MACON - BIBB COUNTY COMMISSION

COMMITTEE MEETING SCHEDULE

TUESDAY, JULY 22, 2014

9:00 A.M.

LARGE CONFERENCE ROOM

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
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<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<td>Commissioner Lucas – Vice Chairman</td>
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<td></td>
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<td>Commissioner Schlesinger</td>
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<td>Commissioner Shepherd</td>
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<td>Commissioner Watkins</td>
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<td></td>
<td>Economic &amp; Community Development Committee</td>
<td>Commissioner Schlesinger - Chairman</td>
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<td>Commissioner Tillman – Vice Chairman</td>
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<td>Commissioner DeFore</td>
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<tr>
<td>Immediately</td>
<td>Tour of the Senior Citizens Center</td>
<td>All Commissioners</td>
</tr>
<tr>
<td>Following Committee Meetings</td>
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<tr>
<td>5:00 p.m.</td>
<td>Work Session</td>
<td>All Commissioners</td>
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Note: Depending on the amount of time required for each Committee, the meeting times are tentative. Committees may meet sooner or later than time indicated above.
Tuesday, July 22, 2014
OPERATIONS AND FINANCE COMMITTEE

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

1. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. APPROVAL OF MINUTES FROM MEETING ON JULY 8, 2014</th>
</tr>
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<tbody>
<tr>
<td>Meeting</td>
<td>Jul 22, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Minutes</td>
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2. PRESENTATION BY CAVANAUGH MACDONALD

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. OPEB AND PENSION ACTUARIAL VALUATION</th>
</tr>
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<tbody>
<tr>
<td>Meeting</td>
<td>Jul 22, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>2. PRESENTATION BY CAVANAUGH MACDONALD</td>
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<td>Access</td>
<td>Public</td>
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<td>Type</td>
<td>Information</td>
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</tbody>
</table>

3. PRESENTATION BY MAULDIN AND JENKINS

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. DECEMBER 31, 2013 AUDITS FOR CITY OF MACON AND BIBB COUNTY</th>
</tr>
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<tbody>
<tr>
<td>Meeting</td>
<td>Jul 22, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
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<tr>
<td>Category</td>
<td>3. PRESENTATION BY MAULDIN AND JENKINS</td>
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<td>Access</td>
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<td>Information</td>
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4. INDEPENDENT PORTFOLIO CONSULTANTS

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. DISCUSSION OF CASH MANAGEMENT</th>
</tr>
</thead>
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<tr>
<td>Meeting</td>
<td>Jul 22, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>4. INDEPENDENT PORTFOLIO CONSULTANTS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
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</table>
5. FURNISHINGS FOR THE TAX COMMISSIONER'S NEW OFFICE

Subject: A. A resolution to authorize the mayor to execute a contract with CWCC, LLC for moving or current furnishings and the purchase of new interior furnishings for the tax commissioner's office in the amount of $104,231.04 to be paid from bond funds

Meeting: Jul 22, 2014 - Operations and Finance Committee
Category: 5. Furnishings for the Tax Commissioner's New Office
Access: Public
Type: Action

File Attachments
7-22-2014 - Furnishings for Tax Commissioner's Office $104,213.04.pdf (11,360 KB)

6. AMENDING CODE TO INCLUDE TAX ASSESSORS BOARD AND EMPLOYEES

Subject: A. An ordinance amending Chapter 18 Article V of the code to include members and employees of the Macon-Bibb County Board of Tax Assessors

Meeting: Jul 22, 2014 - Operations and Finance Committee
Category: 6. Amending Code to Include Tax Assessors Board and Employees
Access: Public
Type: Action

File Attachments
7-22-2014 - Ord Claims Against Employees.pdf (638 KB)

7. ESTABLISHMENT OF TAXING DISTRICTS AND ESTABLISHING MILLAGE RATES

Subject: A. An ordinance providing for the establishment of taxing districts, providing for the levy, assessment and collection of taxes for Macon-Bibb County within such districts for the calendar year 2014 and establishing millage rates

Meeting: Jul 22, 2014 - Operations and Finance Committee
Category: 7. Establishment of Taxing Districts and Establishing Millage Rates
Access: Public
Type: Action

File Attachments
7-22-2014 - Ord 2014 Millage Rates.pdf (512 KB)

8. SUPPLEMENTAL BUDGET REQUESTS

9. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

July 8, 2014

The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Vice Chairman Elaine Lucas.

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

COMMITTEE MEMBER(S) ABSENT:
Commissioner Gary Bechtel – Chairman

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Ed DeFore
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Sheriff David Davis
Judd Drake, County Attorney
Dale Walker, County Manager
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Janice Ross, Training and Events Coordinator
Jean Howard, Assist. Clerk of the Commission
Crystal Jones, Sr. Assistant County Attorney
Opie Bowen, Assistant County Attorney
Reginald McClendon, Assistant County Attorney
Danny Thompson, Sheriff’s Office
Kari Kitchens, Grants Administrator
Don Druitt, Director, EMA
Charles Coney, Asst. County Manager
Shelva Thurmond, Clerk of the Commission
Ben Hubbard, Human Resources Director
Bel Wall, Asst. Human Resources Director
Deep Patel, Intern

VISITORS/GUESTS:
Rick Jones, Executive Director, Macon Transit Authority
Brad Wilson, Attorney for the Macon Transit Authority
Andy Stroud, Marketing Manager, Macon Transit Authority
Tom Wilcome
Jeffery Monroe
Dr. Steven E. Corkery
Eric P. Manson
Christopher c. Tsavataewa
Nancy Dove, American Cancer Society, Atlanta Division
Brenda Haulik, Bibb County Relay for Life Chairman

NEWS MEDIA
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58

The meeting was called to order at 9:00 a.m. by Committee Vice – Chairman Elaine Lucas.

1. Approval of minutes

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried with Commissioners Lucas and Watkins voting in the affirmative, the minutes of June 24, 2014 were approved as written.
2. Approval of Retirements:
   - Earlean Lewis – Finance Department – Early Retirement with 20 years and 5 months
   - William Reid – Sheriff’s Office – Normal Retirement with 20 years and 11 months

   *On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried with Commissioners Lucas and Watkins voting in the affirmative, the retirements of Earlean Lewis and William Reid were approved.*

3. Purchase of Bucket Truck

   **ACTION**

   *On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins and Lucas voting in the affirmative, the 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. was approved.*

4. Extension of Lease with Middle Georgia Regional Commission

   **ACTION**

   *On motion of Commissioner Shepherd, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins and Lucas voting in the affirmative, the 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 Emery Highway was approved.*

5. Bi-Party Agreement with Transit Authority

   **ACTION**

   *On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute a Bi-Party Agreement for funding and operation of the Macon-Bibb County Transit Authority was approved.*

6. Supplemental Budget Request

   NA

7. Transfer of Funds

   NA

   There being no further business, the meeting was adjourned.

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Sheila Thurmond, CCC
Clerk of the Commission
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, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor.
Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.
1.4 Control of 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 of 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 (o) 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 our 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 received 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, Releasees), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, for any loss or damage for bodily injury, property damages and attorneys’ fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor’s obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents or the Independent Contractor’s subcontractors enter 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 agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the
meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. **Disputes**

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with 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 code 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 those 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

Attested: Shelia Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

CWC, LLC

By: Cliff Olmstead, Sr. Account Executive

Attested: Notary Public
EXHIBIT A

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”.

All seating products and components are covered by a 10-year parts and labor warranty and Allseating 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 Olmstead, Sr. Account Executive

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

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
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 ________________, 20__ 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 ________________, 20__

NOTARY PUBLIC

My Commission Expires: ____________________

P:\LEGAL KS\VP\Subcontractor 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 ____________, 20__ 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 ____________, 20__.

NOTARY PUBLIC

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2014</td>
<td>931-45 420-15</td>
<td>Tax Commissioner Service Center Furniture</td>
<td>$158,000.00</td>
<td>Nyesha Daley</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CWC-Macon</td>
<td>$104,213.04</td>
</tr>
</tbody>
</table>

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

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

How low bidder did not meet the specification:

Rejection Justification:

Indicate why proposal should be rejected:

- ☐ Over budget
- ☐ No One Meets Specifications
- ☐ Other
- ☐ N/A

Award Requirements:

- ☐ HOLD FOR MBCC AWARD
- ☐ HOLD FOR MBCC ACTION

Details of solicitation process:

Two local firms which hold State of Georgia Contracts for Furniture provision and installation were selected to submit proposals. The submissions were received by identified deadline in the procurement department. The tabulation of submissions was sent to the user 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>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Director</td>
<td>(Signature)</td>
<td>6/30/2014</td>
</tr>
<tr>
<td>ACM, Operations</td>
<td></td>
<td></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>931-45</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>CWC</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: Thomas W. Tedders Jr.  DATE: June 24, 2014
## Furniture Proposal Matrix

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Commercial Furnishings</th>
<th>Alt BID</th>
<th>CWC BID</th>
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</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>$130,960.59</td>
<td>$120,747.77</td>
<td>$91,290.33</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>
</tr>
<tr>
<td>Warranty info provided?</td>
<td>YES</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>Drawings provided</td>
<td>YES</td>
<td></td>
<td>YES</td>
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</table>

### Additional areas of consideration

<table>
<thead>
<tr>
<th></th>
<th>Commercial Furnishings</th>
<th>Alt BID</th>
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</thead>
<tbody>
<tr>
<td>Local</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Minority</td>
<td>No</td>
<td>No</td>
<td></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: Nyasha Daley, MBA, CPPB

Director of Procurement
# Furniture Proposal Matrix

<table>
<thead>
<tr>
<th>Evaluation Criterion</th>
<th>Commercial Furnishings</th>
<th>GWLC</th>
<th>BID</th>
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<tbody>
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By: [Signature]  
6/6/2014
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<th>Item</th>
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<th>Seq</th>
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<th>Unit</th>
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<th>Description</th>
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Total $ 104,470
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  
478.621.6958

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 $3300. 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  

Cliff Olmstead  |  Senior Account Executive  
p 478.330.6247  |  m 478.955.9610  |  f 478.405.8678  
105a Gateway Drive  
Macon, Ga 31210  
www.c-w-c.com  

2011 -- CWC Voted Best Place to Work -- Medium Sized Company
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 18 ARTICLE V OF THE CLAIMS AGAINST EMPLOYEES SECTION OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY TO INCLUDE MEMBERS AND EMPLOYEES OF THE MACON-BIBB COUNTY BOARD OF TAX ASSESSORS UNDER SAID ARTICLE; 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 providing a legal defense for its employees who have a claim brought against them while performing their official duties on behalf of Macon-Bibb County; and

WHEREAS, Chapter 18, Article V of the Code of Ordinances of Macon-Bibb County, Georgia contains provisions that define the people who are considered to be employees of Macon-Bibb County; and

WHEREAS, Section 18-150 of the Code of Ordinances of Macon-Bibb County, Georgia defines an employee to mean any “member of the governing body of Macon-Bibb County, supervisors, employees, and other elected or appointed officers and their appointees and employees, past and present and future”; and

WHEREAS, in addition, Section 18-150 of the Code of Ordinances of Macon-Bibb County, Georgia also states that “for the purpose of this article "employee" shall include the members of the Macon-Bibb County Board of Elections, the superintendent of elections and the employees of such board”; and

WHEREAS, furthermore, Section 18-150, Subsection 1 of the Code of Ordinances of Macon-Bibb County, Georgia states that the word employee does not include “officers and employees of the Macon-Bibb County Board of Health; the Bibb County Department of Family and Children Services; the Macon-Bibb County Planning and Zoning Commission; the Macon-Bibb County Hospital Authority; the Macon-Bibb County Economic Opportunity Council; the Macon-Bibb County Transit Authority; the Board of Public Education for Bibb County; the Macon-Bibb County Industrial Authority; the Macon-Bibb County Urban Development Authority; the Development Authority of Bibb
County; and other similar agencies; nor does the term include the agricultural agent, the home demonstration agent and the employees of either”; and

WHEREAS, Section 18-50 of the Code of Ordinances of Macon-Bibb County, Georgia is silent as to the status of members of the Macon-Bibb County Board of Tax Assessors, as well as the employees and the chief appraiser of the Macon-Bibb County Board of Tax Assessors; and

WHEREAS, pursuant to O.C.G.A. Title 48, Chapter 5 et al., the Macon-Bibb County Board of Tax Assessors shall be responsible for the appraisal of all tangible real and personal property in Macon-Bibb County; and

WHEREAS, the members, employees, and chief appraiser of the Macon-Bibb County Board of Tax Assessors perform essential services for the County and do not have the same defined employment status as other similarly situated Boards under Section 18-50 of the Code of Ordinances of Macon-Bibb County; and

WHEREAS, the purpose of this ordinance amendment is to include any member, chief appraiser, and employee of the Macon-Bibb County Board of Tax Assessors under the employee definition of Section 18-50 of the Code of Ordinances of Macon-Bibb County; 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 18, Article V of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Section 1.

Chapter 18, Article V, Sec. 18-150 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to include the members of the Macon-Bibb County Board of Tax Assessors, the chief appraiser of assessors, and the employees of such Board, and shall read as follows:
Sec. 18-150. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Claim includes all claims presented against an employee prior to institution of a proceeding.

Employee means the members of the governing body of Macon-Bibb County, supervisors, employees, and other elected or appointed officers and their appointees and employees, past and present and future. For the purpose of this article "employee" shall include the members of the Macon-Bibb County Board of Elections, the members of the Macon-Bibb County Board of Tax Assessors, the superintendent of elections, the chief appraiser of assessors, the employees of the Macon-Bibb County Board of Elections, and the employees of the Macon-Bibb County Board of Tax Assessors.

(1) The word "employee" does not include officers and employees of the Macon-Bibb County Board of Health; the Bibb County Department of Family and Children Services; the Macon-Bibb County Planning and Zoning Commission; the Macon-Bibb County Hospital Authority; the Macon-Bibb County Economic Opportunity Council; the Macon-Bibb County Transit Authority; the Board of Public Education for Bibb County; the Macon-Bibb County Industrial Authority; the Macon-Bibb County Urban Development Authority; the Development Authority of Bibb County; and other similar agencies; nor does the term include the agricultural agent, the home demonstration agent and the employees of either. Proceeding includes any matter of a civil nature in or before any court or agency of this state or of any other state or of the United States.

Section 2

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

Section 3

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.
(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 4

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

Section 5

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ______ day of ________________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT

A
Sec. 18-145. Responsibility of person filing report.

It shall be the duty of any person charged with filing reports to see that the same are completely filled out, and that the information required is accurate in every detail and is legible.

Sec. 18-146. Responsibility of department heads.

(a) It shall be the duty of each department head to insure that all employees of that department become familiar with the reporting mandates, the place of filing reports, and the other requirements of this division.

(b) Department heads shall further have the duty of seeing that new employees are similarly indoctrinated, and it shall be further the duty of each department head to ensure compliance by department employees with the provisions hereof.

ARTICLE V. CLAIMS AGAINST EMPLOYEES

Sec. 18-150. Definitions.
Sec. 18-151. Exclusions.
Sec. 18-152. Construction.
Sec. 18-153. Defense of employees.
Sec. 18-154. Grounds for refusal of defense.
Sec. 18-155. Payment of judgments; compromise and settlement of claims.

Sec. 18-150. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Claim includes all claims presented against an employee prior to institution of a proceeding.

Employee means the members of the governing body of Macon-Bibb County, supervisors, employees, and other elected or appointed officers and their appointees and employees, past and present and future. For the purpose of this article "employee" shall include the members of the Macon-Bibb County Board of Elections, the superintendent of elections and the employees of such board.
(1) The word "employee" does not include officers and employees of the Macon-Bibb County Board of Health; the Bibb County Department of Family and Children Services; the Macon-Bibb County Planning and Zoning Commission; the Macon-Bibb County Hospital Authority; the Macon-Bibb County Economic Opportunity Council; the Macon-Bibb County Transit Authority; the Board of Public Education for Bibb County; the Macon-Bibb County Industrial Authority; the Macon-Bibb County Urban Development Authority; the Development Authority of Bibb County; and other similar agencies; nor does the term include the agricultural agent, the home demonstration agent and the employees of either.

Proceeding includes any matter of a civil nature in or before any court or agency of this state or of any other state or of the United States.

Sec. 18-151. Exclusions.

There is excluded further from the operation of this division any claim or proceeding as to which insurance is provided by Macon-Bibb County.

Sec. 18-152. Construction.

(a) Nothing contained in this division shall be deemed to constitute any waiver of any immunity, including governmental immunity, afforded by law.

(b) Nothing herein shall be deemed to constitute the elected or appointed officers and their appointees and employees as employees of Macon-Bibb County except for the purposes of this division.

Sec. 18-153. Defense of employees.

Whenever any claim is made or proceeding is brought against any employee, either against him asserting personal liability for damages arising out of the performance of his duties or in any way connected therewith, whether based on negligence, violation of contract rights or violation of civil, constitutional, common law or other statutory rights, whether federal, state or local, Macon-Bibb County shall, upon his written request, provide for his defense by an attorney selected by Macon-Bibb County unless otherwise limited by the terms of this division. Macon-Bibb County may decline defense of an employee or decline payment of a claim against an employee if the employee has failed to give notice in writing of any claim or proceeding to the board within 30 days after the employee has notice of a claim or if the employee has failed to give such notice within five days after service of a proceeding.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION PROVIDING FOR THE ESTABLISHMENT OF TAXING DISTRICTS, PROVIDING FOR THE LEVY, ASSESSMENT, AND COLLECTION OF TAXES FOR MACON-BIBB COUNTY, GEORGIA WITHIN SUCH DISTRICTS FOR THE CALENDAR YEAR 2014, AND ESTABLISHING MILLAGE RATES FOR SAID PURPOSES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Ga. L. 2012, P.5595, as amended by Ga. L. 2013, p.3942 (together, the “Charter”) restructured the governmental and corporate powers, duties and functions vested in the City of Macon and Bibb County under a new charter which became effective on January 1, 2014, establishing a single county-wide government with powers and jurisdiction throughout the territorial limits of Bibb County, superseding and replacing the governments of the City of Macon and the Bibb County under the name Macon-Bibb County, the governing body for which is the Macon-Bibb County Commission (the “Commission”); and

WHEREAS, Section 24 of the Charter provides that the Commission may create special services tax districts based upon the level of services; and

WHEREAS, Section 29 (a) of the Charter provides that the Commission shall provide for the assessment, revaluation, and collection of taxes on all property subject to taxation and to levy and collect such other taxes as may be allowed now or in the future by law; and

WHEREAS, Section 29 (b) of the Charter provides that the Commission shall, by ordinance, establish a millage rate for the restructured government property taxes, a due date, and in what length of time these taxes must be paid; and

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

Section 1.

For purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, the Commission hereby establishes a special services tax district to be known as the “Macon City Tax District” which shall correspond to and be contemporaneous with the corporate limits of the City of Macon as said corporate limits existed on the day immediately preceding the effective date of the Charter, excluding, however, that portion of the City of Macon that was located in Jones County. The millage rate for the Macon City Tax District for calendar year 2014 shall be set at one-half of the 2013 calendar year millage rate for the former
City of Macon Tax District, (001). The former City of Macon Tax District, (001), is hereby terminated.

Section 2.

For purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, the Commission hereby establishes a county-wide tax district to be known as the “Macon-Bibb County Tax District.” The territory embraced in the Macon-Bibb County Tax District shall be the total area of Bibb County, as the same may be now or hereafter fixed and established by law. The former Bibb County Unincorporated Tax District, (002), is hereby terminated.

Section 3.

For purposes of the assessment, revaluation, and collection of property taxes for Macon-Bibb County, each Tax Allocation District, (TAD), previously established by the City of Macon shall continue as a TAD for Macon-Bibb, Georgia.

Section 4.

The fire protection tax which was previously levied only on the unincorporated portion of Bibb County is hereby terminated, and shall be equally levied for calendar year 2014 and subsequent calendar years on all Macon-Bibb County property by adding said fire protection tax as part of the tax rate for the Macon-Bibb County Tax District.

Section 5.

Both the former City of Macon (Without Sewage) Tax District, (003), and the City of Macon-Jones County Tax District, (004), are hereby terminated.

Section 6.

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, the millage rates for the calendar year 2014, as set forth on Exhibit “A” attached hereto and incorporated herein by reference, are hereby levied against the taxable property of Macon-Bibb County, Georgia for the tax districts heretofore established.

Section 7.

In accordance with the timeline attached hereto as Exhibit “B”, the commission has followed the public notification requirements of O.C.G.A. Sec. 48-5-32.1 in setting the 2014 millage rates as the millage rates for the calendar year 2014 have been set higher than the
computed rollback rate.

Section 8.

Pursuant to Section 29 (b) (2) of the Charter, the methods and requirements for payment of property taxes as established and utilized for the previous calendar year by the City of Macon and Bibb County, including but not limited to the due dates and in what length of time taxes must be paid, are hereby reaffirmed as the methods and requirements for Macon-Bibb County, Georgia.

Section 9.

Except as otherwise provided herein, any special tax districts previously created by Macon-Bibb County, Bibb County or the City of Macon and presently in effect for road repair, street lighting, or other governmental purposes shall not be affected by the adoption of this ordinance and shall continue in full force and effect for any subject property.

Section 10.

(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 11.

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

Section 12.

This Ordinance shall become effective immediately upon its approval by the Macon-Bibb County Commission.

SO ORDAINED this _____ day of _________________, 2014.

________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:                     ________________________
SHELIA THURMOND, CLERK OF COMMISSION
EXHIBIT "A"

Macon-Bibb County
2014 Millage Rates

[TO BE PROVIDED BY TAX COMMISSIONER]
EXHIBIT “B”

Timeline for Collection of 2014 Taxes

August 5, 2014  Advertise First and Second Hearings to Increase Taxes
               Advertise 5 Year History
August 12, 2014 Advertise Third Hearing to Increase Taxes
               Advertise Meeting to Adopt Mill Rate
August 12, 2014 Hold First and Second Hearings to Increase Taxes
August 19, 2014 Hold Third Hearing to Increase Taxes
               Hold Meeting to Adopt Mill Rate
               (Last Possible Date in order to Insure Split Billing)
August 22, 2014 Tax Digest to Atlanta for Approval by Revenue Department
August 29, 2014 Tax Bill Information Sent to MailSort
September 17, 2014 Tax Bills Mailed (Last Possible Date)
October 17, 2014 First Half Taxes Due
November 17, 2014 Second Half Taxes Due
December 31, 2014 Intent to Fifa Notice (Reminder Notice) Mailed

Please note that these dates are the latest that each of these may be done in order to maintain the November 15 due date and to have a split bill.

The dates for the advertising must be done correctly by the dates shown. It probably would be best to advertise a few days before the dates shown.

Any of these, except the November 17 date, may be done earlier than the date shown above.
Tuesday, July 22, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject A. APPROVAL OF MINUTES FROM MEETING ON JULY 8, 2014
Meeting Jul 22, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
7-8-2014.pdf (13 KB)

2. AMENDING CODE FOR CONSUMPTION ON THE PREMISES OF LICENSED GROWLERS

Subject A. AN ORDINANCE AMENDING CHAPTER 4 ARTICLE V OF THE CODE 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
Meeting Jul 22, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category 2. AMENDING CODE FOR CONSUMPTION ON THE PREMISES OF LICENSED GROWLERS
Access Public
Type Action

File Attachments
7-22-2014 - Amending Code re Retail Sale of Wine and Malt Beverages.pdf (1,254 KB)
The Economic and Community Development Committee was called to order at 9:17 a.m. by Committee Chairman Schlesinger.

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

COMMISSION MEMBER(S) ABSENT:
Commissioner Gary Bechtel

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Mayor Pro Tem Bert Bivins
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Asst. County Attorney
Opie Bowen, Asst. County Attorney
Reginald McClendon, Asst. County Attorney
Sheriff David Davis
Shelia Thurnond, Clerk of the Commission
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Kari Kitchens, Grants Administrator
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Charles Coney, Asst. County Manager
Don Druitt, Director, Emergency Management

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV

VISITORS/GUESTS:
Rick Jones, Executive Director, Macon Transit Authority
Andy Stroud, Marketing Manager, Macon Transit Authority
Brad Wilson, Attorney, Macon Transit Authority
Jeffery Monroe
Dr. Steven E. Corkery
Eric P. Manson
Christopher C. Tsavatewa
Nancy Dove, American Cancer Society Atlanta Division
Brenda Haulik, Bibb County Relay for Life Chairman

1. Approval of Minutes from meeting on June 24, 2014

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Tillman and Watkins voting in the affirmative, the minutes of June 24, 2014 were approved.

2. Code Revision Regarding Distance Requirements for Package Sales
Opie Bowen, Assistant County Attorney, stated that the distance requirement was in correctly entered when the Code for Macon - Bibb County was established. The Code of the County conflicts with State law. The County Code currently states 1,000 feet between newly licensed establishments. State law requires 600 yards or 1,500 feet. Due to the conflict, the County Code requires correction in order to be in compliance with State Law.

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Tillman and Watkins voting in the affirmative, the ordinance amending Chapter 4, Article II of the Alcoholic Beverage Section of the Code of Ordinances of Macon-Bibb County to comply and conform to the distance requirements for retail package sales imposed by State law was approved.*

3. Conveying Parking Lot to American Cancer Society

Nancy Dove, American Cancer Society, Atlanta Division, addressed the need to have a portion of the parking lot conveyed to the American Cancer Society. The office, which is located on Cherry Street, presently has very limited parking for their employees and volunteers. The office in Bibb County serves 14 counties and in the past year has served 790 patients. ACS is a partner with both hospitals.

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Tillman and Lucas voting in the affirmative, the 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 was approved.*

4. Appointments to Committees and Boards

   A. A Resolution Appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee

   **ACTION:**

   *On motion of Commissioner DeFore, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Lucas and Watkins voting in the affirmative, the resolution appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee was approved.*

   B. A Resolution Reappointing Dr. Steven E. Corkery to the Board of Directors of River Edge Behavioral Health Community Service Board.

   **ACTION:**

   *On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioners Schlesinger, Tillman and Lucas voting in the affirmative, the resolution appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee to fill the unexpired term of Dan Slagle was approved.*
C. A resolution Appointing Mayor Pro Tem Bert Bivins to Fill a Vacant Position on the Board of Directors of the River Edge Behavioral Health Community Service Board.

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Tillman and Watkins voting in the affirmative, the resolution appointing Mayor Pro Tem Bert Bivins to fill a vacant position on the Board of Directors of River Edge Behavioral Health Community Service Board was approved.*

D. A resolution Appointing Eric P. Manson To Fill the Unexpired Term of David Danzie on the Macon Housing Authority

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Lucas and DeFore voting in the affirmative, the resolution appointing Eric P. Manson to fill the unexpired term of David Danzie on the Macon Housing Authority was approved.*

E. A Resolution To Appoint Christopher C. Tsavatewa to the Bibb County Board of Health to Fill the Unexpired Term of Walter Wilson

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, DeFore and Lucas voting in the affirmative, the resolution appointing Christopher C. Tsavatewa to the Bibb County Board of Health to fill the unexpired term of Walter Wilson was approved.*

F. A Resolution Appointing Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw

**ACTION:**

*On motion of Commissioner DeFore, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Tillman and Watkins voting in the affirmative, the resolution appointing Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw was approved.*

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

__________________________
Shelia Thurmond, CCC
Clerk of the Commission
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 sale 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
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 the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.
Section 5.

This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED this _____ day of _________________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
Tuesday, July 22, 2014
MACON - BIBB COUNTY COMMISSION WORK SESSION

5:00 P.M.
LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. PRESENTATION ON THE CITY AUDITORIUM AND CENTREPLEX
2. LAKE TOBESOFKEE UPDATE