Court Services (Oglethorpe Street) and CID (Oglethorpe Street).
1.4 On-Site Emergency Services. COMPANY shall provide, at its own cost, on-site emergency medical care, as medically necessary.

1.5 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the BCLEC for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the COUNTY, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY's intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become financially responsible for the medical treatment for health care services, regardless of the nature of the illness or injury and whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the BCLEC. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY BCLEC personnel, so that the inmate can reasonably be housed inside the BCLEC.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the BCLEC prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the COUNTY. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county
personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

1.7 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange all emergency ambulance transportation of inmates.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. The initial term of this Agreement will be July 1, 2014 through June 30, 2015. This Agreement is renewable under like terms for additional one-year terms, subject to any adjustments, as specified below, unless either party delivers written notice of non-renewal to the other party at least one-hundred and twenty (120) days prior to the expiration of the then-existing term.

ARTICLE VII: COMPENSATION

7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base compensation of $3,370,574.53. This will be due in monthly payments of $280,881.21. This compensation level assumes a maximum inmate population of 966 inmates.

COMPANY will invoice COUNTY 1/12th of the annual contract price on the 15th of the month prior to the month of services. Payment for healthcare services by the COUNTY to COMPANY will be due on or before the 1st day of the month of service. Adjustments for census variations will be invoiced on the 15th day of the month following the month of services.

7.2 Per Diem. COUNTY agrees to compensate COMPANY $3.62 per inmate per day with the daily inmate census 966.
This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population of 966 inmates per day. If the census increases to 1,159 and is sustained, the parties agree to negotiate in good faith for additional staffing and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with COMPANY's Proposal and this Agreement.

7.3 Inmates From Other Jurisdictions. Medical care rendered within the BCLEC to inmates from jurisdictions outside the COUNTY, and housed in the BCLEC pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute, will be the responsibility of COMPANY but as limited by this Agreement. Medical care that cannot be rendered within the BCLEC will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Georgia, or the COUNTY. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the BCLEC on ex parte orders. COMPANY shall directly bill other counties for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the BCLEC. A nominal standard fee schedule will be utilized and is available upon request. COUNTY agrees to assist COMPANY with these billing activities.

7.4 Specialty Care (On-Site and Off-Site). COMPANY will manage scheduling, claims processing and accounting for off-site healthcare services including services for inmates housed at the BCLEC for other jurisdictions. COMPANY will be financially responsible for the actual costs of these specialty and off-site services, including, but not limited to, hospitalization and off-site emergency services costs, specialty diagnostics and specialty provider fees.

7.5 Compensation Escalator. Beginning one (1) year from the effective date in Section 6.1, above (hereinafter referred to as the "anniversary date"), and on each subsequent anniversary date, the compensation paid to COMPANY, including base compensation and per diem rate, shall be adjusted by a blended rate of the percentage increase of the Consumer Price Index-Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States and the expenditures for off-site care in the previous calendar year. COMPANY agrees to provide COUNTY with any and all requested documentation supporting COMPANY's proposed increase using the blended rate, as described above.
7.6 **Change in Standard of Care or Scope in Services.** The price in Section 7.1, above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the COUNTY.

7.7 **Late Payments.** The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY’s payment obligations hereunder.

7.8 **Catastrophic Limits.** The COMPANY shall be responsible for payment of all costs and expenses associated with the provision of off-site health care services, up to a maximum of $200,000 per inmate per contract year. COUNTY shall directly reimburse the off-site health care provider and COMPANY will reimburse the COUNTY, up to the $200,000 per inmate per contact year maximum.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

**MACON-BIBB COUNTY BOARD OF COMMISSIONERS ("COUNTY")**

By: ____________________________
Title: Macon-Bibb County Mayor
Print Name: Robert A.B. Reichert
Date: ___________________________

Witness: _________________________

**BIBB COUNTY SHERIFF’S OFFICE**

By: ____________________________
Title: Sheriff
Print Name: David Davis
Date: ___________________________

Witness: _________________________
CORRECTHEALTH BIBB, LLC ("COMPANY")

By: ________________________________
Title: Chief Legal Officer
Print Name: Stacy M. Blackman
Date: ________________________________

Witness: ________________________________
PREVIOUS AGREEMENT
HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the BIBB COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "COUNTY") and CORRECTHEALTH BIBB, LLC (hereinafter referred to as "COMPANY"), is entered into as of the __________ day of _______________ 2013 to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Bibb County Law Enforcement Center (hereinafter called "BCLEC") and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY, which receives funding as approved by the Bibb County Board of Commissioners, desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the BCLEC. This care is to be delivered to individuals under the custody and control of the COUNTY at the BCLEC, and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.

1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide on a regular basis, all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, on-site emergency medical care, emergency ambulance, medical records management, pharmacy/prescription supply and services management,
including mental health pharmaceuticals, administrative support services, and other services, all as more specifically described herein and in COMPANY's Proposal dated February 22, 2013 and Amended Proposal dated April 8, 2013.

1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the BCLEC, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

1.4 On-Site Emergency Services. COMPANY shall provide, at its own cost, on-site emergency medical care, as medically necessary.

1.5 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate’s commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the BCLEC for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the COUNTY, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY’s Intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become responsible for the medical treatment for health care services, regardless of the nature of the illness or injury and whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the BCLEC. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY BCLEC personnel, so that the inmate can reasonably be housed inside the BCLEC.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the BCLEC prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of
the COUNTY. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

1.7 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the COUNTY. For purposes of the Agreement, “elective medical care” means medical care, which, if not provided, would not cause definite harm to the inmate’s well being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.

1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization, care and specialty services, for which care and services COMPANY is obligated to pay under this Agreement, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange all emergency ambulance transportation of inmates.

ARTICLE II: PERSONNEL

2.1 Staffing. COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the BCLEC, as identified on Exhibit A, which is attached hereto.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed,
certified or registered, in their respective areas of expertise as required by applicable Georgia law.

2.3 COUNTY’s Satisfaction with Health Care Personnel. If the Sheriff, Chief Deputy, or Division Commander of the BCLEC becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff, Chief Deputy, or Division Commander of the BCLEC of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Chief Deputy, or Division Commander of the BCLEC, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the COUNTY has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.

2.4 Use of COUNTY Personnel and Inmates in the Provision of Health Care Services. COUNTY personnel or inmates shall be employed or otherwise engaged by either COMPANY or COUNTY in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists; and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars ($1,000,000) coverage per occurrence and three million dollars ($3,000,000) aggregate.

2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:

a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national
origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record shall be maintained in accordance with applicable laws. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY, as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.

3.2 Regular Reports by COMPANY to COUNTY. COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing the best possible health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.

3.4 COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its
obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.

3.5 COUNTY Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY's request, COUNTY's records relating to the provision of health care services to Inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information provided by COUNTY to COMPANY that COUNTY considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE IV: SECURITY

4.1 General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and BCLEC personnel, consistent with the correctional setting. BCLEC personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this Agreement. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in anyway whatsoever.

4.2 Security During Transportation Off-Site. The COUNTY, by and through the Bibb County Sheriff's Office, will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any Inmate between the BCLEC and any other location for off-site services as contemplated herein.
ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line(s) in the medical area, and secured high-speed / DSL Internet access for the sole and exclusive use by medical staff.

COUNTY will pay for the utilities (gas, electric, water, phone lines, long distance telephone service, high-speed / DSL Internet access, etc.). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

COMPANY will provide all medical and office supplies used in the healthcare delivery system administered at the BCLEC. This includes medical supplies, medical records, office supplies, and forms.

COMPANY will also provide for all non-capital medical equipment (i.e. less than $500), COUNTY will be responsible for any capital medical equipment (i.e. more than $500).

5.2 Delivery of Possession. COUNTY will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the BCLEC’s healthcare unit. At the termination of this or any subsequent Agreement, COMPANY will return to the COUNTY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the BCLEC’s healthcare unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Jail Administrator of the BCLEC, for proper acceptance. At the commencement of service by COMPANY, an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Initial Term. The initial term of this Agreement will be July 1, 2013 through June 30, 2014. This Agreement is renewable under like terms for additional one-year terms, subject to negotiation of the service component and agreed-upon compensation adjustments, including CPI-W adjustment, unless either party delivers written notice of non-renewal to the other party at least one-hundred and twenty (120) days prior to the expiration of the then-existing term.
6.2 **Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:
   a. **Termination by Agreement.** In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
   b. **Termination by Cancellation.** This Agreement may be canceled, without cause, by either party upon one-hundred and twenty (120) days prior written notice in accordance with Section 9.3 of this Agreement.

6.3 **Responsibility for Inmate Health Care.** Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the BCLEC, will be transferred from COMPANY to COUNTY.

**ARTICLE VII: COMPENSATION**

7.1 **Base Compensation & Per Diem Compensation.** COUNTY will pay COMPANY an annualized base compensation of $3,266,660.59. This will be due in monthly payments of $272,171.72. This compensation level assumes a maximum inmate population of 1,000 inmates.

COMPANY will invoice COUNTY 1/12th of the annual contract price on the 15th of the month prior to the month of services. Payment for healthcare services by the COUNTY to COMPANY will be due on or before the 1st day of the month of service. Adjustments for census variations will be invoiced on the 15th day of the month following the month of services.

7.2 **Per Diem.** COUNTY agrees to compensate COMPANY $3.51 per inmate per day with the daily inmate census exceeds 1,000.

This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population of 1,000 inmates per day. If the census increases to 1,200 and is sustained, the parties agree to negotiate in good faith for additional staffing and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with COMPANY's Proposal and this Agreement.

7.3 **Inmates From Other Jurisdictions.** Medical care rendered within the BCLEC to inmates from jurisdictions outside the COUNTY, and housed in the BCLEC
pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute, will be the responsibility of COMPANY but as limited by this Agreement. Medical care that cannot be rendered within the BCLEC will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Georgia, or the COUNTY. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the BCLEC on ex parte orders. COMPANY shall directly bill other counties for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the BCLEC. A nominal standard fee schedule will be utilized and is available upon request. COUNTY agrees to assist COMPANY with these billing activities.

7.4 **Specialty Care (On-Site and Off-Site).** COMPANY will manage scheduling, claims processing and accounting for off-site healthcare services including services for inmates housed at the BCLEC for other jurisdictions. COMPANY will be financially responsible for the actual costs of these specialty and off-site services, including, but not limited to, hospitalization and off-site emergency services costs, specialty diagnostics and specialty provider fees.

7.5 **Compensation Escalator.** Beginning July 1, 2014 and for any succeeding twelve (12) month period, the Compensation paid to COMPANY, as specified in Section 7.1 and 7.2, will be increased by the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States.

The resultant percentage increase shall be multiplied by the annual Base Compensation and the Per Diem Rate to determine the subsequent annual Base Compensation and subsequent Per Diem Rate for the succeeding twelve (12) month period.

This CPI-W adjustment shall be reflected in the billing for any contract renewal period. COMPANY shall provide COUNTY with written notice of any such proposed increase prior to the expiration of the term in effect at that time.

7.6 **Change in Standard of Care or Scope In Services.** The price in Section 7.1, above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the COUNTY.
7.7 Late Payments. The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY for its work at COUNTY, its employees and its officers in the minimum amount of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. In the event that coverage changes, COMPANY will notify COUNTY in writing. COMPANY will also notify COUNTY, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the COUNTY. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels and shall name COUNTY as an additional insured.

8.2 Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment. COUNTY shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by COUNTY, its employees, agents, officers, or contractors in connection with COUNTY's obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against COUNTY by an inmate, employee of COMPANY or any other person in any way whatsoever.

8.3 Employment of Unauthorized Aliens Prohibited. It is the policy of COUNTY that unauthorized aliens shall not be employed to perform work on COUNTY contracts for labor or services that exceed $2,499.00. Therefore, the COUNTY shall not enter into a contract within the State of Georgia, unless COMPANY provides evidence on COUNTY-provided forms that COMPANY and its subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the COUNTY contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to
conduct an inspection of COMPANY's verification process to determine that the verification was correct and complete. COMPANY shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts that exceed $2,499.00 where more than ten (10) persons are employed on the COUNTY contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that COMPANY does not employ unauthorized aliens on COUNTY contracts. By entering into a contract with the COUNTY, COMPANY agrees to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where COMPANY is found to have employed an unauthorized alien, the County Manager or his/her designee may order COMPANY to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. COMPANY's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and COMPANY shall be liable for all damages and delays occasioned by the COUNTY thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-02 is mandatory.

COMPANY agrees that the employee-number category designated below is applicable to COMPANY.

- 500 or more employees.
- 100 or more employees.
- X Fewer than 100 employees.

Contractor agrees that, in the event COMPANY employs or contracts with any subcontractor(s) in connection with this Agreement, COMPANY will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

COMPANY's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-02 shall be attested by the execution of COMPANY's affidavit attached as Exhibit "B."

8.4 Compliance with Laws Regulating Illegal Aliens. The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types
of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

COMPANY covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. COMPANY shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. COMPANY shall provide documentation prior to commencing work under this Agreement, in a form acceptable to COUNTY, affirming COMPANY’s compliance with this Section.

ARTICLE IX: MISCELLANEOUS

9.1 Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide health care to inmates at the BCLEC under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between the parties.

9.2 Court Appearance by COMPANY Employees. In the event COMPANY’s personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of COUNTY this shall be part of their service time pursuant to this agreement. COUNTY shall be responsible for reasonable costs of substitute personnel to fill positions, which would be vacant due to such court or trial appearance requirements.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

(a) COUNTY:

(b) COMPANY: CorrectHealth Bibb, LLC

ATTN: Carlo A. Musso, M.D.
3384 Peachtree Road, NE, Suite 700
Atlanta, GA 30326

Notices shall be effective upon receipt regardless of the form used.
9.4 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties 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 amendment 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.

9.5 **Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.

9.6 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.7 **Other contracts and Third-Party Beneficiaries.** The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the BCLEC. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.8 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.9 **Cooperation.** On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.

9.10 **Time of Essence.** Time is and shall be of the essence of this Agreement.

9.11 **Authority.** The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.12 **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
9.2 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

BIBB COUNTY ("COUNTY")

By: 
Name: Mr. Samuel F. Hart, Jr., Chairman
Date: 7-3-23
Title: Chairman, Bibb County Board of Commissioners
Witness: 

BIBB COUNTY SHERIFF'S OFFICE

By: 
Name: David J. Davis, Sheriff
Date: 7-3-23
Title: Sheriff, Bibb County, Georgia
Witness: 

CORRECTHEALTH BIBB, LLC ("COMPANY")

By: 
Name: Stacy M. Blackman, Esq.
Date: 11-1-18
Title: Chief Legal Officer
Witness: 

### EXHIBIT A - STAFFING

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<tr>
<th>BCLEC</th>
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EXHIBIT B – AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BIBB

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bibb County, CORRECTHEALTH BIBB, LLC will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 in the form attached hereto as Exhibit “1.” CORRECTHEALTH BIBB, LLC further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

65870
EEV / Basic Pilot Program User Identification Number

√

08/27/13
BY: Authorized Officer or Agent Date
CORRECTHEALTH BIBB, LLC

CHIEF LEGAL OFFICER
Title of Authorized Officer or Agent of Contractor

STACY M. BLACKMAN
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
DAY OF [DAY OF MONTH] 2013

[Signature]
Notary Public
GEORGIA
JUL 17, 2013

[Notary Seal]
Expiration: JAN 17, 2014

15
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING
CHAPTER 4 ARTICLE V OF THE CODE OF ORDINANCES OF MACON-BIBB
COUNTY TO ALLOW FOR THE RETAIL SALE OF WINE AND MALT
BEVERAGES FOR CONSUMPTION ON THE PREMISES OF AN
ESTABLISHMENT LICENSED FOR THE SALE OF GROWLERS; AND FOR
OTHER PURPOSES.

WHEREAS, Chapter 4, Article V of the Code of Ordinances of Macon-Bibb
County contains provisions applicable to the retail package sales of wine and malt
beverages and provisions applicable to the retail package sales of wine and malt beverages
for consumption on the premises; and

WHEREAS, Chapter 4, Article V, Section 128 of the Code of Ordinances of
Macon-Bibb County allows an establishment to sell growlers upon obtaining proper
licensure from Macon-Bibb County; and

WHEREAS, Chapter 4, Article V, Section 128 of the Code of Ordinances of
Macon-Bibb County currently prohibits consumption of alcoholic beverages on the
premises of establishments which are licensed to sell said growlers; and

WHEREAS, upon review of the current law in the State of Georgia, and upon
consultation with the Georgia Department of Revenue, it has been determined that an
establishment licensed to sell growlers may also sell wine and malt beverages for
consumption on the premises, so long as said sales are authorized by the controlling
municipality and/or County, and provided that the establishment meets the proper local
requirements and obtains a second licensure for on-site consumption; and

WHEREAS, while an establishment licensed to sell growlers may apply for
licensure to serve wine and malt beverages for consumption on-site, an establishment may
not serve or sell distilled spirits in conjunction with growler sales; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County
Commission and it is hereby so ordained by the authority of the same that Chapter
4. Article V, Sec. 4-128 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Section 1.

Chapter 4, Article V, Section 128 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to allow for the on-site consumption of wine and malt beverages at an establishment licensed to sale growlers, provided that the establishment meets the County requirements and obtains a second licensure for said consumption, and shall read as follows:

Sec. 4-128. Growlers.

The sale of growlers in compliance with this ordinance is authorized for establishments licensed under ordinance section 4-124 (a) (1) for the retail package sales of wine and malt beverages. The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. §3-3-26 or other provisions of this ordinance. The term “growler” means a glass bottle not to exceed sixty-four ounces (64 oz.) that is filled by a licensee or employee of the licensed establishment with beer from a keg. Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler. Only professionally sanitized and sealed growlers may be filled and made available for retail sale. Each growler must be securely sealed and removed from the premises in its original sealed condition. Samples of tap beers may be made available if the licensee is providing growlers in compliance with this ordinance, but shall not exceed one ounce (1 oz.) nor shall any one (1) individual be offered more than three (3) samples within a twenty-four hour (24 hr.) period. An establishment duly licensed for the sale of growlers may also be authorized to sell wine and malt beverages for consumption on the premises, so long as said establishment meets the requirements of Macon-Bibb County and obtains a second on-premises license from the County in accordance with Chapter 4, Article V, Section 124 of the Code of Ordinances of Macon-Bibb County.

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 this 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-ORDAINED this ____ day of ________________, 2014.

By: ____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ____________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH CWC, LLC FOR MOVING OF CURRENT FURNISHINGS AND THE PURCHASE OF NEW INTERIOR FURNISHINGS FOR THE TAX COMMISSIONER’S OFFICE IN THE AMOUNT OF ONE HUNDRED FOUR THOUSAND TWO HUNDRED THIRTEEN AND 04/100 DOLLARS ($104,213.04) TO BE PAID FROM BOND FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Tax Commissioner’s office will be relocating to 455 Walnut Street and needs to move current furniture, as well as purchase new interior furnishings; and

WHEREAS, the Macon-Bibb County Procurement Department solicited proposals from two local firms which hold State of Georgia contracts for furniture provisions and installation; and

WHEREAS, both firms submissions were received by the identified deadline in the Procurement Department; and

WHEREAS, the tabulation of both submissions were sent to the Tax Commissioner’s Office for review and to make a determination; and

WHEREAS, the Tax Commissioner’s Office made a recommendation to award the contract to the lowest proposal which was provided by CWC, LLC; and

WHEREAS, after a second review, an error was found which resulted in a price increase; and

WHEREAS, the Macon-Bibb County Procurement Department determined that the low-priced proposal remained low after the price increase; and

WHEREAS, the Macon-Bibb County Procurement Department concurs in recommending that the contract be awarded to CWC, LLC; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with CWC, LLC, to move current furniture to the new location and for the purchase of interior furnishings for the Macon-Bibb County Tax Commissioner's Office in the amount of one hundred four thousand two hundred thirteen and 04/100 dollars ($104,213.04) to be paid from bond funds 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
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this ______ day of ______, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (the "County") and CWC, LLC. ("Independent Contractor"), collectively referred to as the "Parties", individually may be referred to as "Party".

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit "A", (the "Services") which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor’s proposal or bid dated June 6, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposals ("RFP") issued by the County on May 1, 2014, is hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP is inconsistent with the express provisions of this Agreement.

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

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, its employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.
1.4 Control of County Employees

Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

1.5 County's Assistance and Cooperation

During the Independent Contractor's performance of this Agreement, the County may, but has no obligation to, provide assistance to, or cooperate with, the Independent Contractor in activities that facilitate the proper performance and completion of this Agreement by the Independent Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the County shall not be construed, and the Independent Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Independent Contractor from complete, proper and punctual performance of all the Independent Contractor's obligations under this Agreement.

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the County an employer, partner, agent, or joint venture with Independent Contractor for any purpose. Independent Contractor shall have no claim against County for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Independent Contractor will be solely responsible for withholding, accruing, and paying all income, social security, and other taxes and amounts required by law for the Independent Contractor and Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide County with a completed W-9 form at the time this Agreement is executed.

3. Warranties
3.1 Independent Contractor Warranties
Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work
Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties
Independent Contractor will make no representations, warranties, or commitments binding the County without the County's prior written consent.

4. Company Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace
Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no-tolerance policy for violation of this rule.

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

5. Termination

5.1 Termination for default
(a) The County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County may authorize in writing) after receipt of notice from the County specifying such failure.
(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document, provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder. 

(c) Except with respect to defaults of subcontractors, the Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default or a subcontractor, and if such default arises out of causes beyond the control of both the Independent Contractor and the subcontractor, and without the fault or negligence of either of them, the Independent Contractor shall not be liable for any excess costs for failure to perform, unless the service to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Independent Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.

(e) The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience
The County may at any time by providing thirty (30) days written notice terminate all or any part of this Agreement for the County's convenience. If this Agreement is terminated, in whole or in part, for the County's convenience, the Contractor shall be paid an amount to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor and cost of materials purchased within or meeting the established scope of work and reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon;
provided that no amount shall be paid to the Independent Contractor for (i) any
anticipatory profits related to work under this Agreement not yet performed, or (ii)
costs incurred due to the Independent Contractor's failure to terminate work as
ordered on the effective date of termination. In no event shall the total amount paid
under the provisions of this paragraph exceed the prices set forth in this Agreement
for the work terminated.

6. Notices
All notices required or permitted to be given under this Agreement shall be in
writing (the "Notice") and deemed given when (a) hand delivered by the sender and
properly receipted for by a responsible person of the receiving party, (b) deposited
in the United States Mail, properly addressed, with sufficient postage affixed, via
first class mail, return receipt requested, (c) via Federal Express, UPS or similar
nation overnight courier service with delivery charges prepaid; or (d) via facsimile
with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as
follows:

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

For Independent Contractor:
CWC, LLC
Cliff Olmstead
105a Gatewood Drive
Macon, GA 31210

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless
Independent Contractor hereby waives, releases, relinquishes, discharges and agrees
to indemnify, protect and save harmless the County, its officers and employees,
(collectively, "Releases"), from any and all claims, demands, liabilities, losses, costs
or expenses, including attorneys’ fees, for any loss or damage for bodily injury,
property damages and attorneys’ fees related thereto caused by, growing out of, or
otherwise happening in connection with this Agreement, due to any act or omission
on the part of Independent Contractor, its agents, employees, subcontractors, or
others working at the direction or on behalf of Independent Contractor.
Independent Contractor’s obligation to indemnify any Releases shall survive the
expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents of the Independent
Contractor’s subcontractors enter the County’s property for any reason in
connection with this Agreement, the Independent Contractor and such other parties
shall observe all security requirements and all plant safety, plant protection, and
traffic regulations. The Independent Contractor, and any subcontractor used by the
Independent Contractor in connection with this Agreement, shall carry Workmen’s
Compensation and Employees’ Liability Insurance to cover the Independent
Contractor’s and any subcontractor’s legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Independent Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the County’s request, the Independent Contractor shall furnish to the County certificates from the Independent Contractor’s insurers showing such coverage in effect and agreeing to give the County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance
The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees to indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

7.4 Risk Management Requirement
When operating on the property of the County, the Independent Contractor shall abide by the County’s applicable Risk Management requirements, as may be provided from time to time by the County.

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

9. Waiver
County’s waiver of Independent Contractor’s breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment
Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.

11. Force Majeure

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

12. Applicable Law

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

13. Publicity

Independent Contractor shall not release without prior written approval from County, any publicity regarding the program or services provided by the County, including but not limited to notices, information pamphlets, press releases, research reports, signs and similar public notices prepared by or for Independent Contractor, identifying County receiving goods or services under this Agreement.

14. Time is of the Essence

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. Ownership

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the County.

16. Certain Rules of Interpretation

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neutral shall include all genders. Reference to a Section number
shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. **Titles, Captions and Headings.**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. **Counterparts.**

This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. **Amendment.**

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

20. **Exhibits.**

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

21. **Severability.**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. **Entire Agreement.**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreements of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the
meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. Disputes

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with the County's direction.

24. Equal Employment Opportunity

During the performance of this agreement, the Independent Contractor agrees as follows:

(a) The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used herein, the words “shall not discriminate” shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO Clause.

(b) The Independent Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability or political affiliation.

(c) The Independent Contractor shall send to each labor union or representative or workers with which the Independent Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker’s representative of the contractor’s commitments under the city’s equal employment opportunity ordinance and other city codes or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for
employment. The Independent Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Independent Contractor shall furnish all information and reports required by the contract compliance officer and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer so as to ascertain compliance with the Equal Employment Opportunity Ordinance.

(e) The Independent Contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(f) The Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the contractor and its subcontractors.

(g) The Independent Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of the equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the Independent Contractor or subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties:

1. Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

2. Refusal of all future bids for any contract with Macon-Bibb County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided herein.
(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

1. Affirmative Action Program

Independent Contractor shall provide the Buyer with a copy of its Affirmative Action Program. For the purposes of this Section, Affirmative Action Program means a written, results-oriented program meeting the requirements of Macon-Bibb County ordinances, city or county rules adopted pursuant to this ordinance, and other applicable regulations, designed to ensure that a contractor makes a good faith effort to employ women and minorities at all levels of employment in the contractor's or subcontractor's business, and to treat employees equally without regard to their status as a woman or as a minority. An affirmative action program will include, but not be limited to, the following aspects of employment pertaining to women and minorities:

(a) Hiring

(b) Upgrading

(c) Promotion

(d) Transfer

(e) Layoff

(f) Termination

(g) Rates of pay and other forms of compensation

(h) Training programs and selection for training, apprenticeship

(i) Recruitment advertising, recruitment efforts

(j) Employment goals
(k) Written plan to achieve these goals with timetables.

2. Insurance Requirements

(a) Commercial General Liability Insurance Policy ("CGL"). Independent Contractor agrees to procure and maintain a CGL covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insured. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

$1,000,000.00 per occurrence

$2,000,000.00 general aggregate.

(b) Business Automobile Liability Insurance ("BAP").

(c) Independent Contractor agrees to procure and maintain a BAP with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(d) Workers' Compensation Insurance. Independent Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits as established by Georgia law.

(e) Professional Liability. Independent Contractor agrees to procure and maintain a Professional Liability or Engineering Errors and Omissions policy with liability limits of not less than $1,000,000.00.

(f) Evidence of Insurance and General Terms. Independent Contractor shall provide County with certificates of insurance evidencing the insurance required above, and satisfactory to the County, prior to commencing work under this Agreement. Each insurance policy
required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.

(g) Obligation to Verify Insurance. The County shall be under no obligation to insure that the Independent Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and the Independent Contractor agrees to assume all liability arising from its, or its subcontractor’s failure, to acquire and/or maintain adequate insurance to cover its operations and business. Independent Contractor further agrees indemnify and hold harmless the County for any claims arising from the Independent Contractor’s, or any subcontractor’s, failure to acquire and/or maintain adequate insurance.

3. Verifications

(a) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavit attached hereto as Exhibit "B-1" shall be executed and adhered to by Independent Contractor.

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the County entering into this Agreement, the affidavits attached hereto as Exhibit "B-2" shall be executed and adhered to by Independent Contractor and its subcontractors and sub-subcontractors, if any.
WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

COUNTY:
MACON-BIBB COUNTY

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

Attested: ________________________
    Sheila Thurmond, County Clerk
    Date

INDEPENDENT CONTRACTOR:

CWC, LLC

By: ________________________
    Cliff Olmstead, Sr. Account Executive
    Date

Attested: ________________________
    Notary Public
    Date
EXHIBITA

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall rehab and move current furnishings located in the Tax Commissioner's Office located at 601 Mulberry Street and at the State Farmer's Market located at 2055 Eisenhower Parkway, Building C in Macon, Georgia. Independent Contractor shall also purchase, deliver and install the new furnishings purchased as detailed in the itemization attached in Exhibit "A", attached hereto and incorporated herein.

TERM: This engagement shall commence on the date this Agreement and Addendum are executed by the County and shall continue in full force and effect for one (1) calendar year, or earlier upon completion of the Contractor's duties under this Agreement.

Upon execution of this Agreement and Addendum by the County, Independent Contractor shall provide the County with a Project Start Date that shall be no later than sixty (60) days after the date of execution.

Independent Contractor shall complete installations at all seven (7) gymnasium and recreation centers within one hundred eighty (180) days of the Project Start Date.

The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement or the laws of the State of Georgia.

COMPENSATION: Pursuant to the itemized breakdown established in Exhibit "A" the County shall pay the Independent Contractor One Hundred Four Thousand Two Hundred Thirteen Dollars and 04/100 ($104,213.04) for some rehab on current furniture, moving of current furniture, and the purchase, delivery and installation of new furniture as specified in the attached itemization.

Total compensation paid by the County pursuant to this Agreement shall not exceed $104,213.04.

EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.
WARRANTIES: All final approved fixtures and furniture will be warranted to be free
from defect in material and workmanship from the date of
installation as follows:

All products sold under the Herman Miller brand, including Herman
Miller Collection, Herman Miller Healthcare, and Geiger, are backed
by a 12-year, 3-shift warranty, except as limited or described in the
attached Exhibit "B1".

Alleasing products and components are covered by a 10-year parts
and labor warranty and Alleasing lighting products are covered by a
1-year warranty, assuming normal use 8 hours per day 5 days per
week as described in the attached Exhibit "B2".

OFS First Office casegoods products are guaranteed to be free from
defects in design, material, and workmanship, given normal use and
proper care, for 12 years of single-shift service from date of purchase
as shown on original receipt or other proof of purchase with the
exceptions noted in the attached Exhibit "B3".

Kimball Office warrants that its products are free from defects in
materials and workmanship given normal use and care for a lifetime
of single-shift service. Normal use is defined as the equivalent of a
single shift, 40-hour work week, with the exceptions noted in the
attached Exhibit "B4".

Modern Industrial Design LTD, dba Neocase, warrants to the
Original End Consumer that Neocase products will be free from
defects in workmanship or materials. This warranty applies to the
Original End Consumer and terminates in the event of sale,
modification, or transfer of ownership of Neocase products.

This limited lifetime warranty has no expiration, and is in effect
as long as the Original End Consumer owns the product.
Original End Consumer is defined as the entity that takes title to the
product and makes the first-end use of the product for its own
purposes. Neocase warrants to Original End Consumer that it will, at
its discretion, repair or replace, or refund the purchase price of any
product that is defective in material or workmanship as noted in the
attached Exhibit "B5".
COUNTY:

MACON-BIBB COUNTY

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

Attested: __________________________ Date
Sheila Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

CWC, LLC

By: ________________________________ Date
Cliff Olnstead, Sr. Account Executive

Attested: ______________________________ Date
Notary Public
Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on__________, 20__ in_________ (city), __________ (state).

Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWEORN BEFORE ME
ON THIS THE _____ DAY OF ____________ , 20__

NOTARY PUBLIC

My Commission Expires:

______________________________
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with________________________(name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor, Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_________________________, 201_ in____________________________(city),____________________________(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ______ DAY OF ____________, 201__.

NOTARY PUBLIC

My Commission Expires:

________________________

FILE: LEGAL SERVICES Subpoena Order Affidavit 2011.doc
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _________________ (name of contractor) on behalf of MACON-BIBB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_______, 201_ in__________ (city),__________ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE______ DAY OF__________, 201__.

NOTARY PUBLIC

My Commission Expires:
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

DATE: 05/01/2014
COMMODITY OR DESC: 931-45 420-15
PROJECT: Tax Commissioner Service Center Furniture
BUDGET: $158,000.00
Procurement Facilitator: Nyesha Daley

The following documents are included with this recommendation:

☐ Buyer's Award Recommendation (this form)
☐ Department Award Recommendation
☐ Furniture Proposal Matrix (Tabulation)
☐ Final Quote (CWC-Macon)

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

| VENDOR NAME | CWC-Macon | AMOUNT | $104,213.04 |

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

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

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

REJECTION JUSTIFICATION

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

COMMENTS

Details of solicitation process:

Two local firms which hold State of Georgia Contracts for Furniture provision and installation were selected to submit proposals. The submissions were received by an identified deadline in the procurement department. The tabulation of submissions was sent to the Procurement Department (Tax Commissioner's Office); a recommendation of award was received, with intent to award to the low proposer. After a second review, it was found that an error in file count resulted in a price adjustment (increase). The low-priced proposal remains low after this change, procurement concurs in recommending the award to CWC-Macon. All related documents have been included with this award recommendation for review/approval.

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ACM, Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
<td>[Signature]</td>
</tr>
<tr>
<td>DATE</td>
<td>6/30/2014</td>
</tr>
</tbody>
</table>
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(To be completed by the Department Head)

TO: Tommy Tedders, Tax Commissioner  FROM: Nyesha Daley, Procurement

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMM.</th>
<th>GL ACCT CODE</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/6/2014</td>
<td>934-45</td>
<td>420-15</td>
<td>Tax Commissioner</td>
<td>$158,000.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJC</td>
<td>$104,213.04</td>
</tr>
</tbody>
</table>

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

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

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

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

NAME: Thomas W. Tedders Jr.  TITLE: Tax Commissioner
SIGNATURE: [Signature]  DATE: June 26, 2014
# Furniture Proposal Matrix

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Commercial Furnishings</th>
<th>All BID</th>
<th>GWC</th>
<th>BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>$130,960.59</td>
<td>$120,747.77</td>
<td>$91,290.33</td>
<td></td>
</tr>
<tr>
<td>Quote for Move</td>
<td>$6,589.74 to move all items listed in existing product spreadsheet</td>
<td>16 hrs. for $3,360.00 (any additional time needed capped at 10% over quoted price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty info provided?</td>
<td>YES</td>
<td></td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Drawings provided?</td>
<td>YES</td>
<td></td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional areas of consideration</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Minority</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of submissions received and opened at the time and place as requested by the user department. I also certify that I have personally and visually checked the tabulation against the proposals submitted. However, the Procurement Department was unable to compare “apples-to-apples” submissions as the original document requesting submission was not provided by Procurement. This Tabulation at well as copies of the submissions have been sent to user for thorough review and a recommendation.

By: Nagesh Doshi, MBA, CPPB
Director of Procurement
<table>
<thead>
<tr>
<th>Evaluation Category</th>
<th>BID</th>
<th>Alt BID</th>
<th>R&amp;D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pricing</strong></td>
<td>$130,980.59</td>
<td>$120,747.77</td>
<td>$91,290.53</td>
</tr>
<tr>
<td><strong>Quote for Move</strong></td>
<td>$6,589.74 to move all items listed in existing product spreadsheet.</td>
<td>16 hrs. for $3,360.00 (any additional time needed capped at 10% over quoted price)</td>
<td></td>
</tr>
<tr>
<td><strong>Warranty info provided?</strong></td>
<td>YES</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td><strong>Drawings provided</strong></td>
<td>YES</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Considerations**

<table>
<thead>
<tr>
<th>Local</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority</td>
<td>No</td>
</tr>
</tbody>
</table>

I certify that this is a correct tabulation of submissions received and opened at the time and place as requested by the user department. I also certify that I have personally and visually checked the tabulation against the proposals submitted. However, the Procurement Department was unable to compare “apples-to-apples” submissions as the original document requesting submission was not provided by Procurement. This Tabulation as well as copies of the submissions have been sent to user for thorough review and a recommendation.

By: [Signature] 6/6/2014
<table>
<thead>
<tr>
<th>Item</th>
<th>Product</th>
<th>Type</th>
<th>Color</th>
<th>Part Number</th>
<th>Description</th>
<th>Category</th>
<th>Attn</th>
<th>Qty</th>
<th>List</th>
<th>Unit</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>501</td>
<td>DOC</td>
<td>TF</td>
<td>Red</td>
<td>2450</td>
<td>Office Supply</td>
<td>MEETING ALL OFFICES</td>
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<td>$150.20</td>
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<td>32 3002000</td>
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<td>PLC</td>
<td>Gray</td>
<td>90 2040000</td>
<td>Vertical Files 8000 Honey E 3 Doors 30x18x24 84 DMR</td>
<td>FILE CABINETS ALL OFFICES</td>
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**Macon Bibb Tax Office**

**CLIFF OLMSYEDT**

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Please see attached. The price includes some rehab on current furniture as well as the moving of current furniture.

Let me know of any issues.

S. Wade McCord
Deputy Tax Commissioner
Bibb County Tax Commission
478.621.6558

From: Cliff Olmstead [mailto:cliff.olmstead@c-w-c.com]
Sent: Friday, June 27, 2014 3:46 PM
To: McCord, Wade
Subject: pricing

Wade
I have attached the pricing for your new offices. We came in a little higher than I thought but I caught a big error on my part on the count for the 5 drawer vertical files it went from 17 to 42. The moving price throws that out by $3900. Installation is still included and is a turnkey project for you. The only other way to reduce any cost is to change the style of the desks, which I hope you can avoid. Thanks for this opportunity to work with you.

Cliff

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