Tuesday, August 19, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Public Hearing and Special Called Meeting of the Operations and Finance Committee (Commission Chamber)
6:30 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
Tuesday, August 19, 2014
MACON-BIBB COUNTY PRE-COMMISSION MEETING

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

1. CALL TO ORDER

2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

3. NEW BUSINESS

4. EXECUTIVE SESSION

A. To discuss the acquisition of real estate and pending litigation with Outside Counsel, Duke Groover

B. Approval of minutes from August 5, 2014 Executive Session

5. ADJOURNMENT
Tuesday, August 19, 2014
MBCC PUBLIC HEARING ON MILLAGE RATE INCREASE AND SPECIAL CALLED MEETING OF THE OPERATIONS AND FINANCE COMMITTEE

6:00 P.M.
Commission Chamber
Government Center
Purpose: For public input on millage rate increase and meeting of the Operations and Finance Committee on millage rate increase

1. Public Hearing

A. Ordinance for the establishment of the 2014 Tax Millage Rate

B. Special Called Meeting of the Operations and Finance Committee
Tuesday, August 19, 2014
MACON-BIBB COUNTY REGULAR COMMISSION MEETING

6:30 P.M.
Commission Chamber
Government Center

1. CALL TO ORDER

2. PRAYER

Subject  A. Reverend Mike Fuller, Midway Baptist Church
Meeting  Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category  2. PRAYER
Access    Public
Type      Recognition

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

Subject  A. Pre-Commission Meeting on August 5, 2014
Meeting  Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category  4. APPROVAL OF MINUTES
Access    Public
Type      Minutes, Recognition

File Attachments
8-5-2014 Pre Commission Meeting.pdf (208 KB)

Subject  B. Regular Commission Meeting on August 5, 2014
Meeting  Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category  4. APPROVAL OF MINUTES
Access    Public
Type      Minutes

File Attachments
8-5-2014 Regular Commission Meeting.pdf (485 KB)

5. INVITED GUESTS

6. PUBLIC COMMENTS ON AGENDA ITEMS
## 7. REPORTS FROM COMMITTEES

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<tr>
<td>B. Economic and Community Development Committee</td>
<td>Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING</td>
<td>7. REPORTS FROM COMMITTEES</td>
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## 8. CONSENT AGENDA

## 9. OLD BUSINESS

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<tr>
<td>A. Pending Approval of the Operations and Finance Committee: Ordinance 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 at 14.652 mills for the Macon-Bibb County Tax District and 4.85 mills for Macon City Tax District</td>
<td>Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING</td>
<td>9. OLD BUSINESS</td>
<td>Public</td>
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</table>
Subject: B. Approval of Retirements of Doug Furney - Tobesofkee (31 Years and 4 months) Charles Martin - Public Works Department (22 years and 8 months) and Sergio Hardy - Sheriff’s Department (22 years and 5 months)

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
- Ord Establish 2014 Millage Rate 14.652 and 4.85.pdf (654 KB)

Subject: C. Resolution to appropriate $75,000 for FY2015 in support of the Georgia Sports Hall of Fame

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
- 8-12-2014 - Res Appropriate $75000 Georgia Sports Hall of Fame.pdf (1,213 KB)

Subject: D. Resolution to appropriate $95,000 for FY2015 in support of the Keep Macon-Bibb Beautiful Commission

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
- 8-12-2014 - Res Appropriate $95000 Keep Macon-Bibb Beautiful.pdf (1,180 KB)

Subject: E. Resolution to appropriate $96,000 for FY2015 in support of the Douglass Theatre
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Operations and Finance Committee recommends approval

File Attachments
8-12-2014 - Res Appropriate $96000 Douglass Theatre.pdf (1,177 KB)

Subject: F. Resolution to appropriate $237,500 for FY2015 in support of the Museum of Arts and Sciences
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: The Operations and Finance Committee recommends

Administrative File Attachments
Res Museum of Arts Sciences $237500.00.pdf (711 KB)

Subject: G. Resolution to appropriate $633,400 for FY2015 in support of the Macon-Bibb County Board of Health
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval

File Attachments
8-12-2014 - Res Appropriate $633400 Board of Health.pdf (1,170 KB)

Subject: H. Resolution to appropriate $2,785,700 for FY2015 in support of the Middle Georgia Regional Library and $10,000 of In Kind Services in support of the Book Mobile
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
<table>
<thead>
<tr>
<th>Subject</th>
<th>I. Resolution to appropriate $171,900 for FY2015 in support of the Middle Georgia Regional Commission</th>
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<tr>
<th>Subject</th>
<th>J. Resolution to appropriate $2,751,000 ($2,434,000 in support of the Transit Authority and $317,000 in support of ParaTransit) for FY2015 in support of the Macon-Bibb County Transit Authority</th>
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<td>Recommended Action</td>
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<tr>
<th>Subject</th>
<th>K. Resolution to appropriate $425,000 for FY2015 in support of the River Edge Behavioral Health Center</th>
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<td>Meeting</td>
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<tr>
<td>Recommended Action</td>
<td>The Operations and Finance Committee recommends approval</td>
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</table>
Subject: L. Resolution to appropriate $67,500 for FY2015 in support of the Historic Hills & Heights Development Corporation

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
8-12-2014 - Res Appropriate $67500 Historic HillsHeights.pdf (1,361 KB)

Subject: M. Resolution to appropriate $880,900 for FY2015 in support if the Macon-Bibb County Planning and Zoning Commission

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval

File Attachments:
8-12-2014 - Res Appropriate $880900 Planning Zoning.pdf (1,179 KB)

Subject: N. Resolution to appropriate $237,500 for FY2015 in support of the Tubman African American Museum

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operations and Finance Committee recommends approval

File Attachments:
8-12-2014 - Res Appropriate $237500 Tubman Museum.pdf (1,366 KB)

Subject: O. Resolution to appropriate $202,400 for FY2015 in support of the Macon-Bibb County Land Bank Authority

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public
Subject: P. Resolution to appropriate $850,000 for FY2015 in support of the Bibb County Department of Family and Children Services
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval

File Attachments
8-12-2014 - Land Bank Authority 2015 Funding.pdf (791 KB)

Subject: Q. Resolution to appropriate $424,600 for FY2015 in support of the Macon-Bibb County Industrial Authority
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Operations and Finance Committee recommends approval

File Attachments
8-12-2014 - Industrial Authority 2015 Funding.pdf (793 KB)

Subject: R. Resolution authorizing and directing the Administration to seek proposals to undertake a comprehensive Blight Study
Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 9. OLD BUSINESS
Access: Public
Type: Action
Recommended Action: Economic and Community Development Committee recommends approval

File Attachments
8-12-2014 - Blight Study.pdf (769 KB)
Subject: S. Resolution to authorize further necessary investigation and action to secure revenue bond allocations for the purpose of vacant lot maintenance, blighted housing demolition, and other infrastructure beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Economic and Community Development recommends approval

File Attachments:
8-12-2014 - Res Secure Revenue Bond Vacant Lot Maintenance.pdf (1,114 KB)

Subject: T. Resolution authorizing the Mayor to execute an agreement with Georgia Behavioral Health Services in the amount of $299,994 with funding from the Home Investment Partnership Program to construct a sustainable group home at 980-982 Schaffer Place

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

File Attachments:
8-12-2014 - GA Behavioral Health Services.pdf (4,443 KB)

Subject: U. Resolution approving continued participation in the "Heartbeat Incentive Program" whereby Mixed Use Developments may be granted reduced or eliminated property taxes

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Economic and Community Development Committee recommends approval

File Attachments:
4-22-2014 - Heartbeat Incentive Program - Urban Development Authority.pdf (616 KB)

Subject: V. Ordinance to revise Chapter 5, Section 5-12 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for offenses regarding the care and control of licensed or permitted animals, mandating court appearance for the third and fourth offenses under this section, and adding a fee to fund animal welfare education expenses
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<th>Meeting</th>
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<td>Recommended Action</td>
<td>The Public Safety Committee recommends approval</td>
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**File Attachments**

8-12-2014 - Ord Revise Inaugural Code (Care Control of Animals).pdf (886 KB)

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**Subject**

W. Ordinance to revise Chapter 5, Section 5-13 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of abandoning a domesticated animal

**Meeting**

Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

**Category**

9. OLD BUSINESS

**Access**

Public

**Type**

Action

**Recommended Action**

Public Safety Committee recommends approval

**File Attachments**

8-12-2014 - Ord Revise Inaugural Code (Abandoning Domestic Animal).pdf (832 KB)

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**Subject**

X. Ordinance to revise Chapter 5, Section 5-22 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of tethering and transport, prohibited conduct

**Meeting**

Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

**Category**

9. OLD BUSINESS

**Access**

Public

**Type**

Action

**Recommended Action**

The Public Safety Committee recommends approval

**File Attachments**

8-12-2014 - Ord Revise Inaugural Code (Tethering Transport).pdf (874 KB)

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**Subject**

Y. Resolution accepting the dedication of a public road located at or near Bloomfield Parkway and Eisenhower Parkway in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County

**Meeting**

Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

**Category**

9. OLD BUSINESS

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<td>Recommended Action</td>
<td>Facilities and Engineering Committee recommends approval</td>
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**File Attachments**

8-12-2014 - Res Dedication of Public Road.pdf (1,107 KB)

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**Subject**

Z. Resolution authorizing the Mayor to execute an agreement with C. W. Matthews Contracting Company, Inc. for road construction and full depth road reclamation services

**Meeting**

Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

**Category**

9. OLD BUSINESS

**Access**

Public

**Type**

Action

**Recommended Action**

Facilities and Engineering Committee recommends approval

**File Attachments**

8-12-2014 - Res Agreement $2,116,004.15 Road Construction.pdf (2,801 KB)

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**Subject**

AA. Resolution authorizing the Mayor to execute an agreement with Womack Paving, Inc. in the amount of $65,076.45 for landfill entrance rehabilitation

**Meeting**

Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

**Category**

9. OLD BUSINESS

**Access**

Public

**Type**

Action

**Recommended Action**

Facilities and Engineering Committee recommends approval

**File Attachments**

8-12-2014 - Womack Paving.pdf (2,905 KB)

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**Subject**

BB. Resolution authorizing the Mayor to execute an intergovernmental Agreement between Macon-Bibb County and the Macon Water Authority to serve as the County's agent for the design, procurement, construction, and completion of storm water management projects and drainage improvements funded by SPLOST funds

**Meeting**

Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

**Category**

9. OLD BUSINESS

**Access**

Public

**Type**

Action

**Recommended Action**

Facilities and Engineering Committee recommends approval

**File Attachments**
10. NEW BUSINESS

Subject  A. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Crew Cab Patch truck for use by the Facilities Management Department

Meeting  Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category  10. NEW BUSINESS

Access  Public

Type  Action

Recommended Action  Refer to Operations and Finance Committee

File Attachments  8-26-2014 - Res Purchase 2015 Crew Cab Patch Truck.pdf (3,739 KB)

Subject  B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2014 Wheel Loader with a bucket attachment for use by the Public Works Department

Meeting  Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category  10. NEW BUSINESS

Access  Public

Type  Action

Recommended Action  Refer to Operations and Finance Committee

File Attachments  8-26-2014 - Res purchase of 2014 Wheel Loader with Bucket.pdf (2,901 KB)
C. Resolution authorizing the Mayor to execute an agreement of extension with the Houston County Board of Health WIC Program for the lease of office space located at 456 Oglethorpe Street

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Economic and Community Development Committee

File Attachments
8-26-2014 - Res Agrmt of Extension Houston WIC 456 Oglethorpe.pdf (1,735 KB)

D. Resolution authorizing the Mayor to execute an Agreement of Extension with River Edge Behavioral Health Center for lease of office space located at 175 Emery Highway

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Economic and Community Development Committee

File Attachments
8-26-2014 - Res Agrmt of Extension River Edge Health 175 Emery.pdf (1,510 KB)

E. Resolution authorizing the marketing, sale and/or participation in a Public-Private Partnership involving the Government Center Annex for the purpose of creating a Mixed Use Development Project

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Economic and Community Development Committee

File Attachments
Res Marketing or Sale Annex Bldg..pdf (523 KB)
F. Resolution to appoint Derrick M. Catlett, Jean M. Bragg, and Valerie R. Bradley, and to reappoint Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission

Meeting Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 10. NEW BUSINESS
Access Public
Type Action
Recommended Action Refer to Economic and Community Development Committee

File Attachments
8-26-2014 - Res Appoint and Re-Appoint Keep Macon-Bibb Beautiful.pdf (2,918 KB)

G. Resolution authorizing the Mayor to execute an agreement with the Macon-Bibb County Transit Authority for the transfer of ownership, interest, and access right to the property located adjacent to the Terminal Station building, commonly known as the Causey Property

Meeting Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 10. NEW BUSINESS
Access Public
Type Action
Recommended Action Refer to Facilities and Engineering Committee

File Attachments
8-26-2014 - Res Agrmt Transit Authority and Causey Property.pdf (1,005 KB)

H. Resolution accepting the dedication of a public road known as Liberty Estates Drive located in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County

Meeting Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category 10. NEW BUSINESS
Access Public
Type Action
Recommended Action Refer to Facilities and Engineering Committee

File Attachments
8-26-2014 - Res Dedication of Liberty Estates Drive.pdf (1,400 KB)
Subject: I. Resolution authorizing the Mayor to execute a payment in lieu of rent agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments
8-26-2014 - Res DFACS Rent agreement $1247145.00.pdf (798 KB)

Subject: J. Resolution authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Ingovernmental Contract

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments
8-26-2014 - Res Execute First Amendment 2011 SPLOST.pdf (769 KB)

Subject: K. Resolution authorizing the Mayor to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for $9,000.00

Meeting: Aug 19, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Economic and Community Development Committee

File Attachments
Res Agrmt Habitat for Humanity $9000.00 demolish.pdf (517 KB)

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 2015 CREW CAB PATCH TRUCK FOR USE BY THE FACILITIES MANAGEMENT DEPARTMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about June 17, 2014, Macon-Bibb County released an invitation for bids regarding a 2015 Crew Cab Patch Truck for use by the Macon-Bibb County Facilities Management Department (hereinafter "patch truck"); and

WHEREAS, the Macon-Bibb County Procurement Department received bids from three (3) entities regarding the proposed request; and

WHEREAS, upon reviewing the bids submitted, the Macon-Bibb County Procurement Department issued the award to Nextran Truck Center; and

WHEREAS, Nextran is a local bidder who has its principal place of business in Macon, Georgia and has submitted documentation to verify that they are capable of performing the services requested from the County; and

WHEREAS, the bid submitted by Nextran Truck Center for the Patch Truck was seventy thousand fifteen dollars and sixty cents ($70,015.60); and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement for the purchase of a 2015 Crew Cab Patch Truck with Nextran Truck Center.

SO RESOLVED this ____ day of ______________, 2014.

By: ______________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: _____________________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

2015 Crew Cab Patch Truck

Proposed Agreement
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 14-029-DAE

“2015 Crew Cab Patch Truck”

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by Nextran Truck Center (hereinafter “Nextran”), a Georgia Corporation located in Macon, Georgia, and Macon-Bibb County (hereinafter “County”), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as “the Parties, on this ____ day of __________, 2014.

WHEREAS, Nextran is in the business of selling and maintaining commercial trucking, fleet, and heavy duty equipment; and

WHEREAS, County desires to purchase such equipment; and

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

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

2. Purchase Price. County agrees to pay, and Nextran agrees to accept, the purchase price of seventy thousand fifteen dollars and sixty cents ($70,015.60) as full compensation and consideration for the equipment and services provided.

3. Payment. Upon satisfactorily delivery of the equipment and services provided in Exhibit A, Nextran shall provide a purchase invoice to the County. County agrees to pay the amount stated in Section two (2) of this Agreement and said invoice shall reflect this
amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Nextran, and delivery of such equipment and services shall be made within ninety (90) days of the effective date of this agreement. The equipment shall be packaged appropriately and the equipment shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206, with Nextran providing twenty-four (24) hours' notice prior to delivery as stated in the attached Invitation for Bid. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of deliver form. Risk of loss during transit of said equipment, and at all times prior to County inspecting and signing an acceptance of deliver form, shall remain with Nextran.

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

6. **Failure to Deliver Equipment and/or Services.** Should Nextran fail to deliver the referenced equipment or services provided for in Exhibit A, County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit A. In addition, County may also elect to cancel said purchase upon non-performance by Nextran.

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

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

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

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

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

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

13. **Amendments.** This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
14. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

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

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

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

**On Behalf of Macon-Bibb County:**

By: ___________________________ Date

Robert A. B. Reichert, Mayor

Attest: ___________________________ Date

Sheila Thurmond, Clerk of Commission

**On Behalf of Nextran Truck Center:**

By: ___________________________ Date

Signature of Authorized Official

Printed Name of Authorized Official Job Title of Signor

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

Signature of Notary Public (Notary Seal/Stamp)
EXHIBIT A
INVITATION FOR BID

FOR

2015 CREW CAB PATCH TRUCK

BID NUMBER: 14-029-DAE

MACON-BIBB COUNTY, GEORGIA

Date Issued: June 17, 2014
I. GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids in the Procurement Department, Government Center Annex, 682 Cherry Street – 8th Floor, Macon, Georgia 31201, until 12:00 noon on Thursday, June 26, 2014 for 2015 Crew Cab Patch Truck, for the Macon-Bibb County Government.

   NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

2. Bids will be publicly opened and read in the Procurement Department conference Room on Thursday, June 26, 2014 starting at 2:00 p.m.

3. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumpus@maconbibb.us.

B. Bid Documents

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

C. Sealed Bids

SEALED Bids shall be delivered or mailed to:

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

Mark the outside of the envelope “14-029-DAE 2015 Crew Cab Patch Truck”

Date Issued: June 17, 2014
D. Validity

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

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

E. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents may deem the bid to be non-responsive.

F. Local Preference

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

G. Reservations

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid non-responsive.

2. Unless otherwise specified, manufacturer’s names, trade names, brand names, information and/or catalog numbers listed herein are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product that meets or exceeds the specification. If bids are based on equivalent products, the bidder shall indicate on the bid form the alternate manufacturer’s name and catalog number and shall include complete descriptive literature and/or specifications along with proof that the proposed equivalent either meets or exceeds this specification. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, he shall furnish goods identical to the bid specifications.

Date Issued: June 17, 2014
H. Delivery of said Public Works vehicle will be delivered to: Macon-Bibb County, Vehicle Maintenance, 1122 Seventh Street, Macon, GA 31206, call Mr. Sam Hagley twenty-four (24) hours in advance of delivery: (478) 751-9106.

Ford Fleet Identification Number: QC892

Dodge Fleet Identification Number: 005HP

Toyota Fleet Identification Number: GH492
SPECIFICATION FOR CREW CAB
(2015 PATCH TRUCK)

CONVENTIONAL CHASSIS

- SET BACK AXLE - TRUCK
- CUM ISB 6.7-240 240 HP @ 2300 RPM, 2600 GOV, 560
- LB/FT @ 1600 RPM
- ALLISON 2100 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
- DETROIT DA-3S-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
- 20,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD
- DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
- 10,000# TAPERLEAF FRONT SUSPENSION
- 154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB
- 5025MM (198 INCH) WHEELBASE
- 9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH)
- 80KSI
- 1600MM (63 INCH) REAR FRAME OVERHANG
- PRL-08M M2 PRL-08M (EFF:01/28/2014)
- SPEC#PRO21 DATA RELEASE VER 007
- CONVENTIONAL CHASSIS 5,835 3,515
- MODEL YEAR SPECIFIED
- SET BACK AXLE - TRUCK
- STRAIGHT TRUCK PROVISION
- LH PRIMARY STEERING LOCATION
- TRUCK CONFIGURATION
- DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
- UTILITY/REPAIR/MAINTENANCE SERVICE
- GOVERNMENT BUSINESS SEGMENT
- DIRT/SAND/ROCK COMMODITY
- TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
- MAXIMUM 8% EXPECTED GRADE
- SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
- MEDIUM TRUCK WARRANTY
- EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs
- EXPECTED REAR AXLE(S) LOAD : 16000.0 lbs
- EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 26000.0 lbs

END DUMP BODY

- EXPECTED TRUCK BODY LENGTH : 12.0 ft
- EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME: "XX" INCHES : 32.0 in

END DUMP

- CUM ISB 6.7-240 240 HP @ 2300 RPM, 2600 GOV,
- 560 LB/FT @ 1600 RPM

Date Issued: June 17, 2014
Electronic Parameters

- 75 MPH ROAD SPEED LIMIT
- CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
- PTO MODE ENGINE RPM LIMIT - 1100 RPM
- PTO RPM WITH CRUISE SET SWITCH - 700 RPM
- PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
- PTO MODE CANCEL VEHICLE SPEED - 5 MPH
- PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
- PTO MINIMUM RPM - 700
- REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

- 2013 ONBOARD DIAGNOSTICS/2010
- EPA/CARB/GHG14
- NO 2008 CARB EMISSION CERTIFICATION
- STANDARD OIL PAN
- ENGINE MOUNTED OIL CHECK AND FILL
- ONE PIECE VALVE COVER
- SIDE OF HOOD AIR INTAKE WITH FIREWALL
- MOUNTED DONALDSON AIR CLEANER
- DR 12V 160 AMP 28-51 QUADRAMOUNT PAD
- ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
- (2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1850 CCA THREADED STUD BATTERIES
- BATTERY BOX FRAME MOUNTED
- STANDARD BATTERY JUMPERS
- SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
- WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
- NON-POLISHED BATTERY BOX COVER
- POSITIVE AND NEGATIVE POSTS FOR
- JUMPSSTART LOCATED ON FRAME NEXT TO STARTER
- CUMMINS TURBOCHARGED 18.7 CFM AIR
- COMPRESSOR WITH INTERNAL SAFETY VALVE
- STANDARD AIR COMPRESSOR GOVERNOR
- AIR COMPRESSOR DISCHARGE LINE
- ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
- RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM
- ASSEMBLY WITH RH C-PILLAR MOUNTED VERTICAL TAILPIPE
- ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
- 10 FOOT 00 INCH (120 INCH+60-5 INCH) EXHAUST SYSTEM HEIGHT
- RH CURVED VERTICAL TAILPIPE C-PILLAR MOUNTED ROUTED FROM STEP
- 6 GALLON DIESEL EXHAUST FLUID TANK
- 100 PERCENT DIESEL EXHAUST FLUID FILL
- LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION

Date Issued: June 17, 2014
• DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK
• STANDARD DIESEL EXHAUST FLUID TANK CAP
• ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)
• HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH
• AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
• CUMMINS SPIN ON FUEL FILTER
• FULL FLOW OIL FILTER
• 950 SQUARE INCH ALUMINUM RADIATOR
• ANTFREEZE TO -34°F, NOAT EXTENDED LIFE COOLANT
• GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
• CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
• RADIATOR DRAIN VALVE
• LOWER RADIATOR GUARD
• ALUMINUM FLYWHEEL HOUSING
• ELECTRIC GRID AIR INTAKE WARMER
• DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission
• ALLISON 2100 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

Transmission Equipment
• ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS
• ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
• PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
• VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED END OF FRAME
• CUSTOMER INSTALLED CHELSEA 230/231/236 SERIES PTO
• PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
• MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
• DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITH PARK BRAKE POSITION
• TRANSMISSION PROGNOSTICS – DISABLED (N/A) 2013, FOR USB IN 1000/2000 ONLY
• WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
• TRANSMISSION OIL CHECK AND FILL
• SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Axle and Equipment
• DETROIT DA-F-10.0-3 10,000#/FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
• MERITOR 15X4 Q+ CAM FRONT BRAKES
• NON-ASBESTOS FRONT BRAKE LINING
• CONMET CAST IRON FRONT BRAKE DRUMS
• SKF SCOTSEAL PLUS XL FRONT OIL SEALS

Date Issued: June 17, 2014
• VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL  
• STANDARD SPINDLE NUTS FOR ALL AXLES  
• MERITOR AUTOMATIC FRONT SLACK ADJUSTERS  
• TRW THP-60 POWER STEERING  
• POWER STEERING PUMP  
• 2 QUART SEE THROUGH POWER STEERING RESERVOIR  
• ORGANIC SAE 80/90 FRONT AXLE LUBE

Front Suspension
• 10,000# TAPERLEAF FRONT SUSPENSION  
• MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION  
• FRONT SHOCK ABSORBERS

Rear Axle and Equipment
• DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE  
• 5.88 REAR AXLE RATIO  
• IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING  
• MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES  
• MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES  
• NON-ASBESTOS REAR BRAKE LINING  
• BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)  
• CONMET CAST IRON REAR BRAKE DRUMS  
• SKF SCOTSEAL PLUS XL REAR OIL SEALS  
• HALDEX GOLDSJAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS  
• MERITOR AUTOMATIC REAR SLACK ADJUSTERS  
• ORGANIC SAE 80/90 REAR AXLE LUBE

Rear Suspension
• 20,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD  
• SPRING SUSPENSION - NO AXLE SPACERS  
• STANDARD U-BOLT PAD  
• FORE/AFT CONTROL RODS

Brake System
• AIR BRAKE PACKAGE  
• WABCO 4S/4M ABS WITHOUT TRACTION CONTROL  
• REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES  
• FIBER BRAID PARKING BRAKE HOSE  
• STANDARD BRAKE SYSTEM VALVES  
• STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM  
• STD U.S. FRONT BRAKE VALVE  
• RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE  
• WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER

Date Issued: June 17, 2014
- Air dryer mounted under hood steel air brake reservoir clear frame rails from back of cab to front rear suspension bracket, both rails outboard
- Pull cable on wet tank, petcock drain valves on all other air tanks

**Trailer Connections**
- Primary connector/receptacle wired for combination stop/turn, center pin powered through ignition
- SAE J560 7-way primary trailer cable receptacle mounted end of frame
- Upgraded chassis multiplexing unit
- Upgraded bulkhead multiplexing unit

**Wheelbase & Frame**
- 5025MM (198 INCH) WHEELBASE
- 9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.60/281X10.06 INCH) 80KSI
- 1600MM (63 INCH) REAR FRAME OVERHANG
- Frame overhang range: 61 INCH TO 70 INCH
- Calculated back of cab to rear susp C/L (CA): 85.2 in
- Calculated effective back of cab to rear suspension C/L (CA): 70.62 in
- Calculated frame length - overall: 290.39
- Calculated space available for deckplate: 85.2 in
- Calculated frame space LH side: 105.37 in
- Calculated frame space RH side: 142.11 in
- Square end of frame
- Front closing crossmember
- Standard weight engine crossmember
- Standard midship #1 crossmember(s)
- Standard rearmost crossmember
- Standard suspension crossmember

**Chassis Equipment**
- Three-piece 14 inch steel center bumper with flexible plastic ends
- Front tow hooks - frame mounted 15
- Bumper mounting for single license plate
- Fender and front of hood mounted front mudflaps
- Grade 8 threaded hex headed frame fasteners

**Fuel Tanks**
- 50 gallon/189 liter short rectangular aluminum fuel tank - LH
- Rectangular fuel tank(s)
- Plain aluminum/painted steel fuel/hydraulic tank(s) with painted bands
- Fuel tank(s) forward

Date Issued: June 17, 2014
• PLAIN STEP FINISH
• FUEL TANK CAP(S)
• ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP
• EQUIFLO INBOARD FUEL SYSTEM
• HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires
• HANKOOK AL11 295/75R22.5 14 PLY RADIAL FRONT TIRES
• HANKOOK DL11 295/75R22.5 14 PLY RADIAL REAR TIRES
• FULL SIZE SPARE TIRE AND WHEEL

Hubs
• CONMET PRE-SET BEARING IRON FRONT HUBS
• CONMET PRE-SET BEARING IRON REAR HUBS

Wheels
• MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.29 INSET 2-HAND STEEL DISC FRONT WHEELS
• MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
• FRONT WHEEL MOUNTING NUTS
• REAR WHEEL MOUNTING NUTS

Cab Exterior
• 154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB
• RUBBER CAB MOUNTS
• LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
• PAINTED PLASTIC GRILLE
• ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE
• FIBERGLASS HOOD
• SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED
• DUAL ELECTRIC HORNS
• SINGLE HORN SHIELD
• DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
• REAR LICENSE PLATE MOUNT END OF FRAME
• INTEGRAL HEADLIGHT/MARKER ASSEMBLY
• (5) AMBER MARKER LIGHTS
• INTEGRAL STOP/TAIL/BACKUP LIGHTS
• STANDARD FRONT TURN SIGNAL LAMPS
• DUAL WEST COAST MOLDED-IN COLOR MIRRORS
• DOOR MOUNTED MIRRORS
• 102 INCH EQUIPMENT WIDTH
• LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
• STANDARD SIDE/REAR REFLECTORS
• 63X14 INCH TINTED REAR WINDOW

Date Issued: June 17, 2014
- Tinted door glass LH and RH with tinted non-operating wing windows
- Manual door window regulators
- Tinted windshield
- 2 gallon windshield washer reservoir without fluid level indicator, frame mounted

Cab interior
- Opal gray cloth interior
- Molded plastic door panel
- Black mats with single insulation
- Forward roof mounted console with upper storage compartments without netting
- In dash storage bin
- (2) cup holders LH and RH dash
- Gray/charcoal flat dash
- 2-1/2 lb. fire extinguisher 5
- Heater, defroster and air conditioner
- Standard HVAC ducting
- Main HVAC controls with recirculation switch
- Standard heater plumbing
- Denso heavy duty air conditioner compressor
- Binary control, R-134A
- Standard insulation fuses
- Solid-state circuit protection and
- 12V negative ground electrical system
- Door activated dome/red map lights, forward LH and RH and rear LH, RH and center
- Cab door latches with manual door locks
- (1) 12 volt power supply in dash
- Triangular reflectors without flares 10
- Basic high back non suspension driver seat with fore and aft adjustment
- 2 man tool box mid back non suspension passenger seat
- Full width rear bench seat with folding back
- LH and RH integral door panel armrests
- Vinyl with vinyl insert driver seat
- Vinyl with vinyl insert passenger seat
- Black cordura plus cloth rear passenger seat cover
- High visibility orange seat belts: 3 point driver and RH and 2 point center front; 3 point LH, center and RH rear
- Fixed steering column
- 4-spoke 18 inch (450mm) steering wheel
- Driver and passenger interior sun visors

Instruments & Controls
- Gray driver instrument panel
- Gray center instrument panel

Date issued: June 17, 2014
• BLACK GAUGE BEZELS
• LOW AIR PRESSURE LIGHT AND BUZZER
• 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
• INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
• ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
• KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION
  OFF/RUN/START/ACCESSORY
• ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3
• DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH
• 2 INCH ELECTRIC FUEL GAUGE
• PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
• ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
• TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
• ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
• WIRING PROVISION FOR CUSTOMER FURNISHED ROOF MOUNTED STROBE/BEACON LIGHTS
• CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
• ELECTRIC ENGINE OIL PRESSURE GAUGE
• OVERHEAD INSTRUMENT PANEL
• AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT
• DASH MOUNTED RADIO
• (2) RADIO SPEAKERS IN CAB
• AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
• ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
• STANDARD VEHICLE SPEED SENSOR
• ELECTRONIC 3000 RPM TACHOMETER
• IDLE LIMITER, ELECTRONIC ENGINE
• TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT
• DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
• SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
• MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
• ONE VALVE PARK BRAKE SYSTEM WITH SHIFTER CONTROLLED AUTOPARK AND WARNING INDICATOR
• SELF CANCELING TURN SIGNAL SWITCH WITH
• DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
• INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

- PAINT: ONE SOLID COLOR
- CAB COLOR A: L0006EB WHITE ELITE BC
• BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
• MAXION WHEELS W POWDER WHITE (N0906EA) FRONT WHEELS/RIMS
• MAXION WHEELS W POWDER WHITE (N006EA) REAR WHEELS/RIMS
• BUMPER PAINT: PP24812 ARGENT SILVER DUPONT FLEX

• BODY TYPE – STEEL FLAT/DUMP
• LENGTH – 12’ WIDTH – 96’ – HEIGHT 48” BULKHEAD WITH WINDOW
• FLOORING – 3/16” SMOOTH STEEL
• SIDES: 24” REMOVABLE WOOD
• BUMPER: HD1CC W/TRAILER HITCH PH20 PINTLE HOOK AND 7-WAY PLUG
• LIGHTS: FEDERAL SPECIFICATIONS #108
• TURN SIGNALS: COME ON CHASSIS
• PAINT: BLACK
• MUD FLAPS: ANTI-SAIL
• HOIST: RL-R50
• TAILGATE: 10” WOOD FOLD-DOWN
• UNDERCOATED
• HOT SHIFT PTO
• 2 AMBER STROBE LIGHTS MOUNTED ON BULKHEAD
• 48” UNDERBODY TOOLBOX – BOTH SIDES
• 18” X 24” TUNNEL BOX MOUNTED BEHIND BULKHEAD TO FLOOR

STANDARD WARRANTY
• Parts and Repair Manuals or CD w/ Same Information

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR CD WITH SAME INFORMATION**

Date Issued: June 17, 2014
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

UNIT PRICE: $20,015.60

BIDDER INFORMATION

Company Name: NEXTAN TRUCK CENTER
Company Address: 3855 BROADWAY MACON, GA. 31206
Authorized By (typed or printed name): MICHAEL ELLION
Title: MUN. SALES MGR.
Authorized Signature: Michael Ellion
Date: 6/24/14
Telephone Number: 478-784-3100
Fax Number: 478-781-6033
Email Address: melion@nextancorp.com

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: NEXTAN TRUCK CENTER
Remit to Address: 3855 BROADWAY
City: MACON
State: GA
Zip: 31206
County: Bibb County
Phone: 478-784-3100
Fax: 478-781-6033
Toll Free:
Contact: DAVID GEMMETT
Email: JGemmet@nextancorp.com
Tax ID: □ SSN
Federal Tax ID
Business Type: □ Individual □ Business □ Misc.

MBE/WBE/DBE STATUS (check appropriate box)
□ African American  □ Hispanic  □ Native American  □ Asian American
□ Disabled  □ Woman-Owned  □ Not-Applicable
Procurement Dir.

Date Issued: June 17, 2014

Purchasing Agent
Witness

1. Berry Smallswood, Purchasing Agent, do certify this Bibb County Government, did certify this bid was publicly opened and read at the time and place stated in the bid notice.
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

... Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
26th DAY OF JUNE, 2014 My Commission Expires: 03/06/14

Michelle Cope
Notary Public

Date Issued: June 17, 2014
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
(E-Verify)
AFFIDAVIT

Contract/Bid No. and Name: ______________________________

Name of Contracting Entity: ______________________________

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

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

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

EEVEE-Verify™ User Identification Number

Original Document

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

Date of Authorization

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF __________, 2014

Michelle Cofer
Notary Public

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

Date Issued: June 17, 2014
## Selected Options

### 2015 Ford F-750

**Crew Cab XL (W7F)**

<table>
<thead>
<tr>
<th>Vehicle Snapshot</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engine:</strong> Cummins (6.7L) ISB 240 HP @ 2300 RPM, Governed @ 2600 RPM</td>
</tr>
<tr>
<td><strong>Transmission:</strong> Allison 2500 6-Speed, RDS Series On-Off</td>
</tr>
<tr>
<td><strong>Rear Axle Ratio:</strong> 5.57</td>
</tr>
<tr>
<td><strong>Brakes:</strong> Air Brakes - Straight Truck w/16.5x7.0 Rear Fads - 22.5&quot; Wheels</td>
</tr>
<tr>
<td><strong>GVWR:</strong> 25,699 lbs</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>W7F</td>
<td>Base Vehicle Price (W7F)</td>
<td>STD</td>
<td>73,800.00</td>
</tr>
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### Engine/Engine Equipment

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>99C</td>
<td>Cummins (6.7L) ISB 240 HP @ 2300 RPM, Governed @ 2600 RPM</td>
<td>OPT</td>
<td>1,549.00</td>
</tr>
<tr>
<td></td>
<td>Starting Motor - 12-Volt, 38 MT, Delco-Remy America Inc. Type 300; Less thermal over crank protection; Radiator - Modine, 717 Sq. In Cross Flow, 4.25&quot; Core w/th Tank Trans Cooler, Mainshaft Driveline, 1710. Includes Borg Warner SA75 viscous screw vane type fan clutch. Includes Donaldson single stage dry type air cleaner with filtration indicator. Includes Fleetguard FS18557, with electric type heater and primer pump - engine mounted fuel/water separator, 560 lb-ft torque @ 1600 RPM, 2600 RPM governed speed, 240 peak HP (Max). Component-manufacturer warranty applies. Subject to change by manufacturer without notice. Torque: 560 lb-ft @ 1600 rpm.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>631</td>
<td>CARB Clean Idle Label on Hood - Required for registration in CA, CT, DE, GA, ME, NJ, NY, NC, and PA</td>
<td>OPT</td>
<td>N/C</td>
</tr>
<tr>
<td>425</td>
<td>50 State Emissions</td>
<td>OPT</td>
<td>N/C</td>
</tr>
</tbody>
</table>

### Allison Vocational Transmission

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>44F</td>
<td>Allison 2500 6-Speed, RDS Series On-Off</td>
<td>STD</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>RDS Series On-Off, Synthetic Transmission Oil; 20 thru 28 Pints - Meets Allison TES295 Specification; GVWR Limit: 33,000 lbs. 8th Generation Controls; Wide Rails, 6-Speed, With Double Overdrive; With PTO Provision, Less Retarder; With 33,000 lb GVWR &amp; GCW Max. On/Off Hwy.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Transmission/Clutch

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>52P</td>
<td>Mainshaft Driveline, SPL140 ILO 1710 Series</td>
<td>OPT</td>
<td>183.00</td>
</tr>
</tbody>
</table>

### Brakes/Brake Equipment

---

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual late vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See dealership for the most current information. Reference: 0702025588 02/25/15

Printed on June 26, 2014 at 08:42
Price Level: 815 QuotedID: 710
### Selected Options Continued

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<tr>
<th>Code</th>
<th>Description</th>
<th>Prepared By:</th>
<th>Dealership:</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>159</td>
<td>Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop</td>
<td>Mike Elliot</td>
<td>NEXTRAN TRUCK CENTER</td>
<td>OPT</td>
<td>88.00</td>
</tr>
<tr>
<td></td>
<td>Mounted at rear of frame, compatible with trailers that use combined stop,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>tail, turn lights.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>67C</td>
<td>Air Brakes - Straight Truck w/16.5x7.0 Rear Pads - 22.5&quot; Wheels</td>
<td>OPT</td>
<td>1,341.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air Compressor, Compressor, 18.7 CFM Capacity. Meritor Q-Plus with ABS,</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Bendix Anti-Lock Brake System, 4-channel. Includes 15&quot; x 4&quot; front brakes,</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>dual direct reading air pressure gauges, front and rear dust shields, brake</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>lines in color coded nylon, instrument panel mounted yellow knob parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>brake control valve, automatic slack adjusters front and rear, two rear</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>spring parking brake chambers mounted on front of rear axle, three drum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>valves (Reference Body Builders Book for location). Rear brake size and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>components dependent upon axle selection.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62D</td>
<td>Air Dryer, Bendix ADIP w/Heater, Standard Position</td>
<td>OPT</td>
<td>457.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automatic dry valve includes Bendix DV-2 wheelbar. Mounted inside left</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>frame rail, back of cab.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43H</td>
<td>I-Beam Type - 10,000 lb. Cap. Non-Driving - Meritor</td>
<td>STD</td>
<td>NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MFS-10-122A</td>
<td></td>
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<tr>
<td></td>
<td>Steering Wheel - Two Spoke, Black PVC, 17.5&quot; Dia.; Includes Ross TAS-68</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>power steering gear.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61C</td>
<td>Taper-Leaf Springs, Parabolic - 10,000 lb. Cap</td>
<td>STD</td>
<td>NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes shock absorbers.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>475</td>
<td>5.57 Axle Ratio</td>
<td>OPT</td>
<td>NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68R</td>
<td>21,000 lb. Single-Speed - Meritor MS-21-14X-3DLF</td>
<td>STD</td>
<td>NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single reduction with 190 wheel ends. NOTE: When specifying an axle ratio,</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>check performance guidelines for stability and gradeability.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>643</td>
<td>Multi-Leaf Springs - Vari-Rate Suspension 23.500 lb. Cap</td>
<td>STD</td>
<td>NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes 4000 lb. auxiliary rubber spring.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>663</td>
<td>Wheels, Front 22.5x8.25 Powder Coated Steel Disc, 10-Hole</td>
<td>OPT</td>
<td>49.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>steel hubs, white.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60Z</td>
<td>Wheels, Rear 22.5x8.25 Powder Coated Steel Disc, 10-Hole</td>
<td>OPT</td>
<td>122.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>steel hubs, white.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>663</td>
<td>Wheel, Spare 22.5&quot; x 8.25&quot; Powder Coated White Steel Disc,</td>
<td>OPT</td>
<td>122.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10-Hole</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60Z</td>
<td>Tires, Rear Four 295/75R22.5G Goodyear G661 HSA (512 revolution)</td>
<td>OPT</td>
<td>56.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>194WB</td>
<td>194&quot; Wheelbase/84&quot; CA/45&quot; AF/282&quot; OAL</td>
<td>STD</td>
<td>NIC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Front Wheels/Tires**

- **Wheels, Front 22.5x8.025 Powder Coated Steel Disc, 10-Hole (285.75MM BC)** hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs, white: **OPT 24.00**

- **Tire, Front Two 295/75R22.5G Goodyear G661 HSA (512 revolution): **OPT 52.00

**Rear Wheels/Tires**

- **Wheels, Rear 22.5x8.25 Powder Coated Steel Disc, 10-Hole (285.75MM BC)** hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs, white: **OPT 49.00**

- **Wheel, Spare 22.5" x 8.25" Powder Coated White Steel Disc, 10-Hole: **OPT 122.00

- **Tires, Rear Four 295/75R22.5G Goodyear G182 RSD (512 revolution): **OPT 56.00

**Wheelbase**

- **194" Wheelbase/84" CA/45" AF/282" OAL: **STD NIC

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Printed on June 26, 2014 at 08:42

Price Level: 515

QuoteID: 718

Page 2
### Selected Options Continued

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>53S</td>
<td>Single Channel - Straight 'C' 15.14 SM, 80,000 PSI - For GVW</td>
<td>OPT</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Ratings 33,000 lbs. Maximum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>High strength low alloy steel: 10.25&quot; x 3.092&quot; x 0.375&quot; (200.4mm x 78.5mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>x 8.5mm, 437.5&quot; (1112mm) maximum OAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>76B</td>
<td>Tow Hooks, Front (2) Inside Rail, Frame Mounted</td>
<td>OPT</td>
<td>73.00</td>
</tr>
<tr>
<td>20Y</td>
<td>Special Rating GVWR - Limited to 25,999 lb. GVWR</td>
<td>OPT</td>
<td>61.00</td>
</tr>
<tr>
<td>Exhaust</td>
<td>Under Cab, Vertical Outlet, Right Side</td>
<td>OPT</td>
<td>207.00</td>
</tr>
<tr>
<td></td>
<td>Single, horizontal, diesel particulate filter assembly, frame mounted outside</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>right rail under cab, single horizontal SCR assembly, frame mounted outside</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>right rail under cab, right side mounted vertical tail pipes and guard.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Tanks</td>
<td>10 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based</td>
<td>OPT</td>
<td>0.00</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Class</td>
<td>MSRP</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-------</td>
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</tr>
<tr>
<td></td>
<td>(89H) Driver, Bucket Seat, 30%, Reclining, Steel Gray Vinyl w/Steel Gray Vinyl Insert; Fixed back with fore &amp; aft adjust, high back with integral headrest and single armrest, Inboard. Seats are color coordinated to cab trim level. All seats include seat belts; (86A) 2 Passenger, 70% Bench, Folding, Steel Gray Vinyl w/Steel Gray Vinyl Insert; Intermediate folding back, integral headrest, fold down single armrest, Inboard, with cupholders; (87C) Rear Bench, Steel Gray Vinyl; 80/40, flip-up cushion/fold down back. Includes molded cloth headliner, RH and LH coat hooks, survivors with passenger side mirror, overhead console with dual sunglass bins and integral map lights, interior back panel painted body color, door trim panels with std armrest, manual air conditioning, AM/FM radio with clock and audio input for a MP3, Velvac XL2020 manual mirrors with convex 96&quot; width, bright front headlight bezel, chrome grille and chrome front bumper. Steel grey interior color.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>59A</td>
<td>Horn, Air - Black, Single Trumpet</td>
<td>OPT</td>
<td>55.00</td>
</tr>
<tr>
<td></td>
<td>Air solenoid operated, chassiss mounted on right rail back of bumper.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54A</td>
<td>Mirrors, Dual Stainless Steel - Rectangular, 7 1/2&quot; x 16 1/2&quot;</td>
<td>OPT</td>
<td>122.00</td>
</tr>
<tr>
<td></td>
<td>West Coast style, 102&quot; wide spacing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54C</td>
<td>Mirrors, 2 Auxiliary Convex - Stainless Steel 8&quot; dia., mounted below primary mirrors.</td>
<td>OPT</td>
<td>43.00</td>
</tr>
<tr>
<td>588</td>
<td>Radio AM/FM Stereo w/Clock &amp; MP3 Audio Input</td>
<td>STD</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Interior Colors For: Primary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E Gray</td>
<td>OPT</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Primary Colors For: Primary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>YZ Oxford White</td>
<td>OPT</td>
<td>N/C</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Class</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>Vehicle Subtotal</td>
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<td>$78,883.00</td>
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<tr>
<td>Destination</td>
<td></td>
<td>$1,495.00</td>
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<tr>
<td>Vehicle Subtotal (Including Destination)</td>
<td></td>
<td>$80,378.00</td>
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</tbody>
</table>

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Reference: CV02010388 8/2013

Printed on June 26, 2014 at 08:42
Price Level: 515  QuoteID: 718  Page 4
Standard Equipment

2015 Ford F-750
Crew Cab XL (W7F)

Powertrain
Cummins 6.7L L-6 OHV diesel injection 24 valve intercooled turbo diesel engine * 210 amp alternator * 1,400 amp (total) step battery dual batteries located forward right * 6-speed automatic transmission with overdrive * Rear-wheel drive * Single speed drive axle * Aluminiized steel exhaust * Heated fuel/water separator * Transmission PTO provision * Standard rear differential * Right mounted horizontal muffler * Right mounted horizontal tailpipe * 45.0 gal. rectangular left front fuel tank

Steering and Suspension
Hydraulic power-assist re-circulating ball steering * Hydraulic disc brakes with front and rear vented discs * Non-Independent front suspension * Front leaf suspension * Front tapered leaf springs * Rigid rear axle * Rear leaf suspension * Rear multi-leaf springs * Front and rear 22.5" x 7.50" * 11.0R22.5 AS * Rubber auxiliary rear springs * Front and rear white steel disc wheels with 10 wheel studs

Safety
4-wheel anti-lock braking system * Front height adjustable seatbelts

Comfort and Convenience
Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Cruise control with steering wheel controls * 2 12V DC power outlets, ashtray, front lighter element(s) location, dual electric horn * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, trip computer, trip odometer * Warning indicators include battery, lights on, key, service interval, brake fluid, transmission fluid temp * Steering wheel with tilt adjustment * Manual front and rear windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Interior lights include dome light with delay, front reading lights * Mini overhead console with storage, glove box, front cupholder, instrument panel bin, dashboard storage * Automatic gearshift steering column lever * Upholster switches

Seating and Interior
Seating capacity of 6 * 60-40 folding rear bench seat with fold-up cushion * Vinyl faced front seats with carpet back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob * Driver and passenger seats with folding back * 4 way driver bucket seat with high back, fore/aft * 2 way passenger two person bench seat with mid back * Driver and passenger fixed headrests

Exterior Features
Front splash guards, composite/galvanized steel body material, side steps * Black side window moldings, black front windshield molding, black rear window molding * Black door handles * Chrome grille * 4 doors * Driver and passenger manual black convex spotter folding trailer outside mirrors * Front chrome bumper with straight ends * Sealed beam halogen headlamps * Additional exterior lights include cab clearance lights * Clearcoat monochrome paint * Hood mounted grille

*Prices and colors availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special dealer pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference: 870253000 05/2015

Printed on June 26, 2014 at 08:42
Price Level: $15 QuoteID: 718

Page 5
### Standard Equipment Continued

**Prepared By:** Mike Elliot  
**Dealership:** NEXTRAN TRUCK CENTER

<table>
<thead>
<tr>
<th>Warranty</th>
<th>24 month/unlimited mileage</th>
<th>Corrosion Perforation</th>
<th>60 month/unlimited mileage</th>
<th>Diesel Engine</th>
<th>24 month/unlimited mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roadside Assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Dimensions and Capacities

<table>
<thead>
<tr>
<th>Feature</th>
<th>Value</th>
<th>Feature</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output</td>
<td>200 hp @ 2,300 rpm</td>
<td>Torque</td>
<td>520 lb.-ft. @ 1,600 rpm</td>
</tr>
<tr>
<td>1st gear ratio</td>
<td>3.510</td>
<td>2nd gear ratio</td>
<td>1.900</td>
</tr>
<tr>
<td>3rd gear ratio</td>
<td>1.440</td>
<td>4th gear ratio</td>
<td>1.000</td>
</tr>
<tr>
<td>5th gear ratio</td>
<td>0.740</td>
<td>6th gear ratio</td>
<td>0.640</td>
</tr>
<tr>
<td>Reverse gear ratio</td>
<td>0.000</td>
<td>Curb weight</td>
<td>10,580 lbs.</td>
</tr>
<tr>
<td>Front curb weight</td>
<td>5,909 lbs.</td>
<td>Rear curb weight</td>
<td>4,651 lbs.</td>
</tr>
<tr>
<td>Front axle capacity</td>
<td>10,000 lbs.</td>
<td>Rear axle capacity</td>
<td>21,600 lbs.</td>
</tr>
<tr>
<td>Front spring rating</td>
<td>10,000 lbs.</td>
<td>Rear spring rating</td>
<td>23,600 lbs.</td>
</tr>
<tr>
<td>Front tire/wheel capacity</td>
<td>12,350 lbs.</td>
<td>Rear tire/wheel capacity</td>
<td>23,600 lbs.</td>
</tr>
<tr>
<td>Front legroom</td>
<td>41.2 &quot;</td>
<td>Rear legroom</td>
<td>42.8 &quot;</td>
</tr>
<tr>
<td>Front headroom</td>
<td>41.5 &quot;</td>
<td>Rear headroom</td>
<td>41.0 &quot;</td>
</tr>
<tr>
<td>Front hiproom</td>
<td>67.4 &quot;</td>
<td>Rear hiproom</td>
<td>67.3 &quot;</td>
</tr>
<tr>
<td>Front shoulder room</td>
<td>68.0 &quot;</td>
<td>Rear shoulder room</td>
<td>66.9 &quot;</td>
</tr>
<tr>
<td>Length</td>
<td>262.0 &quot;</td>
<td>Body width</td>
<td>98.7 &quot;</td>
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<tr>
<td>Body height</td>
<td>95.1 &quot;</td>
<td>Wheelbase</td>
<td>184.9 &quot;</td>
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<tr>
<td>Cab-to-axle</td>
<td>84.0 &quot;</td>
<td>Axle to end of frame</td>
<td>48.0 &quot;</td>
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<tr>
<td>Radiator area</td>
<td>717.0 &quot;</td>
<td>Frame rail depth</td>
<td>10.3 &quot;</td>
</tr>
<tr>
<td>Frame rail width</td>
<td>3.1 &quot;</td>
<td>Frame rail thickness</td>
<td>0.38 &quot;</td>
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<tr>
<td>Max RGM (in.-lbs.)</td>
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<td>Frame rail section</td>
<td>8.6 &quot;</td>
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<tr>
<td>Turning radius (to curb)</td>
<td>26.8 &quot;</td>
<td>Turning radius (to bumper)</td>
<td>28.2 &quot;</td>
</tr>
<tr>
<td>Front frame height loaded</td>
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<td>Front frame height unloaded</td>
<td>37.8 &quot;</td>
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<td>Rear frame height loaded</td>
<td>35.8 &quot;</td>
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<td>38.7 &quot;</td>
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# Quotation

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<tr>
<td>Base Vehicle Price</td>
<td>$73,800.00</td>
</tr>
<tr>
<td>Factory Options</td>
<td>$5,083.00</td>
</tr>
<tr>
<td>Destination</td>
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<tr>
<td><strong>Vehicle Total</strong></td>
<td><strong>$80,378.00</strong></td>
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<tr>
<td>Sales Taxes</td>
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<tr>
<td>12' FLAT BED DUMP W/BULKHEAD</td>
<td>$9,661.00</td>
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<tr>
<td>2015 FORD PRICE CONCESSION</td>
<td>$-9,200.00</td>
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<tr>
<td>2015 NEXTRAN PRICE CONCESSION</td>
<td>$-10,853.40</td>
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<tr>
<td><strong>Total Tax</strong></td>
<td><strong>$-10,362.40</strong></td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$70,015.60</strong></td>
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</tbody>
</table>

Note: Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See dealership for the most current information.
### Dimensions & Capacities

**2015 Ford F-750**

**Crew Cab XL (W7F)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dimensions and Capacities</strong></td>
<td></td>
</tr>
<tr>
<td>Output</td>
<td>240 hp @ 2,300 rpm</td>
</tr>
<tr>
<td>Torque</td>
<td>550 lb.-ft. @ 1,600 rpm</td>
</tr>
<tr>
<td>1st gear ratio</td>
<td>3.510</td>
</tr>
<tr>
<td>2nd gear ratio</td>
<td>1.900</td>
</tr>
<tr>
<td>3rd gear ratio</td>
<td>1.440</td>
</tr>
<tr>
<td>4th gear ratio</td>
<td>1.000</td>
</tr>
<tr>
<td>5th gear ratio</td>
<td>0.740</td>
</tr>
<tr>
<td>6th gear ratio</td>
<td>0.640</td>
</tr>
<tr>
<td>Reverse gear ratio</td>
<td>5.090</td>
</tr>
<tr>
<td>Curb weight</td>
<td>11,155 lbs.</td>
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<tr>
<td>Front curb weight</td>
<td>6,362 lbs.</td>
</tr>
<tr>
<td>Rear curb weight</td>
<td>4,773 lbs.</td>
</tr>
<tr>
<td>Front axle capacity</td>
<td>10,000 lbs.</td>
</tr>
<tr>
<td>Rear axle capacity</td>
<td>21,000 lbs.</td>
</tr>
<tr>
<td>Front spring rating</td>
<td>10,000 lbs.</td>
</tr>
<tr>
<td>Rear spring rating</td>
<td>23,500 lbs.</td>
</tr>
<tr>
<td>Front tire/wheel capacity</td>
<td>12,350 lbs.</td>
</tr>
<tr>
<td>Rear tire/wheel capacity</td>
<td>24,020 lbs.</td>
</tr>
<tr>
<td>Front legroom</td>
<td>41.2 &quot;</td>
</tr>
<tr>
<td>Rear legroom</td>
<td>42.8 &quot;</td>
</tr>
<tr>
<td>Front headroom</td>
<td>41.5 &quot;</td>
</tr>
<tr>
<td>Rear headroom</td>
<td>41.0 &quot;</td>
</tr>
<tr>
<td>Front hiproom</td>
<td>67.4 &quot;</td>
</tr>
<tr>
<td>Rear hiproom</td>
<td>67.3 &quot;</td>
</tr>
<tr>
<td>Front shoulder room</td>
<td>68.0 &quot;</td>
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<td>Rear shoulder room</td>
<td>68.9 &quot;</td>
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<tr>
<td>Length</td>
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<tr>
<td>Body width</td>
<td>96.7 &quot;</td>
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<td>95.1 &quot;</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>194.0 &quot;</td>
</tr>
<tr>
<td>Cab to axle</td>
<td>94.0 &quot;</td>
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<tr>
<td>Axle to end of frame</td>
<td>49.0 &quot;</td>
</tr>
<tr>
<td>Radiator area</td>
<td>710.7 &quot;</td>
</tr>
<tr>
<td>Frame rail depth</td>
<td>10.3 &quot;</td>
</tr>
<tr>
<td>Frame rail width</td>
<td>3.1 &quot;</td>
</tr>
</tbody>
</table>

*Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from these estimates. Ford reserves the right to make changes to its products at any time. See dealer for most current information.*

Reference: C7652020139627015

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**Printed on June 26, 2014 at 08:42**

**Price Level:** 515  
**QuoteID:** 718  
**Page:** 8
### Dimensions & Capacities Continued

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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<tbody>
<tr>
<td>Dimensions and Capacities</td>
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</tr>
<tr>
<td>Frame rail thickness</td>
<td>0.38 &quot;</td>
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<tr>
<td>Max RPM (In-lbs)</td>
<td>1,275,200.0</td>
</tr>
<tr>
<td>Frame rail section</td>
<td>9.5 &quot;</td>
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<tr>
<td>Turning radius (to curb)</td>
<td>26.8 '</td>
</tr>
<tr>
<td>Turning radius (to bumper)</td>
<td>28.2 '</td>
</tr>
<tr>
<td>Front frame height loaded</td>
<td>34.9 &quot;</td>
</tr>
<tr>
<td>Front frame height unloaded</td>
<td>37.6 &quot;</td>
</tr>
<tr>
<td>Rear frame height loaded</td>
<td>35.8 &quot;</td>
</tr>
<tr>
<td>Rear frame height unloaded</td>
<td>39.7 &quot;</td>
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### Warranty

<table>
<thead>
<tr>
<th>Description</th>
<th>Months/Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
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</tr>
<tr>
<td>Corrosion Perforation</td>
<td>60 month/unlimited mileage</td>
</tr>
<tr>
<td>Roadside Assistance</td>
<td>24 month/unlimited mileage</td>
</tr>
<tr>
<td>Diesel Engine</td>
<td>24 month/unlimited mileage</td>
</tr>
<tr>
<td>Transmission</td>
<td>36 month/unlimited mileage</td>
</tr>
</tbody>
</table>

### 2015 Ford F-750

Crew Cab XL (W7F)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See dealership for the most current information.

Reference: 010030308 8/27/2015
TRANSPORT EQUIPMENT CO.
3416 Sylvester Road
Albany, GA 31705
Tel (229) 435-0254 or 800-672-0689
Transportequip@mchsi.com

To: Nextran Corp.
2855 Broadway
Macon, GA 31206

Attn: Mike Elliott
Phone #: 478-784-3100
Fax #: 478-781-6633

Make: 
Model: 
PTO: WB

Vin#: CA 84\^ Trans.

We reserve the right to correct any error in price or specification. Prices and specifications subject to change without notice.

<table>
<thead>
<tr>
<th>Body Type</th>
<th>Steel Flat / Dump</th>
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</thead>
<tbody>
<tr>
<td>Length</td>
<td>12' Width 96' Height 48' Bulkhead w/Window</td>
</tr>
<tr>
<td>Flooring:</td>
<td>3/16' Smooth Steel</td>
</tr>
<tr>
<td>Sides:</td>
<td>24' Removable Wood</td>
</tr>
<tr>
<td>Bumper:</td>
<td>HD ICC w/ Trailer Hitch PH20 Pintle Hook &amp; 7-Way Plug</td>
</tr>
<tr>
<td>Lights:</td>
<td>Federal Spec's #108</td>
</tr>
<tr>
<td>Turn Signals:</td>
<td>Come on Chassals</td>
</tr>
<tr>
<td>Paint:</td>
<td>Black</td>
</tr>
<tr>
<td>Mud Flaps:</td>
<td>Anti-Sail</td>
</tr>
<tr>
<td>Holst:</td>
<td>RL-E50</td>
</tr>
<tr>
<td>Tailgate:</td>
<td>10' Wood Fold-Down</td>
</tr>
</tbody>
</table>

Other Items:
- Undercoated
- Hot Shift PTO
- 2 Amber Strobe Lights Mounted on Bulkhead
- 48\' Underbody Toolbox - Driver's Side
- 18\'x24\' Tunnel Box Mounted Behind Bulkhead to Floor
- F.O.B. Macon, GA

Price: $9,691.00
Federal Tax: 
State Tax: 
Invoice Total: $9,691.00

Customer: City of Macon

Steve DeReus
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 2014
WHEEL LOADER WITH A BUCKET ATTACHMENT FOR USE BY THE PUBLIC
WORKS DEPARTMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED
HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about June 20, 2014, Macon-Bibb County released an invitation for
bids regarding a 2014-2015 wheel loader with a multi-purpose 4-in-1 bucket with teeth for use
by the Macon-Bibb County Public Works Department (hereinafter "wheel loader"); and

WHEREAS, the Macon-Bibb County Procurement Department received bids from five
(5) entities regarding the proposed request; and

WHEREAS, upon reviewing the bids submitted, the Macon-Bibb County Procurement
Department issued the award to Flint Equipment Company, who submitted the lowest bid among
the five (5) participating entities; and

WHEREAS, the bid submitted by Flint Equipment Company for the wheel loader was
one hundred twenty-eight thousand six hundred and fifty-one dollars ($128,651.00); and

WHEREAS, Flint Equipment Company, which sells industrial equipment throughout the
southeast United States and operates a local business in Macon, Georgia, has submitted
documentation to verify that they are capable of performing the services requested from the
County; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute
an agreement for the purchase of a 2014-2015 wheel loader with a bucket attachment from Flint
Equipment Company for the above referenced amount.

SO RESOLVED this ___ day of ____________, 2014.

By: ____________________________
   ROBERT A.B. RICHERT, Mayor

Attest: __________________________
   SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

PROPOSED PURCHASE AND SALE AGREEMENT
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF MACON-BIBB

Bid Number: 14-039-DAE

"Wheel Loader with Bucket"

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into by Flint Equipment Company (hereinafter “Flint”), a Georgia Corporation with a place of business at 4600 Pio Nono Avenue, Macon, Georgia 31206, and Macon-Bibb County (hereinafter “County”), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as “the Parties”, and said Agreement is voluntarily entered into this ____ day of ________________, 2014.

WHEREAS, Flint is in the business of selling and maintaining industrial and commercial equipment; and

WHEREAS, County desires to purchase such equipment; and

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

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

2. **Purchase Price.** County agrees to pay, and Flint agrees to accept, the purchase price of one hundred twenty-eight thousand six hundred and fifty-one dollars ($128,651.00) as full compensation and consideration for the equipment and services provided.

3. **Payment.** Upon satisfactorily delivery of the equipment and services provided in Exhibit A, Flint shall provide a purchase invoice to the County. County agrees to pay the amount
stated in Section two (2) of this Agreement and said invoice shall reflect this amount. Payment of said invoice will be paid no later than thirty (30) days of receiving said invoice.

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Flint, and delivery (FOB Destination) of such equipment and services shall be made within sixty (60) days of the effective date of this agreement. The equipment shall be packaged appropriately and the equipment shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206, with Flint providing twenty-four (24) hours’ notice prior to delivery as stated in the attached Invitation for Bid. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of deliver form. Risk of loss during transit of said equipment, and at all times prior to County inspecting and signing an acceptance of deliver form, shall remain with Flint.

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

6. **Failure to Deliver Equipment and/or Services.** Should Flint fail to deliver the referenced equipment or services provided for in Exhibit A, County shall have the right to withhold performance of payment until such equipment and services are rendered as required under Exhibit A. In addition, County may also elect to cancel said purchase upon non-performance by Flint.

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

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

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

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

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

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

13. Amendments. This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
14. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

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

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

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

On Behalf of Macon-Bibb County:

By:                                  Date
  Robert A. B. Reichert, Mayor

Attest:                               Date
  Shelia Thurmond, Clerk of Commission

On Behalf of Flint Equipment Company:

By:                                  Date
  Signature of Authorized Official

Printed Name of Authorized Official   Job Title of Signor

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

Signature of Notary Public  (Notary Seal/Stamp)
EXHIBIT A

INVITATION FOR BID AND
SUPPORTING DOCUMENTS
INVITATION FOR BID

FOR

WHEEL LOADER WITH BUCKET

BID NUMBER: 14-039-DAE

MACON-BIBB COUNTY, GEORGIA

Date Issued: June 20, 2014
I. GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids in the Procurement Department, Government Center Annex, 682 Cherry Street – 8th Floor, Macon, Georgia 31201, until 12:00 noon on Thursday, July 03, 2014 for Wheel Loader with Bucket, for the Macon-Bibb County Government.

NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

2. Bids will be publicly opened and read in the Procurement Department conference Room on Thursday, July 03, 2014 starting at 2:00 p.m.

3. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumpus@maconbibb.us.

B. Bid Documents

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

C. Sealed Bids

SEALLED Bids shall be delivered or mailed to:

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

Mark the outside of the envelope "14-039-DAE Wheel Loader with Bucket"

Date Issued: June 20, 2014
D. Validity

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

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

E. Forms

1. The enclosed Macon-Bibb County bid form shall be used. Use of other bid documents may deem the bid to be non-responsive.

F. Local Preference

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

G. Reservations

1. Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior Macon-Bibb County experience. Hence, Macon-Bibb County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another. Any required information not submitted with bids shall deem bid non-responsive.

2. Unless otherwise specified, manufacturer’s names, trade names, brand names, information and/or catalog numbers listed herein are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product that meets or exceeds the specification. If bids are based on equivalent products, the bidder shall indicate on the bid form the alternate manufacturer’s name and catalog number and shall include complete descriptive literature and/or specifications along with proof that the proposed equivalent either meets or exceeds this specification. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, he shall furnish goods identical to the bid specifications.

Date Issued: June 20, 2014
H. Delivery of said Public Works vehicle will be delivered to: Macon-Bibb County, Vehicle Maintenance, 1122 Seventh Street, Macon, GA 31206, call Mr. Sam Hugley twenty-four (24) hours in advance of delivery: (478) 751-9106.

SPECIFICATIONS

for

Wheel Loader with

Multi Purpose 4-in-1 Bucket with Teeth (2014 - 2015)

(INCLUDED ON SUBSEQUENT PAGES)

Date Issued: June 20, 2014
Machine configuration: 924K Standard Lift with 28.5R25 (L3) XHA2 tires, standard counterweight, standard lubricants, full fuel tank, ROPS cab, 178 lb (80 kg) operator, drivenail guards:

- Engine rated net power shall be at least 142 hp (106 kW) according to ISO 9240 at 1800 RPM.
- Engine maximum net power shall be at least 148 hp (108 kW) according to ISO 14399 at 1800 RPM.
- Machine width over tires shall be 8'4" (2540 mm).
- Machine wheelbase length shall be 9'10" (3000 mm).
- Machine height shall be 10'11" (3394 mm).
- Machine bucket clearance at maximum lift and zero level bucket shall be 11'8" (3590 mm).
- Machine bucket pin height shall be 12'8" (3907 mm).
- Machine overall length with 2.5 CYD (1.9 m³) Fusion general purpose bucket shall be 24'5" (7451 mm).

2.7 CYD (2.1 m³) Pin on bucket. Machine shall meet the following specifications:
- Minimum full turn static tipping load of 18,985 lbs (8522 kg) per ISO 14397-1
- Minimum breakout force of 21,843 lbs (9,856 kg).
- Minimum dump clearance of 6'4" (1935 mm) at full lift and 45 degree discharge.
- Minimum reach of 3'4" (1033 mm) at full lift and 45 degree discharge.
- Maximum total cycle time of 9.5 seconds.
- Minimum dig depth of 4' (120 mm).
- Minimum back angle of 54 degrees.
- Minimum machine operating weight of 27,706 lbs (12,571 kg).

Engine shall be manufactured by the equipment manufacturer.
- Engine shall be US EPA Tier 4 Interim / EU Stage III compliant and Tier 4 Interim compliance certificate shall be available upon request.
- Engine shall be equipped with Diesel Particulate Filter and require no additional fluids beyond Ultra Low Sulfur Diesel fuel for emission compliance.
- Emissions requirements shall meet or exceed worldwide requirements and be Tier 4 compliant.
- Regeneration shall be passive and not require any input from operator or disrupt work.
- Engine shall be 6.6 L six-cylinder, with electronically controlled fuel injection for precise liming.
- Engine bore shall be 4.13" (105 mm) and stroke shall be 6" (152 mm).
- Engine shall be direct injection turbocharged with waste gate turbocharger for reliability, durability and performance.
- Engine shall have a high pressure common rail fuel system with an oil lubricated fuel pump.
- Machine shall be standard with two 1000 CCA (minimum capacity) maintenance free batteries mounted in built-on battery boxes.
- Machine shall have optional cold start package which adds 2 additional 1000 CCA batteries for easy cold weather starting.
- Machine shall have optional engine block heater and automatic other starting aid for easy cold weather starting.
- Automatic Electronic Fuel Priming pump and fuelwater separator shall be standard. Fuel filters shall be replaced as dry and primed automatically to minimize fuel contamination.
- Easily accessible ground level Emergency Engine Shutdown switch shall be standard.
- Machine shall have automatic idle engine shutdown feature as standard.
- Machine shall have a standard 110 amp alternator and optional 150 amp Heavy Duty Brushless and filtered alternator.
- Machine shall have a standard backup alarm.
- Machine shall have a standard master battery disconnect switch.
- Machine shall use an air-to-air aftercooler (ATAAC).
- Engine shall have a 4 valve per cylinder overhead head.
- Machine shall use gear driven water and oil pumps.
- Machine ECM shall automatically derate the engine for protection during overheating.
- Engine and cooling compartments shall be completely separated.

Machine shall have a forward/reverse/neutral switch standard on the implement control joystick.
- Machine shall have four forward and four reverse speed ranges with a maximum of 25 mph (40

Date issued: June 20, 2014
Machine shall have ground accessible ports to sample engine and transmission oil.
Machine shall have transmission oil sight gauge and fill spot on the same side of the machine.
Machine shall have independent control for ground speed and engine RPM.
Machine shall have operator-selectable Him Pull Control feature to minimize tire slip and wear in adverse ground conditions.
Machine shall have operator-selectable Creaser Control feature to control ground down speed from 0.6 mph (1 kph) to 8 mph (13 kph) independent of engine RPM.

Steering articulation angle shall be 40°.
Machine shall have two steering cylinders with a bore of 2.8" (70 mm).
Steering cycle time from full left to right or full right to left at maximum RPM shall be less than 3 sec.
Steering system shall use a dedicated load sensing variable displacement pump with dual double acting cylinders.
Steering torque shall be 37,155 ft-lb (50,375 N-m) at 0 degree turn 27,747 ft-lb (37,620 N-m) at 40 degree turn.
Maximum steering working pressure shall be 3,500 psi (24,130 kPa).
High impact rubber steering stops shall be standard.
Steering console shall be adjustable including tilting and telescoping steering column.
Secondary steering system shall be available.
Machine shall have optional Dual mode steering allowing operator to turn steering wheel only 60 degree left or right of center to reach full articulation reducing operator effort.

Service brake shall feature completely closed and sealed standard inboard oil-immersed disc brakes on front and rear axles that are adjustment free.
Audible and visual alarm shall warn operator if brake pressure drops below normal operating parameters.
Machine shall have continuously charged nitrogen accumulators to provide stopping capability after loss of engine power.
Machine shall feature an electronic park brake switch mounted in operator station on instrument panel.
Parking brake shall be disc and caliper type on drive axle for positive operation which is spring applied and hydraulically released. The transmission shall automatically neutralized when parking brake is applied.
Single floor mounted pedal shall function as ground speed control and a brake so the operator can maintain high engine rpm for full hydraulic flow and fast cycle times.

Maximum working pressure shall be 3,721 psi (25,600 kPa).
Minimum hydraulic output at 1800 engine RPM shall be 40 gpm/min (151 L/min).
Machine shall have optional 3rd and 4th function hydraulics available for use with work tools that require hydraulic power.
Machine shall have an adjustable 3rd function flow feature allowing flow adjustability from 20% to 100% of maximum as standard.
Total hydraulic cycle time shall be no more than 10 seconds.
Double acting lift cylinders shall be 4.3" X 26.7" (110 X 728 mm).
Double acting lift cylinder shall be 6.1" X 21.6" (150 X 550 mm).
Hydraulic implement system shall detect when the lift and tilt kicks out approach the setting automatically reducing cylinder velocity to provide a smooth stop.
Machine shall feature an operator selected in-cab safety valve to disable implement functions.
Machine features a heavy-duty hydraulic oil cooler standard with 6 Pans per hr.
Implement hydraulics shall be load-sensing.
Swivel mounted low effort joystick control shall offer simultaneous lift and tilt functions.
Bucket lift circuit shall have four positions: raise, hold, lower and float.
Tilt circuit shall have three positions: tilt back, hold and dump.
Machine shall use X-3 hoses with 4,000 psi (27,579 kPa) working pressure.
Steering and implement pumps shall be separate.
Machine shall have pressure fuses to allow quick diagnosis of complete hydraulic system.
Machine shall have a hydraulically driven demand fan.
Machine shall have two section implement control valve for lift and tilt functions and up to two additional valve sections optional.
Hydraulic couplings shall have O-ring face seals.
Biodegradable hydraulic oil shall be available as an alternative to mineral-based oils.
A Ride Control system shall be available for smooth operation in rough riding conditions. Ride Control system shall incorporate multiple accumulators for maximum performance at multiple load levels.

Date Issued: June 20, 2014
Front axle shall be rigidly mounted to the front loader frame.
Rear axle shall have a remote transaxle lubrication system to simplify maintenance.
Front axle shall contain a means of locking the front differential with a joystick mounted control, without stopping the machine. Axle shall automatically stay locked until equal torque is sensed on both wheels.
Limited Slip Differential shall be available on rear axle.
Bearings on the axle and housing shall keep oil in and lock contaminants out to prevent contamination of internal components.
Axle shall have fully-enclosed brakes and final drives.
Machine shall have axle and gear oil standard.
Planetary final drives shall be lubricated from the main oil sump.
Final drives shall have high contact ratio gears for quiet, durable operation.

<table>
<thead>
<tr>
<th>Standard tire size shall be 20.5 X 25 with 3 place rim</th>
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Rear hinged door shall lock open 160 degrees with the capability to open and close door from the operator's seat.

Personal storage areas shall include places to store a lunch box, thermos, cup, coat rack and a lockable storage area.

Best mounted joystick control shall operate both lift and tilt functions. Joystick shall integrate forward/reverse direction switch, and adjustable 3rd function hydraulic control (if equipped).

A Speed Control feature shall be available to set engine rpm which can be set and maintained with a switch in the cab.

Standard seat shall include cloth with fully adjustable fore/aft position, seat back angle, bottom cushion height, armrest angle and suspension stiffness.

Automatic temperature control shall be standard with optional automatic blower control in deluxe cabs.

Air suspension seat options shall be available with more deluxe options.

Seat shall include a 3" (75 mm) wide removable seat belt.

Front and rear wipers with washers shall be standard.

Steering shall be at a 12-degrees incline for easy entry and exit. Large aggressive-tread steps shall keep debris buildup to a minimum.

Machine shall be equipped with programmable in-cab kick outs for lift, lower, rack and dump knockouts with on the fly adjustments at any linkage position.

(2) 12v outlets for powering electronics, 6 V USB outlet, a radio installation package with Bluetooth and remote auxiliary input, adjustable sun screen for front and rear window, external mirror package with heat and electronic adjust.

Machine cab shall meet ROPS and FOPS criteria as well as regulations for sound exposure.

Seamless front windshield standard with side slider glass windows.

Rear window shall have an electric defogger with timer.

Glass panels shall extend from cab roof to floor allowing visibility to ground on the front windshield.

Machine shall have gauges including hydraulic, engine and transmission temperatures as well as fuel levels.

Warning/indicator and diagnostic functions shall include: Primary slowing malfunction, electrical system voltage low, coolant temperature, engine oil pressure low, parking brake applied, brake charge pressure low, transmission oil temperature, transmission oil filter bypass, and hydraulic oil filter bypass.

Machine shall have two additional mounting provisions with a power connection in cab for auxiliary equipment as standard.

Rear facing grill mounted lights shall have an "AUTO" mode which will allow them to come on when the machine is in reverse at standard.

Auxiliary front and rear working lighting packages shall be available.

Stop, tail, and turn signal lights shall be LED and mounted in rear counterweights for extra protection.

Machine shall have a standard toolbox when not configured with a cold start package, and an optional tool box available when configured with cold start package.

Machine shall have an optional factory installed rear camera system with rear camera fully protected from rear impact damage, and a secondary color LCD screen in the cab with capabilities of enhanced diagnostics, fine machine control adjustments, and detailed system parameters for machine and engine including fuel consumption.

Operator station shall expose the operator to sound pressure of no greater than 85 dB (A) per ANSI/SAE J1169 Mech 90 procedures to provide maximum operator safety.

Date Issued: June 20, 2014
Electronic "quick coupler" shall be available.

Machine shall have a parallel lift linkage with a maximum variation from parallel of 9 degrees.

Standard machine should be equipped with constant pressure vertical engagement wear compensating coupler.

High lift option shall be available for both pin on and coupler machines providing an additional 1" 7" (493 mm) of lift height over standard boom.

Bucket options shall include: general purpose, sand and gravel, light material, multi-purpose, side dump, high dump, and material handling.

Material handling options shall include: pallet forks, 3 foot wide Construction carriage lumber and log forks, material handling arm, specialty clamps.

Special application options shall include: dozer blades, snow plows, hydraulic booms, asphalt cutter and loader rakes.

Sizes shall range from 2.7-6.5 cubic yards (2.1-5 cubic meters).

Radiator, oil coolers, and ATAAC shall be in a single plane with clean out access doors as standard.

Radiator, oil coolers, and ATAAC shall be 6 fins per inch or less as standard.

Cooling system shall have a 4.5 min or smaller screen to filter the large particles out of the intake air as standard.

All service points shall be accessible from ground level, on the same side of the machine.

Radiator coolant and transmission and hydraulic oil levels shall be eight gauges.

Spin on filters for engine oil and hydraulic oil shall be vertically mounted for easier servicing.

Scheduled oil sampling ports shall be factory installed for improved access to engine, transmission and hydraulic oils.

Machine shall have easy access to engine and cooling compartments through two (2) gull wing doors that swing up and are held in place with lockable gas struts.

Cooling fan shall be hydraulically driven and separate from the engine compartment.

Machine shall have an optional automatic reversing fan with manual override switch.

Machine error codes shall be accessible from optional secondary color LCD screen.

Machine shall have easily accessible jumper studs to aid in jump starting machine or other machines.

Standard service features shall include: Standard hydraulic oil cooler; adjustment free brakes; adjustable exhaust; fuel system; grouped grease fittings; positive torque hose clamps; braided, color coded and numbered wiring.

Machine shall have a maintenance free driveshaft.

Hydraulic oil gauge shall be visible from ground with operator station door open or closed.

Fuel tank shall have a 61.5 gal (195 L) capacity.

Cooling system shall have a 7.9 gal (30 L) capacity.

Crankcase shall have a 6.3 gal (23 L) capacity.

Transmission (rear box) shall have a 2.2 gal (8.3 L) capacity.

Hydraulic system (including tank) shall have a 43.6 gal (165 L) capacity.

Hydraulic tank shall have a 23.6 gal (90 L) capacity.

Differentials and final drives (front and rear) capacities should be 5.5 gal (21 L) each.

Diesel Particulate Filter should not require service for the first 2000 hrs or operation.

Extended Life Coolant/Antifreeze shall allow for up to 12,000 hours between changes.

With oil sampling, machine shall have a recommended oil change period of 800 hours.

Machine shall have a recommended 2,000 hour hydraulic filter change.

Optional Rear Reading fenders shall be available.

Machine shall have an optional satellite link to monitor critical system parameters from a remote machine.

Machine shall have an optional security system inhibiting unauthorized machine use.

Date issued: June 20, 2014
AIR CONDITIONER, HEATER, DEFROSTER
STOBE LIGHT WITH GUARD
BOOM KICKOUT
RADIO PACKAGES: AM/FM RADIO
TOOLBOX ADDITIONAL
WORK TOOLS
STANDARD COUNTERWEIGHT PLUS ADDITIONAL COUNTERWEIGHT
BUCKET FOLKS

**INCLUDE A BUYBACK OFFER**

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

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR CD WITH SAME INFORMATION**

Date Issued: June 20, 2014
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

UNIT PRICE: $128,651.00

Guaranteed Buyback - $52,000.00, 60 Months, 6,000 Total Hours

BIDDER INFORMATION

Company Name: Flint Equipment Company
Company Address: 4600 Pine Ave. Mt. Airy, Phx, PA 19120
Authorized By (typed or printed name): Tracy Gay
Title: Sales Representative
Authorized Signature: 
Date: 9/2/2014
Telephone Number: 478-538-6692
Fax Number: 478-781-8591
Email Address: tgaye@flintequipco.com

REMITTANCE INFORMATION (where payments should be sent)

Remit To Name: Flint Equipment Co
Remit To Address: 4600 Pine Ave
City: Mt. Airy
State: PA
Zip: 19120
County: Phil
Phone: 478-538-6692
Fax: 478-781-8591
Toll Free:
Contact: Tracy Gay
Email: tgaye@flintequipco.com
Tax ID: ☑ SSN 58-114704
☐ Federal Tax ID
Business Type: ☑ Individual ☑ Business ☑ Misc.

MBE/WBE/DBE STATUS (check appropriate box)

☑ African American ☑ Hispanic ☑ Native American ☑ Asian American
☑ Disabled ☑ Woman-Owned ☑ Not-Applicable

Date Issued: June 20, 2014

Signature: [Signature]
Witness: [Signature]
July 1, 2014

Macon-Bibb County
Gov't Center Annex
Macon, GA 31201

Dear Macon-Bibb County:

We are pleased to quote the following for your consideration:
(1) John Deere 524K Loader, new 2014 model, Unit #: N.I.S., S/N Factory Order.

The following factory and dealer options are included:

* JDLink Ultimate Cellular for the Americas, excluding Costa Rica, 1700
* JD PowerTech PVX 6.8L, meets EPA Tier 4 and EU Stage IIIA Emissions (141 Net Peak hp), 0914
* Standard Fan Drive, 1510
* Air Intake System without Pre-cleaner Engine, 1410
* Engine Exhause with Flat Black Curved Stack, 1310
* 130 amp Alternator, 1215
* 524K Standard Gathering Group, 0810
* 524K Loader, 1010
* Z-BAR with Standard Greased Pin Joints, 2010
* 3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever, 2432
* Steering Wheel Only, 2120
* Greased Steering Cylinder Joints, 1910
* ROPS Quiet Cab with Air Conditioning, 8422
* Cab with Air A/C, 8450
* Standard Fabric, Back Rest Extension, Air Suspension Seat, 2220
* Less Ride Control, 2520
* Standard Fuel Filter Water Separator, 1610
* 4-Speed Transmission, 1110
* Front Hydraulically Locking Differential and Rear Conventional Differential Axles, 3046
* Automatic Differential Lock, 3110
* Michelin XHA2, 4421
* Front Fenders, 5530
* Halogen Work and Drive Lights, 7120
* Heated Outside Mirrors, 6320
* Rear Cast Bumper/Counteweight with Rear Hitch and Locking Pin, 8220
* English Labels and Decals, 2605
* Bucket Pins Less Bucket, 8950
* Engine Block Heater, 9015
* Wheel Spin Control, 9050
* 24 Volt to 12 Volt - 8 Amp Converter, 9225
* AM/FM/WB Radio, 9105
* Single Beacon Bracket, 9125
* Rear Camera and Radar Object Detection System, 9130
* Bottom Guards, 9430
* 226 lb. Rear Cast Bumper/Counteweight with Integral Hitch and Locking Pin, AT324507
* Amber Strobe Light, AT301703
* 2.5 yd³ MP 4-N-1 Bucket
* Flip Over Bucket Forks
* Para manual
Warranty: Standard Factory Warranty

Cash Sale Price: $128,651.00

We believe the equipment as quoted will exceed your expectations. On behalf of Flint Equipment Co., thank you for the opportunity to quote John Deere machinery.

Sincerely,

[Signature]

Tracy Gay
Sales Representative

'This proposal is good for 60 days'
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

_ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation. Pending litigations (if any) will not affect the firm’s ability to perform on this contract, if awarded.

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

31st DAY OF July, 2014


[NOTARY SEAL]

Notary Public

___/___/___

Date Issued: June 20, 2014
GEORGIA SECURITY AND IMMIGRATION 
COMPLIANCE ACT (E-Verify) 
AFFIDAVIT

Contract/Bid No, and Name: 14-039-DAE

Name of Contracting Entity: FLINT EQUIPMENT CO

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

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

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

DATE OF AUTHORIZATION: 6/30/2010

DATE: 7/3/2014

Subscribed and sworn before me on this the 2nd day of July, 2014.

My Commission Expires: 11/15

[NOTARY SEAL]

Date Issued: June 20, 2014
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE HOUSTON COUNTY BOARD OF HEALTH WIC PROGRAM FOR THE LEASE OF OFFICE SPACE LOCATED AT 456 OGLETORPE STREET, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about July 1, 2013, Bibb County, Georgia entered into a Lease Agreement with the Houston County Board of Health WIC Program (hereinafter "Houston County") for the use of office space located at 456 Ogletorpe Street; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement of extension with the Houston County Board of Health WIC Program for the continued use of office space located at 456 Ogletorpe Street for an additional period of one (1) year.

SO RESOLVED this ___ day of ______________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ______________________________

SHELVIA THURMOND, Clerk of Commission
EXHIBIT A

PROPOSED AGREEMENT OF EXTENSION
AGREEMENT OF EXTENSION

STATE OF GEORGIA
MACON-BIBB COUNTY

"Lease of Office Space at 456 Oglethorpe Street"

This AGREEMENT OF EXTENSION (hereafter "Extension") is entered into this ___ day of ______________, 2014, and is made effective as of the 1st day of July, 2014 by and between Macon-Bibb County, a political subdivision of the State of Georgia and as successor in interest to Bibb County, Georgia, and Houston County Board of Health WIC Program, an agency created under the laws of the State of Georgia.

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, Georgia and the Houston County Board of Health WIC Program entered into a Lease Agreement¹ for the use of space located at 456 Oglethorpe Street, Macon, Georgia 31201; and

WHEREAS, the aforementioned Lease Agreement was for a period of one (1) year and the Lease Agreement terminated on June 30, 2014; and

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

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, Macon-Bibb County (hereinafter "County") and the Houston County Board of Health WIC Program (hereinafter "Houston County") hereby agree as follows:

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

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

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

3.

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

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

On Behalf of Macon-Bibb County:

By:  
Robert A. B. Reichert, Mayor

Date

Attest:  
Shelia Thurmond, Clerk of Commission

Date

On Behalf of Houston County Board of Health WIC Program:

By:  
Signature of Authorized Official

Date

Attest:  
Signature of Unofficial Witness

Date

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

Signature of Notary Public  
(Notary Seal/Stamp)
GEORGIA, BIBB COUNTY.

THIS AGREEMENT made and entered into as of the 1st day of July, 2013, by and between BIBB COUNTY, GEORGIA, a political subdivision of said State, whose address is Room 409, Courthouse, Macon, Georgia 31201 (Landlord) and the HOUSTON COUNTY BOARD OF HEALTH WIC PROGRAM, an agency created under the laws of the State of Georgia (Tenant);

WITNESSETH THAT:

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

Section 1. Premises. In consideration of the rent agreed to be paid by Tenant to Landlord and in consideration of the mutual covenants of the parties hereto, Landlord does hereby lease and let unto Tenant and Tenant does hereby hire and take from Landlord space in the Bibb County Department of Family and Children Services Building located at 456 Oglethorpe Street, Macon, Georgia 31201, and more particularly described as follows: All and singular that space consisting of 1,420 square feet and shown upon a partial sketch of the first floor thereof hereto attached as Exhibit "A" (which by attachment and reference thereto is made a part hereof), together with the use in common with other tenants of the building and the right to use in common any parking areas available to tenants of the building generally.

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

Section 3. Rental. Tenant agrees to pay to Landlord at the Bibb County Courthouse or at such address as may be designated in writing from time to time the
sum of Twenty One Thousand Two Hundred Fifteen and NO/100 Dollars ($21,215.00) annually, payable in monthly installments of $1,767.82, to be paid in advance.

Section 4. **Termination.** This lease may be terminated by landlord for cause as determined in Landlord’s sole discretion upon thirty (30) days written notice to Tenant.

Section 5. **Maintenance and Utilities.** Landlord will provide all necessary maintenance, janitorial services and utilities needed for keeping the premises in good repair. At the expiration of the term hereof, Tenant shall surrender the premises to Landlord.

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

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

Section 8. **Access to Premises.**

A. Landlord shall have the right to enter upon the leased premises at reasonable hours for the purpose of inspecting the same, or of making repairs to the premises, or any property owned or controlled by Landlord. Such repairs shall not unduly interfere with Tenant’s business.
B. For a period commencing ninety (90) days prior to the termination of this lease, Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants.


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

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

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

Section 11. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Section 12. Force Majeure. Anything in this agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this agreement on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, war-like operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God, or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party, and provided, further, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate.
Section 13. Parking Area. It is understood that the use by Tenant of the parking area hereinabove granted is included in the rental and there shall be no additional charge for use of the parking area.

Section 14. Nature of Document; Termination of Prior Lease. Both parties recognize that the demised premises are in fact owned by the Macon-Bibb County Urban Development Authority and that Bibb County is only a Lessee, so that this instrument is in fact a sublease. Should, for any reason the lease to Landlord be terminated, other than by purchase by the Landlord, this sublease shall likewise be at an end.

Section 15. Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to either Landlord or Tenant as follows:

As to Landlord: Bibb County Board of Commissioners
Samuel F. Hart, Sr., Chairman
Room 409, Bibb County Courthouse
P. O. Box 4708
Macon, Georgia 31208

As to Tenant: Houston County Board of Health
WIC Program
ATTN: Ms. Nancy Jeffery
5191 Columbus Road
Suite B
Macon, GA 31206

Section 16. Indemnification. Tenant hereby agrees to indemnify and save harmless Landlord, its officers, employees and agents from and against any and all liability, claims and demands on account of injuries or damages to persons or property arising out of Tenant's lease of the property described herein.
IN WITNESS WHEREOF, the parties have caused their duly authorized officers
to hereunto set their hands and affix their respective seals as of the day and year first
above written.

BIBB COUNTY, GEORGIA

By: ____________________________
    Chairman, Board of Commissioners

Attest: ____________________________
        Clerk
        (AFFIX COUNTY SEAL)

LANDLORD

HOUSTON COUNTY BOARD OF HEALTH
WIC PROGRAM

By: ____________________________
    Archie Thompson, Chairman
    Houston County Board of Health

Attest: ____________________________

TENANT

Signed, sealed and delivered
in the presence of:

______________________________
Notary Public, Bibb County,
Georgia

[Signature]

Signed, sealed and delivered
in the presence of:

______________________________
Notary Public, Houston County,
Georgia

My Commission Expires February 3, 2017
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH RIVER EDGE BEHAVIORAL HEALTH CENTER FOR THE LEASE OF OFFICE SPACE LOCATED AT 175 EMERY HIGHWAY, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about July 1, 2013, Bibb County, Georgia entered into a Lease Agreement with River Edge Behavioral Health Center (hereinafter "River Edge") for the use of office space located at 175 Emery Highway; and

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

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

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

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

SO RESOLVED this ___ day of ______________, 2014.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

PROPOSED AGREEMENT OF EXTENSION
FOR RIVER EDGE BEHAVIORAL CENTER
AGREEMENT OF EXTENSION

STATE OF GEORGIA
MACON-BIBB COUNTY

"Lease of Office Space at 175 Emery Highway"

This AGREEMENT OF EXTENSION (hereafter "Extension") is entered into this _____ day of _____________, 2014, and is made effective as of the 1st day of July, 2014 by and between Macon-Bibb County, a political subdivision of the State of Georgia and as successor in interest to Bibb County, Georgia, and River Edge Behavioral Health Center, an agency created under the laws of the State of Georgia.

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, Georgia and the River Edge Behavioral Health Center entered into a Lease Agreement1 for the use of space located at 175 Emery Highway, Macon, Georgia 31217; and

WHEREAS, the aforementioned Lease Agreement terminated on June 30, 2014; and

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

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, Macon-Bibb County (hereinafter "County") and the River Edge Behavioral Health Center (hereinafter "River Edge") hereby agree as follows:

1.

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

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

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

3.

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

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

On Behalf of Macon-Bibb County:

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

Attest: ____________________________  ____________________________
        Shelia Thurmond, Clerk of Commission  Date

On Behalf of River Edge Behavioral Health Center:

By: ____________________________  ____________________________
     Signature of Authorized Official  Date

Attest: ____________________________  ____________________________
       Signature of Unofficial Witness  Date

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

Signature of Notary Public  ____________________________  (Notary Seal/Stamp)
EXHIBIT A

PREVIOUS LEASE AGREEMENT
GEORGIA, BIBB COUNTY.

THIS AGREEMENT made and entered into as of the 1st day of July, 2013, by and between Bibb County, Georgia a political subdivision of said State ("Landlord"), and the River Edge Behavioral Health Center an agency created under the laws of the State of Georgia ("Tenant");

WITNESSETH THAT:

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

Section 1. Premises. In consideration of the rent agreed to be paid by Tenant to Landlord and in consideration of the mutual covenants of the parties hereto, Landlord does hereby lease and let unto Tenant and Tenant does hereby hire and take from Landlord space in the Macon-Bibb County Health Plaza more particularly described as follows: All and singular that space consisting of 57,991 square feet located in the aforesaid Health Plaza building and shown upon the sketch hereto attached as Exhibit "A" (which by attachment and reference thereto is made a part hereof) as the areas marked in red, together with the use common with other tenants of the common space therein and the right to use the parking area in front of the aforesaid building for its staff and clients.

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

Section 3. Rental. Tenant agrees to pay to Landlord at the Bibb County Courthouse or at such address as may be designated in writing from time to time the sum of Four Hundred Thirty Four Thousand Nine Hundred Thirty-Two and 50/100
($434,932.50) Dollars, payable in monthly installments of $36,244.38 on the first day of each calendar month.

Section 4. Termination. This lease may be terminated by Landlord for cause as determined in Landlord's sole discretion upon thirty (30) days written notice to Tenant.

Section 5. Maintenance. Landlord shall keep the foundation and foundation floor (but not the floor covering), the outer walls and roof of the building on the demised premises, and pipes and conduits thereto, in good repair, provided the Landlord shall not be required to make any repairs occasioned by the negligence of Tenant, its agents or employees. Landlord shall not be required to make any other improvements or repairs of any kind to said premises. Said premises shall at all times be kept in good order, condition and repair by Tenant. Tenant shall keep the premises in a clean, sanitary, and safe condition in accordance with the laws of the state wherein the demised premises are situated, and in accordance with all directions, rules and regulations of the several regulatory agencies having jurisdiction of the premises, at the sole cost and expense of Tenant; provided that Tenant shall have the right to contest in good faith the validity or applicability of any such regulation, law, ordinance, rule or order; and provided, further, that if governmental requirements involve structural repairs, they shall be the responsibility of the Landlord unless made necessary by acts of Tenant. At the expiration of the tenancy created hereunder, Tenant shall surrender the premises in good condition, reasonable wear and tear, and loss by fire or other casualty excepted.
Section 6. Alterations. Tenant shall not make any alterations or additions without the written consent of Landlord, which consent, however, will not unreasonably be withheld. All alterations, additions and improvements, and such fixtures (other than trade fixtures), which as a matter of law have become a part of the realty, shall be and remain the property of Landlord.

Unless Landlord shall elect otherwise (which election shall be made by Landlord by giving notice thereof not less than ten (10) days prior to the expiration or other termination of this lease or any renewal or extension thereof), such fixtures other than trade fixtures shall remain upon and be surrendered with premises as a part thereof. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the premises shall be and become the property of Landlord absolutely. Tenant agrees to remove all signs and identifying insignia at the termination of the lease.

Section 7. Abuse of Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees or agents or clients shall have caused it.

Section 8. Assignment; Subletting. Tenant may not assign this lease or sublet the premises without the consent of Landlord; provided, however that no such assignment or subletting shall release Tenant from any of its obligations hereunder.
Section 9. Access to Premises.

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

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

Section 10. Utilities and Operating Expenses. Tenant will pay utility, janitorial, and other like operating expenses directly. Any other operating expenses such as building insurance, mechanical maintenance and similar contracts which may be included in Landlord's overall contracts with others will be reimbursed to the Landlord directly by Tenant upon receipt of a bill therefor and such sums shall be in addition to the rent herein above specified.

Section 11. Destruction - Fire.

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

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

Section 12. Default. If Tenant shall default in the payment of any rental, or other charges, or in the observance of any of the covenants on its part to be performed hereunder, or vacate, or if by operation of law any interest of Tenant shall pass to another and not revert to Tenant within thirty (30) days, then Landlord shall give written notice to Tenant in the manner hereinafter provided for giving notices, and if Tenant thereafter fails to remove any such default involving the payment of money within thirty (30) days after the date on which such notice was received, or if the default involves some act or omission which cannot be cured within thirty (30) days and the cure thereof is not undertaken within such period and thereafter expeditiously completed, then Landlord shall have the election to terminate this lease and remove all persons and property therefrom by summary proceedings or pursue such other remedies as may be allowed by law or equity, all such rights and remedies being deemed separate of any such other remedy in law or in equity.

Section 13. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Section 14. Surrender at End of Term. Upon the expiration of the term hereof or sooner termination of this lease, Tenant agrees to surrender and yield possession of
the demised premises to Landlord, peaceably and without notice, and in good order and condition but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms of this lease.

Section 15. Force Majeure. Anything in this agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this agreement on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, war-like operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God or other cause beyond the control of the party seeking to excuse such performance, provided such cause is not due to the act or neglect of such party, and provided, further, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate.

Section 16. Parking Area. It is understood that the use by Tenant of the parking area hereinabove granted is included in the rental and there shall be no additional charge for use of the parking area.

Section 17. Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to either Landlord or Tenant as follows:
Section 18. Indemnification. Tenant hereby agrees to indemnify and save harmless Landlord, its officers, employees and agents from and against any and all liability, claims and demands on account of injuries or damages to persons or property arising out of Tenant's lease of the property described herein.

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

BIBB COUNTY, GEORGIA

By: [Signature]
Chairman, Board of Commissioners

Attest: [Signature]
Clerk

(SIGNATURES CONTINUED ON FOLLOWING PAGE)
RIVER EDGE BEHAVIORAL HEALTH CENTER

By: Shannon V. Harvey

Attest: [Signature]

TENANT

Signed, sealed and delivered in the presence of:

[Signature]
Notary Public, Bibb County, Georgia
SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MARKETING, SALE AND/OR PARTICIPATION IN A PUBLIC-PRIVATE PARTNERSHIP INVOLVING THE GOVERNMENT CENTER ANNEX FOR PURPOSES OF CREATING A MIXED USE DEVELOPMENT PROJECT.

WHEREAS, recent downtown business development has generated significant interest in existing downtown buildings for new mixed used development projects; and

WHEREAS, planned and orderly business growth in downtown Macon benefits the community’s tax base because of the increased property values forged from new development and from the increased demand for downtown property; and

WHEREAS, the recent purchase and construction of new government buildings along with the consolidation of departments and services related to the creation of the consolidated Macon-Bibb County government has resulted in the upcoming creation of excess governmental building space; and

WHEREAS, the development of the Government Center Annex into a mixed use development project featuring retail/commercial use of lower floors and residential use of upper floors will allow for the elimination of excess governmental building space and yield a positive economic return for the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the marketing, sale, and/or participation in a public-private partnership involving the Government Center Annex for purposes of creating a mixed used development project is hereby authorized.

BE IT FURTHER RESOLVED that the Mayor shall be authorized to sign and approve contracts and perform all other acts as necessary to accomplish the purposes of this Resolution, provided that the sale of the Government Center Annex shall be subject to final approval by the Macon-Bibb County Commission.

SO RESOLVED this ___ day of ______________, 2014.

________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

________________________
SHEILA THURMOND, CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT DERRICK M. CATLETT, JEAN M. BRAGG, AND VALERIE R. BRADLEY, AND TO REAPPOINT MARTHA E. CARTER, HELEN M. WEATHERS, CHARLES A. JAY, DIANE A. NEWTON, MELINDA D. ROBINSON-MOFFETT, THERESA L. ROBINSON, MARK A. STEVENS, CHARLOTTE WOODY, AND CAROLYN M. CRAYTON TO THE KEEP MACON-BIBB BEAUTIFUL COMMISSION FOR A TERM OF THREE YEARS; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that pursuant to Section 2-739 of the Macon-Bibb County Code of Ordinances, the appointments of Derrick M. Catlett, Jean M. Bragg, Valerie R. Bradley, and the reappointments of Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission for a term of three (3) years beginning August 21, 2014, are hereby approved.

SO RESOLVED this ___ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: SHELIA THURMOND, CLERK OF COMMISSION

[SBAL]
July 7, 2014

Mayor Robert Reichert
County Commissioner
700 Poplar Street
P.O. Box 247
Macon, Georgia 31202

LETTER OF RECOMMENDATION FOR KEEP MACON- BIBB BEAUTIFUL COMMISSION COMMISSIONERS

After several meetings and serious consideration our nominating committee has carefully chosen the following candidates who we are confident will be an asset and take an active role in our community activities as reflected in the Keep Macon Bibb Beautiful Commission mission. The candidates bring a diverse background in many areas. I am respectfully submitting the following individuals for your approval to serve on the Keep Macon Bibb Beautiful Commission. I am requesting the recommendations be on the July 22, 2014 agenda. If our recommendations are approved this would allow them to begin their service starting August 21, 2014.

- Derrick- Arborist Middle Georgia State College
- Jean Bragg- Business Owner Downtown Macon
- Valarie Bradley- Convention Business Bureau

The following Commissioners are being submitted for your approval to continue serving on the Keep Macon- Bibb Beautiful Commission.

- Martha Carter
- Charles Jay
- Dee Newton
- Melinda Robinson
- Theresa Robinson
- Mark Stevens
- Charlotte Woody
- Helen Weathers
- Carolyn Crayton-Emeritus

This distinguished assembly of community advisors offers expert knowledge to work collaboratively to spearhead the community in continuing to move forward the Keep Macon -Bibb Beautiful Commission Mission. "To improve the quality of life in the Macon community through litter prevention, recycling and beautification." The commitment, dedication, and willingness of these individuals to serve will result in a positive impact on our community. If I need to provide any additional information, please do not hesitate to contact me.

Respectfully,

Pamela M. Carswell
President & CEO
Keep Macon Bibb Beautiful Commission
(478) 330-7053 Office
(478) 806-7350 Cell
pccarswell@kbmbbc.org
Derrick M. Catlett  
Macon, GA 31216  
derrick.catlett@gmail.edu

EDUCATION/ CERTIFICATIONS:
- International Society of Arboriculture  
- Georgia Certified Landscape Professional  
- Soil and Water Conservation Commission Level IA  
- Pesticide Applicators License Category 24  

Jacksonville State University  
- Mathematics & Computer Science  
- Mathematics  
Macon State College  
- Mathematics  
Perry High School  
- Endorsed Curriculum College Preparatory Seal  
- Endorsed Curriculum Vocational Education of Agriculture  

EXPERIENCE:
August 2005 – current  
Middle Georgia State College Waddell Barnes Botanical Gardens  
Arborist  
  - Specification and contract writing. Direct both contractors and the grounds workforce.  
  - Build and maintain a GIS plant inventory. Using ArcGIS since 2006  
    - Geodatabases built in ArcInfo using related tables, coded values and domains for efficiency and accuracy.  
    - Data collection using Trimble Geo XH with templates I build using dropdown boxes and domains.  
    - Build public maps available on desktops, Apple, and Android platforms using ArcGIS Online Explorer.  
April 2005- August 2005  
Self Employed  
Jacksonville, AL – Macon, GA  
Landscape Maintenance  
  - Irrigation maintenance, pruning, mulching, and annual color on a small scale.  
June 2004- April 2005  
Jacksonville State University  
Jacksonville, AL  
Student Worker  
  - Hand pruning, scouting pests, applying mulch, landscape installation, applying fertilizer.  
May 1998-August 2002  
Jones Landscaping  
Perry, GA  
Landscape Maintenance Specialist  
  - Duties included but not limited to hand pruning, fertilization, chemical applications, mowing, and irrigation system maintenance.

AWARDS:
2001- 1st Team National Nursery Landscape  
2001- 3rd Individual National Nursery Landscape  
2001- 1st Individual State Nursery/Landscaping  
1999- 1st Senior Nursery/Landscaping Section  
1998- 1st Team State Weed/Seed/Shrub/Tree ID  
1998- 1st Team State Land Judging Forestry Field Day  
FFA Nationals  
FFA Nationals  
Athens, GA  
GA National Fair  
Macon State Fair  
Abraham Baldwin Agricultural College
JEAN MOORE BRAGG
MACON, GA 31201

Education
. Master of Education – Georgia College 1970
. Bachelor of Science – Georgia College 1969

Employment
. Self Employed – April 2014 – Present – travis jean, 530 Cherry
  Street, Macon, GA 31201
. Self Employed – April 2005 – Present – Jean Bragg Gallery,
  600 Julia Street, New Orleans, LA 70130
  3901 Magazine Street, New Orleans, LA 70125
. Self Employed – March 1985 – March 2000 – Jean Bragg Antiques,
  Antiques Show Participant.
  Commercial Investment Consultant
. IBM Corporation, New Orleans, LA – July 1944 – March 1985
  Sales Representative
  Instructor, Secretarial Science Department

Associations
. Macon Arts Alliance Board – 2014
. Member of Historic Macon, Middle Georgia Art Association, Macon
  Arts Alliance, Hay House, Macon Museum of Arts & Sciences,
. Downtown Development District, New Orleans, LA 2010-2013
. New Orleans Arts District Association 2005 – present; president 2006
  2011.
PROFESSIONAL EXPERIENCE

MACON-BIBB COUNTY CONVENTION & VISITORS BUREAU, Macon, GA  
2014 - Present

Director of Communications
- Manage the Marketing & Communications team; oversee the efforts of the marketing and communications agencies on retainer.
- Develop research-based and strategic marketing and communications plans to advance the prominence of the tourism and meetings industry in Macon.
- Write or edit press releases, scripts, brochure and advertising copy, SEO-optimized web copy, newsletter copy, and other editorial content.
- Manage all CVB tourism advocacy programs and initiatives.
- Cultivate and manage relationships with traditional and non-traditional media to position Macon as a regional and national leisure travel, meetings, and special events destination.
- Manage the CVB's social media efforts, creating campaigns and crafting messages for Facebook, Twitter, LinkedIn and YouTube and obtaining content for other social media sites.
- Serve as the spokesperson for the MBCCVB.

MACON-BIBB COUNTY CONVENTION & VISITORS BUREAU, Macon, GA  
2011 - 2014

Communications Manager
- Created, implemented and evaluated research-driven communications strategy, public relations and community relations campaigns.
- Developed strategic corporate communication plans to advance the prominence of the tourism and meetings industry in Macon, including writing media plans, brochures, press releases, op-eds, newsletters, speeches and talking points.
- Cultivated and managed relationships with traditional and non-traditional media to position Macon as a regional and national leisure travel, meetings, and special events destination.
- Developed media strategies; including proactive pitching, media missions, press trips, media visits, interviews
- Serve as the spokesperson for the MBCCVB.

COCA-COLA ENTERPRISES, Macon, GA  
2010 - 2011

Market Development Manager
- Executed Looks of Success in outlets. Sell and implement campaigns and promotional programming.
- Developed customer relationships and review business results with customers.
- Ensured customers meet minimum performance requirements and develop a plan of action for those generating zero or low volume.
- Qualified accounts to determine opportunity and investment levels. Supported contract renewal negotiations as requested and generate analysis.

ALTRIA, Richmond, Virginia  
2005 - 2010

Communications Coordinator, Corporate Communications – Media Affairs (2007 to 2010)
- Created media communication messaging and developed key messages which outlined corporate positions. Evaluated media calls and provided responses.
- Researched and compiled news and public discourse relevant to business objectives for leadership team and key stakeholders.
- Assisted business partners in corporate brand management of Altria, providing supporting tools and resources.
- Led rebranding efforts including logo design and web user interface design for corporate web page layout. Provided users with corporate brand guidelines for ease of access.
- Managed brand awareness projects including marketing collateral design that increased corporate brand knowledge across internal and external stakeholders.

Territory Sales Manager, Philip Morris USA (2005 to 2007)
- Led sales operations across 147 retail stores with $10 million in annual sales. Delivered challenging sales, marketing and operational objectives to maximize success.
- Directed relationship development efforts ensuring retail sites maintained optimum operations.
- Provided strategic direction regarding marketing campaigns to retail managers. Introduced sales techniques expanding revenue and market share.
- Trained team members for merchandising and promotion set-up supporting new and existing B2B clients through product and brand education.
EDUCATION

UNIVERSITY OF ALABAMA, Tuscaloosa, Alabama
Master of Arts, Communication Studies, 2004

UNIVERSITY OF ALABAMA, Tuscaloosa, Alabama
Bachelor of Arts, Communication & Information Sciences, 2003
MARTHA E. CARTER
Macon, Georgia 31210

Born: Columbus, Georgia 1933
Education: Graduated Baker High School
Attended Columbus Business School
Employment: Stenographer & Bookkeeper for The Kiddie Shop
& Community Loan Company in Columbus, Ga.
Married To: Major/Mayor David L. Carter – August 16, 1952
Family: Four Sons, Three Grandchildren & One Great Granddaughter
Moved to Macon, Georgia in 1962

LEADERSHIP POSITIONS HELD:
Awards Chairman Macon-Bibb Keep Macon Beautiful Commission (9 years)
Served as Chairman of the Cherry Blossom Festival Queen & Princess Pageant (5 years)
Past Chairman & Advisor of the Middle Georgia March of Dimes
Past President & Chairman Board of Directors for the American Cancer Society
Served on ACS Board of Directors & Leadership Council (40 years)
Past Memorials Chairman for ACS
Served as Chairman for Team Development for the Relay for Life
Past Chairman ARC
Editor of Homemaker Happenings News – Bibb County Homemakers Council (26 years)
Served as Judge for JC Penny Golden Rule Awards Committee in recognition of outstanding
Volunteer Service.
Served as a Volunteer mentor in the “Reach to Recovery Program” for ACS patients that
recently had breast cancer surgery.

AWARDS
Georgia Homemaker of the Year - 1979
Service to Mankind Award - 1980
Jefferson Award for Service to Mankind - 1980
President & Chairman of Board ARC - 1980-84
ACS Bunny Chichester Award - 1988
ACS Rose Ball Honoree – 1993
JC Penny Golden Rule Award for outstanding Volunteer Service – 1993
State of Georgia Top Volunteer for the American Cancer Society (Stephen Vaughn Award) -1993
Woman of the Year for Macon-Bibb Keep Macon Beautiful Commission – 1998
Named and Inducted as a Gracious Lady of Georgia – 1995
Named Outstanding Volunteer for Middle Georgia March of Dimes – 2001
Received the very prestigious Carolyn Crayton Award presented by the Macon-Bibb Keep Macon
Beautiful Commission – 2013

I currently am an appointed member of the Macon-Bibb Keep Macon Beautiful Commission and serve on the
Awards and Beautification Committees.
MARTHA E. CARTER
Macon, Georgia 31210

Born: Columbus, Georgia 1933
Education: Graduated Baker High School
Attended Columbus Business School
Employment: Stenographer & Bookkeeper for The Kiddie Shop
& Community Loan Company in Columbus, Ga.
Married To: Major/Mayor David L. Carter – August 16, 1952
Family: Four Sons, Three Grandchildren & One Great Granddaughter
Moved to Macon, Georgia in 1962

LEADERSHIP POSITIONS HELD:
Awards Chairman Macon-Bibb Keep Macon Beautiful Commission (9 years)
Served as Chairman of the Cherry Blossom Festival Queen & Princess Pageant (5 years)
Past Chairman & Advisor of the Middle Georgia March of Dimes
Past President & Chairman Board of Directors for the American Cancer Society
Served on ACS Board of Directors & Leadership Council (40 years)
Past Memorials Chairman for ACS
Served as Chairman for Team Development for the Relay for Life
Past Chairman ARC
Editor of Homemaker Happenings News – Bibb County Homemakers Council (26 years)
Served as Judge for JC Penny Golden Rule Awards Committee in recognition of outstanding
Volunteer Service.
Served as a Volunteer mentor in the “Reach to Recovery Program” for ACS patients that
recently had breast cancer surgery.

AWARDS
Georgia Homemaker of the Year- 1979
Service to Mankind Award- 1980
Jefferson Award for Service to Mankind- 1980
President & Chairman of Board ARC - 1980-84
ACS Bunny Chichester Award -1988
ACS Rose Ball Honoree – 1993
JC Penny Golden Rule Award for outstanding Volunteer Service – 1993
State of Georgia Top Volunteer for the American Cancer Society (Stephen Vaughn Award) -1993
Woman of the Year for Macon-Bibb Keep Macon Beautiful Commission – 1998
Named and Inducted as a Gracious Lady of Georgia -- 1995
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Received the very prestigious Carolyn Crayton Award presented by the Macon-Bibb Keep Macon
Beautiful Commission – 2013

I currently am an appointed member of the Macon-Bibb Keep Macon Beautiful Commission and serve on the
Awards and Beautification Committees.
JAY & ASSOCIATES

JAY & ASSOCIATES, LLC was started by its owner, Charles A. Jay, in 1984 and has experienced much success in providing a wide variety of services to its clients. Jay has a license in real estate brokerage, real estate sales, and insurance. He was president and CEO of a financial institution for 18 years. He and his company have enjoyed working closely with their clients in investments, commercial real estate, insurance, income producing properties, partnerships, syndication's, providing venture capital, and business acquisitions.

In 1990, Jay began concentrating in the area of business brokering. He is one of the most active business brokers in Georgia, and is past president of the Georgia Association of Business Brokers. He is also active in the International Business Brokers Association.

He was one of the first individuals in Georgia to be awarded the CBI (Certified Business Intermediary) designation by the International Business Brokers Association, having met the experience, education, examination, and ethical standards of this organization, and he has gone on to receive the designation of Lifetime CBI. The purpose of this program is to ensure the public that those who are awarded the CBI designation have:

1. Achieved a superior level of knowledge through the successful completion of certain prescribed courses.

2. Proved their competence in the application of that knowledge through documented practical experience.

3. Proved a thorough knowledge of the association’s Code of Ethics and have pledged loyalty to this code.

In addition to his CBI designation, Jay has also been awarded the honor of being a Fellow of the International Business Brokers Association.

Through Jay’s affiliation with the Georgia Association of Business Brokers, he earned the professional designation of Board Certified Broker (BCB).

These designations show the business community the extra steps and commitment that are synonymous with total professionalism. It denotes a combination of experience and education only a small percentage of business brokers have attained.

When one considers entering into a business relationship, it is important to enter that relationship with someone you can always depend on to be fair and honest in his or her dealings.

In 1998 Jay & Associates received the Better Business Bureau Torch Award for Marketplace Ethics. This award recognizes and encourages ethical business practices and the recipient must be a company committed to high standards of behavior in buyer and seller relationships.

As a business owner or a potential owner, one probably has or will have a good portion of their assets invested in their business or professional practice. With the ever-increasing complexities involved in the sale or purchase of a business or a practice, one should employ the very best intermediary possible. A CBI and BCB has attained the proven skills and experience necessary to handle the confidential marketing, negotiations, and complex details involved in the sale or purchase of a business.
CHARLES A. JAY
Professional & Community Resume

EXPERIENCE
1984 - present
Jay & Associates, L.L.C. Macon, Georgia
President. Commercial real estate & investment property, property & casualty insurance, strong
concentration in business brokering.

1966 - 1984
Home Federal Savings, Macon, Georgia
President/Chief Executive Officer.

EDUCATION & CERTIFICATIONS
Mercer University, Bachelor of Arts
Licensure in the State of Georgia: Real Estate Sales, Real Estate
Brokerage, Insurance
Lifetime Certified Business Intermediary (CBI), International Business Brokers Association
Board Certified Broker (BCB), Georgia Association of Business Brokers

PROFESSIONAL MEMBERSHIPS
Georgia Association of Business Brokers: Life Member of the Million Dollar Club, past
President, past Member Board of Directors
International Business Brokers Association: Member, Fellow of the IIBA
Middle Georgia Association of Realtors: Life Member of the Million Dollar Club, Eagle Award
of Million Dollar Club
Georgia Board of Realtors
Georgia League of Savings Associations: past President, past Member
U. S. League of Savings Associations: past Member Board of Directors, past Member
Southeastern Conference of Savings Assoc.: past Member Board of Directors, past Member

COMMUNITY ACTIVITIES
Vineville Baptist Church: Board of Deacons, Chairman; Sunday School Superintendent; Men’s
Fellowship, President
Better Business Bureau of Central Georgia, Member Board of Trustees
Central Georgia Technical College Foundation:Member Board of Trustees
Macon-Bibb County Beautiful Commission: Member Board of Directors, past Chairman
Macon Cherry Blossom Festival: Member Executive Committee; Member Board of Directors,
past Chairman; past Festival Chairman
Greater Macon Chamber of Commerce: first Honorary Life Member, past Vice President, past
Director (serving several terms)
Rotary Club of Macon: past President, Member Board of Directors
Idle Hour Country Club: Member, past President
Macon Shield Club: Member, past President
Leadership Macon: first Chairman, past Member Board of Directors
Georgia Chamber of Commerce: past Member Board of Directors
United Way of Central Georgia: past Campaign Chairman; past Chairman Board of Directors;
past President J. Clay Murphey Society
Macon-Bibb County Bicentennial Commission: past Chairman
Central Georgia District of Boy Scouts of America: past Executive Council
Georgia Star Student Program: past State Chairman
United Cerebral Palsy, Inc.: past Chairman Board of Directors
American Cancer Society: past Chairman Board of Directors
Goodwill Industries: past Member Board of Directors
American Red Cross: past Member Board of Directors
Medica Foundation, Inc.: past Member Board of Directors
City of Macon Board of Recreation: past Member
Bibb County Grand Jurors: past Foreman
Bibb County Grand Jurors Association: past Chairman of the Board, past President
Mercer University: past Board of Trustees; past President’s Council
Tift College: past Board of Trustees
The University of Georgia College of Business, Distinguished Practitioner – Lecturer, Executive Advisory Council
Stratford Academy: past Chairman of Board of Trustees; Booster Club, past President
JC Penney Golden Rule Award, past Chairman
Past chairman of numerous business, professional, educational, church, civic, and political fund-raising events.

Rotary Club of Macon, Paul Harris Fellow
The Exchange Club of Macon, Book of Golden Deeds Award
The Macon Cherry Blossom Commission, Macon Cherry Blossom Festival Hall of Fame
Macon-Bibb Beautiful Commission & The Macon Cherry Blossom Commission, President’s Award
United Way of Central Georgia, J. Clay Murphey Society Award
Better Business Bureau of Central Georgia, Torch Award for Marketplace Ethics
Macon-Bibb Beautiful Commission & The Macon Cherry Blossom Commission, Man of the Year in Macon-Bibb County
Georgia Secretary of State, Outstanding Georgia Citizen
Georgia Governor, Member Governor’s Growth Strategies Commission
Georgia Governor, Appointed Lt. Col. Aide-de-camp
Macon Community Official Recognition of “Charles A. Day Day”
Georgia Congressman, Recognition for Exceptional Service to the Community
U.S. Senator Sam Nunn, presented The Flag of the United States of America Flown Over the Nation’s Capital in Recognition for Outstanding Service to the Community
Keep America Beautiful, Inc., National Recognition for Community Service
Bibb County Sheriff Department, Honorary Deputy for Contributions to Law Enforcement
Macon Sertoma Club, Service To Mankind Award
Outstanding Young Man of Year in the Community, two time recipient
Outstanding Young Man of Georgia
Diane Arms Newton, (Mrs. Milledge Clark Newton), has extensive experience volunteering with organizations dedicated to beautification, education, health care and leadership training.

As a community volunteer:

- She served on the Keep Macon Bibb Beautiful Commission as past beautification committee chairman, past parks committee chairman, past secretary and past treasurer.
- She was a past Cherry Blossom Festival volunteer and Past Board Secretary.
- She was past member and past secretary to the Board of Governors of Stratford Academy.
- She was past president of the parent organization of Stratford Academy.
- She was past president of the Auxiliary to the Bibb County Medical Society.
- She was Board member and past president of the Junior League of Macon, Inc. and is currently a member of the Sustainer Advisory Board.
- She was past president and currently a member of the House and Garden Club participating in club community projects.
- She worked with the Cancer Society and coordinated a low cost mammogram project with Coliseum Hospital before the exam was covered by insurance.
- She served as past secretary of the Boys' Club Board.

She was born in Pennsylvania and attended Ursinus College and received a BS from the University of Pennsylvania. She has three children; Deanne Newton (Redondo Beach, California) Jennifer Newton (Chicago, Illinois) and Dr. Milledge Newton, Jr, (Valdosta, Georgia).
Melinda D. Robinson-Moffett

Biography

A native of Macon, Georgia, Dr. Melinda D. Robinson-Moffett is transformational leader who proudly ascribes to the philosophy of servant leadership: sharing knowledge and power, developing the highest ability of others and leading by example. With more than two decades of experience in the field of education, she is proud to have served as a counselor, instructor, advisor, and program facilitator to numerous initiatives in the higher education arena and a dedicated volunteer to several Macon-Bibb County community boards.

In her current position as Assistant Director of Career Services at the Mercer University Macon campus, her daily activities include conducting individualized career assessment plans, administering career preparation training (i.e. resume/cover letter creation, customized job search strategies, mock interviews), approving internships, developing job placement opportunities, hosting career-related workshops and serving as campus advisor to a variety of student-focused initiatives. Additionally, as a former adjunct instructor in the Mercer University Stetson School of Business and Economics, she has instructed senior business majors in in their transition into the real world.

As a volunteer in the community Dr. Robinson-Moffett proudly serves as a Commissioner for the Keep Macon-Bibb Beautiful Commission. Her efforts include educating youth on litter prevention, recycling and neighborhood improvement opportunities. Her volunteer efforts are also extended to the Greater Macon Chamber of Commerce (Leadership Macon Graduate class of 2009), the Museum of Arts and Science (Museum Guild Board Member from 2009 – Present), the June O’Neal Mentor’s Project (Active Volunteer from 2007 – Present), and Macon Alumnae Chapter of Delta Sigma Theta Sorority, Inc. (Active Member from 2007 – Present).

Having obtained a Bachelor’s degree in Political Science from Fort Valley State University, a Master’s degree in Public Administration from Troy University, and a Doctorate degree in Higher Education Leadership from Mercer University, Dr. Robinson-Moffett prides herself on understanding the challenges that arise when balancing personal, education, and career goals. Affectionately known as “Ms. Melinda” to many, she consistently expresses her willingness to share her expertise, experiences and encouragement with all as she labors to connect knowledge and skills to careers across the world. Dr. Robinson-Moffett proudly likens her work ethic to that of Nike professing the best way to reach a goal is to place it in writing, taken from the Biblical instruction found in Habakkuk 2:2, then “Just Do It!”

Outside of work, Melinda is happily married to her best friend Dr. Keith Moffett, Director of the Emergency 911 Center for the City of Macon and fellow adjunct instructor in the Mercer University Stetson School of Business & Economics. Together they have four wonderful children, Chris, Collinda, Nicholas and Alexis.
Theresa L. Robinson
Region External Affairs Manager
Georgia Power

Theresa L. Robinson serves as external affairs manager for Georgia Power’s Central Region in Macon, Georgia.

Robinson has responsibility for assisting the region vice president with overseeing the Company’s more than 155,000 residential, industrial and commercial customers in 26 counties in Middle Georgia. She is responsible for external affairs where she serves as the local spokesperson on various company issues, and she fosters relationships with key community and business leaders, as well as local, state and federal elected officials.

In the community, she serves as Chair, Keep Macon Bibb Beautiful Commission and the Macon-Bibb County Workforce Investment Board. She also serves on the Macon Economic Development Commission, Grand Opera House Board of Governors, Macon Symphony Orchestra Board of Directors and the Age Friendly Community Advisory Council. She served as past Chair of the 2013 United Way of Central Georgia Campaign.

A native of Norris, South Carolina, Robinson is a graduate of Georgia State University where she received a bachelor’s degree in journalism. Robinson is a 2003 Leadership Georgia graduate.

0614
Subject: Re: Friendly Reminder
Date: Monday, July 28, 2014 2:56:50 PM ET
From: Mark Stevens
To: Pam Carswell

Mark A Stevens
Macon, GA 31210

Employed: Regional Development Officer/Hull Storey Gibson
Formerly employed: Market President/State Bank and Trust

Sent from my iPhone

On Jul 28, 2014, at 2:30 PM, "Pam Carswell" <pcarswell@kmbbc.org> wrote:

Just a friendly reminder the The Macon-Bibb Commission has requested a bio and background check from each of you before Friday.

Kudos to Melinda Robinson-Moffet, Helen Weathers, Carolyn Crayton & Jean Bragg for submitting theirs today!!!

I have attached another background check form.

Regards,

Pam

Pam Carswell
President & CEO
Keep Macon-Bibb Beautiful Commission
794 Cherry Street
Macon, GA 31201
478-330-7054
478-330-7067 Fax
pcarswell@kmbbc.org
<Background Check.pdf>
Biography of Charlotte Woody

Charlotte Woody is a native of Macon, Georgia, and she has served the community of Macon, Georgia as a public servant for over 17 years. Currently, Woody is employed as the Assistant Director of Community Development for the Economic and Community Development Department for the Macon Bibb County Government. In this position, she manages the Community Development Block Grant Program and Demolition Projects for the Economic and Community Development Department along with a host of other duties. Prior to accepting this new position, Woody served as the Property Inspections Manager for One and Two Family Code Enforcement for the City of Macon. Through her guidance in this position, many neighborhoods were educated on the aspects of Code Enforcement, and she managed the function of several new initiatives for Code Enforcement such as the Nuisance Abatement Team, Foreclosed and Vacant Property Training and Education to realtors and mortgage companies, as well as ensuring her staff was trained on new tools that could benefit code enforcement officials. Prior to her work in with City and now County Government, she was employed in the private sector for eleven years.

Charlotte Woody has been a member of the Keep Macon Bibb Beautiful Commission (KMBBC) since 2003. Currently, she is on KMBBC’s Executive Board where she serves faithfully as the Secretary of the Commission. Prior to this position, Woody chaired the Enforcement Committee where she worked with agencies and individuals in the Middle Georgia area who had an interest and who could make an impact on ensuring laws and codes were enforced. Not only does she work on the Enforcement Committee, but she is very involved with the Awards and Recognition Committee as well as the nominating committee for Keep Macon Bibb Beautiful.

Charlotte Woody is certified as an International Property Maintenance and Housing Inspector under the International Code Congress. She is also a Certified Code Enforcement Officer and has attained her Masters Certificate Program recognition from the Carl Vinson Institute of Government. She is a member of the Georgia Association of Code Enforcement and the American Association of Code Enforcement where she currently serves on the membership committee with other code professionals from across the nation. In 2009, Charlotte Woody was presented with the Code Enforcement Award from Keep Macon Bibb Beautiful for her tireless efforts to clean our communities through the education of communities and the enforcement of codes. She has also participated in several Macon Neighborhood Association meetings and forums where she utilized her skills to educate others on the importance of addressing code matters in their community.

Charlotte Woody completed her education at the University of Georgia where she received a Bachelor of Arts in Journalism. Later, she completed her post-graduate studies at Georgia College and State University where she received a Master of Public Administration.
Helen Mason Weathers
Macon, GA 31210

PROFESSIONAL EXPERIENCE
Educator (38 Years)

- Adjunct Professor for Georgia College and State University, Mercer University, and Wesleyan College
- Bibb County, Georgia, Board of Education (Retired)
- Cobb County, Georgia, Board of Education
- Adjunct Professor, University of Georgia
- Clarke County, Georgia, Board of Education
- Gainesville City, Georgia, Board of Education
- Fulton County, Georgia, Board of Education

Husband was with Atlanta Gas Light and transferred to above locations.

BOARDS AND COMMUNITY ACTIVITIES

- Keep Macon-Bibb Beautiful Commission
  Education, Awards, and Suburban Business Committees
- Wesley Glen Ministries Auxiliary
  Past President, Current Treasurer, and Cherry Blossom Road Race Committee
- Vineville United Methodist Church
  Daybreak Choir, Sunday School Teacher, United Methodist Women, Past
  Member Council on Ministries, Past Tutor at L.H. Williams
- Salvation Army Women's Auxiliary
- Methodist Home Auxiliary

AWARDS and RECOGNITIONS

- Keep Georgia Beautiful Woman of the Year (2010)
- Gracious Lady of Georgia (2002)
- Carolyn Crayton Award (2001)
- Keep Macon Bibb Beautiful Woman of the Year (1988)
- Teacher of the Year for schools in Clarke County (twice) and Bibb County
- Middle Grades Teacher of the Year for Clarke County
- Vineville UMW Mission Award for Community Service
- Omicron Nu, Phi Delta Kappa, Kappa Delta Pi Honor Societies

EDUCATION

- Education Specialist Degree, University of Georgia (1976)
- Master’s Degree in Education, University of Georgia (1973)
- Education Certification Classes, Georgia State University and Emory University
- Bachelor’s Degree in Education, Auburn University (1956)
- Valley High School, Valedictorian, (1952)
FAMILY

- Harold C. Weathers, husband (1956-present), Retired Vice President, Atlanta Gas Light
- Karol Weathers Griffith, daughter, Suwanee, GA
- Kathryn Weathers Kelly, daughter (deceased)
- Charles Harold Weathers, son, St. Marys, GA
- Nine grandchildren and three great-grandchildren
Carolyn Mullis Crayton
Macon, GA 31210

Professional Profile

Experience
- Founder, President, and CEO Emeritus of the Keep Macon/Bibb Beautiful Commission and the Macon, Georgia International Cherry Blossom Festival—2002-Present
- President, Community Relations, WPGA Television, Macon, GA -- 2003-2009
- Founder and Executive Director, Keep Macon/Bibb Beautiful Commission—1974-2002
- Founder and President/CEO, Macon, Georgia International Cherry Blossom Festival 1984-2002
- Interior Decorator and Sales Associate—Wallace Rivers Construction Company, Macon, GA
- Public Relations Director, Buyer, and Interior Decorator—Kays Ice Cream Shoppes, Chattanooga, TN
- Public Relations Director and Interior Decorator—Guilford Dairy, Greensboro, NC

Current Boards and Community Activities
- Central Georgia Technical College Board of Trustees
- International Festivals and Events Association (President’s Council and Executive Committee)
- International Festivals and Events Association Foundation Board (Past Chair)
- Keep America Beautiful, Inc., Board of Directors and National Consultant
- Keep Macon/Bibb Beautiful Commission (Executive and Awards Committees)
- Macon Cherry Blossom Festival Board of Directors (Executive Committee and Chairmen’s Club)
- Museum of Aviation Board of Directors, Robins Air Force Base (First Female Board Chair, 2012-13)
- Macon Rescue Mission Board of Directors
- Middle Georgia State College Foundation Board of Trustees
- National Arbor Day Foundation Board of Trustees (Past Board Chair)
- Robert L. Scott Golf Tournament for Museum of Aviation (Event Chair)
- State of Georgia Department of Community Affairs (Board Chair, 2012-13)
- Vineville Garden Club (Past President)
- Wesleyan Woods Garden Club (Past President)

Past Boards and Community Activities
- American Cancer Society Board of Directors, Bibb Unit (Chairman)
- American Heart Association Board of Directors, Macon Chapter
(Past Boards, etc., continued)

- American Lung Association Board of Directors, Bibb County Affiliate
- American Red Cross Board of Directors, Central Georgia Chapter
- Atlantic Southern Bank Board of Directors (Founding Director)
- Bibb County Solid Waste Advisory Committee
- Bibb County Christmas Seal Chairman
- Central Georgia Speech and Hearing Center Board of Directors
- Chattanooga (TN) Chamber of Commerce Beautification Board
- Chattanooga Federated Garden Clubs (Executive Board)
- Chattanooga Federated Woman's Club
- Chattanooga Scenic Cities Beautiful Commission
- Focal Pointe Women Board of Directors, Macon
- Georgia Clean and Beautiful Citizens Advisory Committee (Executive and Education Committees)
- Georgia Federation Garden Clubs State Board of Directors (Chair, Public Relations)
- Georgia Federation of Women's Clubs, (Chair, Beautification, Conservation, and State Energy Divisions)
- Georgia Festivals and Events Association Board of Directors (Board Chair)
- Georgia Power Company Statewide Consumer Advisory Council
- Goodwill Industries, Macon (Steering Committee)
- Governor's Senate Music Industry Committee (Citizens Advisory Council)
- Greensboro (NC) Beautification (General Chair)
- Greensboro Charity League (President)
- Greensboro Council of Garden Clubs (President)
- Greensboro PTA Executive Board
- Greensboro Youth Council Beautification Program Director
- Heart of Georgia Travel Association
- Intown Macon
- Keep Georgia Beautiful (Founder)
- Macon Advisory Committee on Substandard Housing
- Macon Area Vocational Technical School Advisory Board
- Macon Arts Alliance
- Macon-Bibb County Convention and Visitors Bureau Board of Directors
- Macon-Bibb County Coordination Council (Technical Advisory Committee)
- Macon-Bibb County Humane Services Board of Directors
- Macon-Bibb County Planning and Zoning MATS Committee
- Macon-Bibb County Water Quality Advisory Committee
- Macon Chamber of Commerce Transportation Advisory Committee and Governmental Affairs Committee
(Past Boards, etc., continued)

- Macon Citizens' Advisory Committee
- Macon Downtown Council Steering Committee
- Macon Drug Council
- Macon Heritage Foundation
- Macon Olympic Highway Beautification Committee (Chair)
- Macon Riverfront Development Task Force
- Macon Service League (President)
- Macon Symphony Board of Directors
- Macon United Givers Fund (Chair, Special Division)
- Medical Central of Central Georgia Hospice Board of Directors (Chair)
- Mercer University Upward Bound Board of Directors
- Metropolitan Dinner Club Board of Directors
- Middle Georgia Girl Scout Council Board of Directors
- Middle Georgia Historical Society
- Museum Guild of Macon
- NewTown Macon Board of Directors
- Rotary Club of Macon
- Sears-Roebuck Company Community Improvement Foundation (Chair, Advisory Board for 13 Southeastern States)
- Southeast Tourism Society (Legislative Affairs Committee)

International, National, State and Local Awards and Honors

- Keep America Beautiful Award in appreciation of decades of service—2012
- Japanese-American Appreciation Award (One of two awards given by the Government of Japan in honor of improving Japanese-American relationship)—2012
- Woman of Distinction, Middle Georgia Girl Scout Council—2012
- Honorary Colonel, Air Logistics Center, Robins Air Force Base
- Friendship Award, Government of Japan (One of 150 given worldwide)—2000
- Honor guest and featured speaker at Macon’s Sister Cities in Macon, France; Kurobe, Japan; and Kaohsiung, Taiwan.
- Guest of Her Majesty Queen Elizabeth II at Buckingham Palace Garden Party—1999 (One of four Americans)
- Deen Day Smith Award for Service—1999
- Finalist for Macon Telegraph’s Professional Woman of the Year—1998
- Hall of Fame, International Festivals and Events Association—1996
- Georgia Festival Director of the Year—1995
Awards and Honors (Continued)

- Keep Macon/Bibb Beautiful and Cherry Blossom Festival Headquarters given to honor Carolyn Crayton by YKK Corporation—1991
- Woman of the Year Award, Keep Georgia Beautiful—1988 (Now the Carolyn Crayton Award)
- Sylvan Branch Award, Festival of Trees, Kent State University, OH—1988
- Gracious Ladies of Georgia—1988
- Presidential Award of Honor, Macon Jaycees—1986
- Featured Dinner Speaker at House of Lords as Guest of Lord Gordon Parry of Wales—1985
- Guest for Trooping of the Colours honoring the birthday of Her Majesty Queen Elizabeth II and luncheon at House of Lords—1984
- Lawrence Enerson Award, National Arbor Day Foundation—1985
- Heroine Award Representing State of Georgia, Ladies Home Journal—1984
- "People Who Have Made a Difference in Their Communities," ABC Television Good Morning America—1984
- Leadership Award, Georgia Clean and Beautiful—1983
- Queen Mother’s Award, Keep Britain Tidy Group (Only non-U.K. recipient)—1983
- Lady Bird Johnson Award, Keep America Beautiful—1976
- Leadership Award, Keep America Beautiful
- Who’s Who Among American Women
- Ambassador of Good Will Award, City of Chattanooga
- Natalie Green Award, Chamber of Commerce of Greensboro, NC

Selected Recognitions

- Cherry Blossom Festival named in Top 100 Events in North America by American Bus Association
- Cherry Blossom Festival named in Top 75 Events in United States by Senior Group Traveler
- Cherry Blossom Festival named in Top 20 Events in the Southeast by Southeast Tourism Society
- Duchess of Paducah, KY
- Delta Airlines Flying Colonel
- Annual Carolyn Crayton Award presented to outstanding volunteer by Keep Macon/Bibb Beautiful Commission and Macon Cherry Blossom Festival initiated in 2002
- Judge, Greeley (CO) Stampede Parade—2002, 2003
- Judge, Tournament of Roses Parade, Pasadena, CA—1997
- Judge, Gator Bowl Queen and Princesses Pageant, Jacksonville, FL—1996
(Selected Recognitions Continued)

- Judge, Indy 500 Parade, Indianapolis, IN—1995
- Judge, Football Hall of Fame Parade, Canton, OH—1994
- Judge, Fiesta San Antonio (TX) Flower Parade—1994
- Judge, Rose Parade, Thomasville, GA—1994
- Judge, July 4th Parade, Atlanta, GA—1993
- Honorary Citizen of Greensboro, NC
- Certificate of Merit, Garden Clubs of Georgia, Inc.—1979
- Honorary Member, North Carolina Landscape Critic Association
- Keys to the cities of Macon, Augusta, Athens, GA; Tupelo, MS; and Hartselle, AL.

Education

- University of North Carolina at Greensboro—selected course work
- Purdue University—Certified Festival Executive

Family

- Husband: Lee Crayton, retired from Bibb Manufacturing Company and Boeing Aircraft Company
- Children: Douglas Crayton, Rock Hill, SC and Annette Crayton Mengert, Marietta, GA
- Grandchildren: Lance Crayton, Caroline Clements Kulinski, Dr. Anna Crayton, and Van Clements
- Great-grandchildren: Leeanna Crayton and Sabrina Kulinski

Religious Affiliation

- Vineville United Methodist Church, Altar Guild and First Chair of Chrismon Tree Committee
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MACON-BIBB COUNTY TRANSIT AUTHORITY FOR THE TRANSFER OF OWNERSHIP, INTEREST, AND ACCESS RIGHTS TO THE PROPERTY LOCATED ADJACENT TO THE TERMINAL STATION BUILDING, COMMONLY KNOWN AS THE CAUSEY PROPERTY, AND DESCRIBED FULLY IN EXHIBIT A; AND FOR OTHER PURPOSES.

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

WHEREAS, on or about May 30, 2007, the former City of Macon purchased an adjacent property (hereinafter “Causey Property”) from Causey Electrical Supply Co. as shown in Exhibit A as Tract C, and referenced in Deed Book 7514, Page 363-365 with the Clerk of the Bibb County Superior Court; and

WHEREAS, upon the purchase of the Causey Property, two (2) separate property survey plats were referenced in the deed which placed the boundaries for the Causey Property at different locations; and

WHEREAS, as shown on the attached Exhibit A, Tract C is the Causey Property, however, a discrepancy in the description boundary points resulted in the creation of Tract D and Tract E, which are narrowly shaped areas of land adjacent to the Causey Property; and

WHEREAS, in order to increase the likelihood of the receiving Federal Transit funds and grants, on July 15, 2014, the Macon-Bibb County Board of Commissioners approved the transfer of the Terminal Station Building to the Macon-Bibb County Transit Authority; and

WHEREAS, the Causey Property is located directly adjacent to the Terminal Station Building and is currently vacant land space; and

WHEREAS, with the transfer of the Terminal Station Building, the Macon-Bibb County Transit Authority wishes to acquire the adjacent Causey Property in order to begin work on a Transit Oriented Development Program, and to provide additional parking areas for the services offered in the Terminal Station Building; and

WHEREAS, while it is the opinion of the Macon-Bibb Engineering Department that Tract D and Tract E were initially part of the original Causey Property shown as Tract C, for cautionary purposes, a quitclaim deed conveying any and all interest the County may have in Tract C, Tract D, and Tract E is necessary to convey full ownership of the Causey Property in
order for the Macon-Bibb County Transit Authority to be able to utilize the area in the manner described above; and

WHEREAS, in addition, upon acquiring the property in 2002 and 2007, the City of Macon accessed certain portions of the Terminal Station property and the Causey Property across land owned by Norfolk Southern, as shown in Tract A and Tract B of Exhibit A, however, no formal easement or right of use agreement was ever entered by the Parties; and

WHEREAS, while no formal agreement has ever been reached between Norfolk Southern and the County, the County now wishes to transfer any and all interest or access rights the County may or may not have across the Norfolk Southern properties marked as Tract A and Tract B to the Macon-Bibb County Transit Authority for the continued use and access of the properties; and

WHEREAS, this resolution shall suffice to transfer all interest and access rights in Tract A and Tract B that the County possesses, and any and all ownership rights in Tract C, Tract D, and Tract E that the County possesses, with said tracts being described, outlined and displayed in Exhibit A attached hereto; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County by allowing Macon-Bibb County Transit Authority additional opportunities for grants that could increase the transit services offered in Macon-Bibb County, and could result in the creation of a Transit Oriented Development Program for the benefit of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a quitclaim deed to the Macon-Bibb County Transit Authority for interest and access rights which the County may possess to the property described as Tract A and Tract B, and for all ownership rights that the County may possess in Tract C, Tract D, and Tract E, with said tracts being described and outlined specifically in Exhibit A attached hereto.

SO RESOLVED this ______ day of ______________, 2014.

By: 

ROBERT A.B. REICHERT, Mayor

Attest: 

SHELVIA THURMOND, Clerk of Commission
EXHIBIT A

CAUSEY PROPERTY PLAT
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE DEDICATION OF A PUBLIC ROAD KNOWN AS LIBERTY ESTATES DRIVE LOCATED IN THE 4TH LAND DISTRICT AND TO DECLARE THAT SAID ROAD SHALL BE OPEN FOR PUBLIC USE AND MAINTAINED BY MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Owner/Developer Liberty Church Developments, LLC has constructed a subdivision road known as Liberty Estates Drive for development purposes in the Liberty Church Estates Subdivision; and

WHEREAS, the road has been built according to the specifications required by the Macon-Bibb County Engineering Office; and

WHEREAS, an aerial depiction showing the road, as well as the right of way, has been attached hereto as Exhibit A, along with a copy of the petition submitted by Liberty Church Developments, LLC which further defines the location/boundaries of the road; and

WHEREAS, Liberty Church Developments, LLC wishes to dedicate this road, as well as the right of way, to Macon-Bibb County as a public road and for future maintenance by Macon-Bibb County; and

WHEREAS, the road has been inspected by the Macon-Bibb County Engineering department, and said department has recommended accepting said road and right of way; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the dedication of the public road known as Liberty Estates Drive located in the 4th Land District, and described fully in Exhibit A, is hereby accepted by Macon-Bibb County and said road shall be open for public use and maintained by Macon-Bibb County.

SO RESOLVED this ______ day of ________________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

Petition and Aerial View of
Liberty Estates Drive
RETURN COMPLETED FORM TO:
MACON-BIBB COUNTY ENGINEERING DEPARTMENT
780 THIRD STREET
MACON, GA 31201-3282
478-621-6660

YOUR CONTACT INFORMATION:
NAME: Jim Frith
ADDRESS: 555 Colonial Park Dr.
        Ste. 400 Roswell, GA 30075
PHONE: 770-442-8028

GEORGIA, MACON-BIBB COUNTY) To the Macon-Bibb County Commission:

THIS DEED OF DEDICATION, made and entered into this 24th day of June, 2014, by and between the undersigned, hereinafter called Grantor, and the Macon-Bibb County Government;

WITNESSETH that: Grantor for and in consideration of the sum of One Dollar ($1.00) paid by Macon-Bibb County to the undersigned, the receipt of which is hereby acknowledged, the Grantor does hereby dedicate, grant and convey, with General Warranty, unto Macon-Bibb County, the following, to wit:

The undersigned petitioner respectfully requests that the following described road be established and maintained as a public road of Macon-Bibb County, and entered upon the Public Road Register to be described upon said Register as Liberty Estates Drive.

Said road to commence at or near 1,375.1 feet south of the 4th Land District and extend thence in a southwesterly direction, along or through the lands of Liberty Church Estates Subdivision;

a distance of approximately 1,522.1 linear feet, and terminating at or near a cul-de-sac at the end of Liberty Estates Dr.

Said road or right-of-way upon which it is established to have a uniform width of 160 feet.

For the purpose of procuring the establishment and maintenance of said road by Macon-Bibb County, aforesaid, each of the undersigned petitioners does hereby dedicate for road purposes the right-of-way for said road in so far as his land is included in said right-of-way. The right-of-way aforesaid has been surveyed and platted of such survey is attached hereto and made a part hereof, for purposes of more complete identification of said right-of-way.

Upon acceptance by the governing body of Macon-Bibb County, Macon-Bibb County shall, notwithstanding any other provisions in this contract, immediately become vested with the title to all the land between parallel lines, each equal distance from the center of such highway as laid out, and 30 feet, there from, so that Macon-Bibb County shall have a right of way for the entire length of said road 160 feet wide, with center line of the road as actually laid out, the center line of the right-of-way, or so otherwise indicated on the plat.

And for the consideration, the undersigned further grants to Macon-Bibb County the right to all necessary drainage in the construction and maintenance of said road constructed over said right-of-way, and also release said county from any claim of damage arising on account of construction of said roads, or filled-in embankments, ditches or culverts or bridges, on account of backwater, changing of courses of streams, or in any other manner.

The Grantor hereby warrants that he or she is the rightful and lawful owner of the aforesaid land, has the legal right and authority to sell and convey said land free and clear from all encumbrances, that this conveyance and dedication is made with the Grantor's free consent, and the Grantor binds himself, his heirs, executors and administrators forever to defend by virtue of these presents.

NAME AND COMPANY: Jim Frith
Liberty Church Development, Inc.

SIGNATURE: James L. Frith

This the 24th day of June, 2014.

Signed and sealed and delivered by the petitioners and grantors in the presence of:

J. H. Bagwell
Witness
Don D. Smith
Notary Public
My Commission expires 3-13

Note to Superior Court Clerk's Office:
Please return recorded petition along with invoice to Macon-Bibb County Engineering Dept. via interoffice mail (S. Sawyer ext. 6364)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING 
THE MAYOR TO EXECUTE A PAYMENT IN LIEU OF RENT AGREEMENT 
BETWEEN MACON-BIBB COUNTY, GEORGIA AND THE GEORGIA 
DEPARTMENT OF HUMAN SERVICES FOR $1,247,145.00 FOR OFFICE SPACE 
LOCATED AT 456 OGLETHORPE STREET, MACON, GEORGIA, IN 
SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; 
AND FOR OTHER PURPOSES.

WHEREAS, the Division of Family and Children Services of the Georgia Department of 
Human Services is housed as 456 Oglethorpe Street, Macon-Bibb County Georgia, in office 
space owned by Macon-Bibb County; and

WHEREAS, the Georgia Department of Human Services wishes to participate in costs 
incurred by Macon-Bibb County in providing office space for the Division of Family and 
Children Services;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission 
and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a 
payment in lieu of rent agreement between Macon-Bibb County, Georgia and the Georgia 
Department of Human Services for one million two hundred forty-seven thousand one hundred 
fifty-five dollars ($1,247,145.00) for office space located at 456 Oglethorpe Street, Macon-Bibb 
County, Georgia, in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST: 
SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]
Lease # 6137

Georgia Department of Human Services
Division of Family and Children Services

LOCAL STATEMENT OF SERVICE AND MAINTENANCE COSTS
IN LIEU OF RENT IN PUBLIC BUILDINGS
OR
THIRD PARTY LEASING ARRANGEMENT

PREPARE IN QUADRUPLE

OFFICE OF THE Macon Bibb County Board of Commissioners

Bibb COUNTY Macon GEORGIA

TO: Georgia Department of Human Services - Division of Family and Children Services

For third party space or service and maintenance costs in providing your agency with office space in the public facility building know as the Georgia Department of Human Services building, located at 456 Oglethorpe Street

Macon Georgia.

107,232 Square Feet @ 11.63 Per Square Foot per Annum $1,247,145

Monthly Charge (Charge per Annum Divided by 12) $103,929

THIS MONTHLY CHARGE, in lieu of rent or for third party lease payment, is to remain constant for a minimum period of twelve (12) months from date of acceptance by the local Human Services program, and the basis on which it is computed is shown on the reverse side herein.

This monthly charge has been determined solely for the purpose of obtaining State and Federal Participation in costs incurred by County/City fiscal authorities in providing office space for a Human Services program. It is understood that acceptance by the Georgia Department of Human Services is subject to review and audit by the Internal Audit Unit, and the County/City fiscal records form which such costs have been determined will be open for their inspection. The audit may be either State or Federal (or both).

I DECLARE THAT the information furnished herein to the best of my knowledge and belief is true, correct and complete.

Date ____________________________

(Signature of County/City Authority)

Mayor, Macon Bibb County

>Title

(AFTER EXECUTION, COUNTY FISCAL AUTHORITY WILL TRANSMIT IN TRIPlicate TO DIRECTOR)

ACCEPTANCE ____________________________

Commissioner, DHS

Date ____________________________

PAYMENTS against this agreement are to be made to:

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

FORM 746 (3-84)/(R.2010)
SCHEDULE A -- SERVICE AND MAINTENANCE EXPENSES
For the County Fiscal Year Ended 06/30/2015

TABLE 1 -- ELEMENTS OF EXPENSE

<table>
<thead>
<tr>
<th>Description</th>
<th>Applicable To All Occupants of Building</th>
<th>Applicable To Human Services Program Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custodian Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Janitor and Maid Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Service</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Parking</td>
<td>30,510</td>
<td>30,510</td>
</tr>
<tr>
<td>Painting and Decorating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Repairs:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs and Repair Parts:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plumbing and Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building, General</td>
<td>66,200</td>
<td>66,200</td>
</tr>
<tr>
<td>Maintenance Repair and Engineering Service</td>
<td>134,040</td>
<td>134,040</td>
</tr>
<tr>
<td>Upkeep of Grounds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>8,400</td>
<td>8,400</td>
</tr>
<tr>
<td>Depreciation (From Table 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand Tools and Minor Maintenance Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses (Specify)</td>
<td>220,925</td>
<td>220,925</td>
</tr>
<tr>
<td>*Third Party Lease Agreement</td>
<td>781,070</td>
<td>781,070</td>
</tr>
<tr>
<td>Total Expense</td>
<td>1,247,145</td>
<td>1,247,145</td>
</tr>
<tr>
<td>Total Square Footage of Building</td>
<td>107,232</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>Annual Cost per Square Foot</td>
<td>11.630344</td>
<td></td>
</tr>
<tr>
<td>(Divide Total Expenses by Total Square Footage)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Square Footage Occupied by Human Services Program</td>
<td>107,232</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>Pre-rata Annual Cost to Human Services Program</td>
<td>11.630344</td>
<td>sq. ft.</td>
</tr>
<tr>
<td>(Square Feet Occupied by Annual Cost per Square Foot)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ANNUAL CHARGE TO HUMAN SERVICES PROGRAM
(Add (A) and (B))

ANNUAL CHARGE PER SQUARE FOOT TO HUMAN SERVICES PROGRAM
(Divide Total Annual Charge by Square Feet Occupied)

TABLE 2 -- EXPLANATION FOR DEPRECIATION CLAIMED IN TABLE 1

<table>
<thead>
<tr>
<th>Type</th>
<th>Construction of Building</th>
<th>Date Acquired</th>
<th>Estimated Life to be used in Accumulating Depreciation</th>
<th>Cost (exclusive of land)</th>
<th>Depreciation in Prior Years</th>
<th>Remaining Cost Beginning of Year</th>
<th>Depreciation this Year</th>
<th>Depreciation Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Masonry, Solid</td>
<td></td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2%</td>
</tr>
<tr>
<td>2.</td>
<td>Masonry, Frame</td>
<td></td>
<td>33 1/3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3%</td>
</tr>
<tr>
<td>3.</td>
<td>Frame</td>
<td></td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4%</td>
</tr>
<tr>
<td>4, 5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL (Enter as Depreciation Expense, above, under Table 1)

Classify building as to type of construction as indicated above, lines 1 thru 3. Additions if any, lines 4 and 5. Use appropriate depreciation rate. See page 4 for detailed instructions.
Schedule in support of Third Party Space OR Service and Maintenance Costs in Lieu of Rent in Public Buildings

SCHEDULE A – SERVICE AND MAINTENANCE EXPENSES (CONTINUED)

TABLE 3 - BUILDING DESCRIPTION

Department of Human Services
Name and Location of Building: Bibb County Dept of Family and Children Services 456 Oglethorpe Street Macon Georgia
General Description of Building (Attach sketch of space occupied.) (Type and material of construction, etc.) Three (3) story brick building

<table>
<thead>
<tr>
<th>General Condition</th>
<th>Good</th>
<th>2 Sections</th>
<th>Age</th>
<th>Old 30/New 9</th>
<th>Yrs.</th>
</tr>
</thead>
</table>

Dimensions of Building: Length 290'0" ft. Width 130'4" ft. No. of Floors 3

Square Footage of Building (Net usable space) 107,232
Average Square Footage per Floor (Net usable space) 35,744

Location in building of Human Services Program(s) All except 1,568 sq. ft. on first floor

Number of Rooms Occupied by Human Services Program See below Total Square Footage Occupied See below

Facilities Furnished to the Human Services Program (See Instructions) All except 1,568 sq. ft. on first floor (portion of square footage is leased to Houston Co. WIC-with remaining being common area facilities furnished to the Human Resource program)

FUNDING OUT CLAUSE

Notwithstanding any other provision of this agreement, the parties hereto agree that the rent hereunder is payable by the Lessee solely from appropriations received by the Lessee from the General Assembly of the State of Georgia. In the event such appropriations are determined, in the sole discretion of the chief operating officer of the Lessee, no longer to exist or to be insufficient with respect to the rent payable hereunder, this agreement shall terminate without further obligation of the Lessee as of that moment (hereinafter referred to as "Event"). In such Event, the chief operating officer of the Lessee shall certify to the Landlord the occurrence thereof, and such certification shall be conclusive.

INSTRUCTIONS FOR LOCAL STATEMENT OF SERVICE AND MAINTENANCE COSTS

GENERAL INSTRUCTIONS

These instructions are to explain the purpose of, and describe requirements in the preparation of Form 746, Local Statement of Service and Maintenance Costs in Lieu of Rent in Public Buildings Or Third Party Leasing Arrangements.

Purpose of Forms

The purpose of this form is to provide for State and Federal participation in those costs incurred and paid directly by the county/city fiscal authorities for operation and maintaining a public building in which a Human Service program occupies space.

Prepared by Whom

This form is to be prepared, in quadruplicate, in the office of the county/city fiscal authority. Certificate of county/city official preparing, or furnishing information for preparation of Schedule A, Tables 1, 2 and 3, from which monthly charge for space is determined, is required on page 3. Proposal for claiming Federal participation in the monthly charge so determined is made over the signature of the county/city fiscal authority in space provided on page 1. Where fiscal authority is vested in a Board of Commissioners, the signature shall be that of the Chairman.

Acceptance-Effective Date

Proposals for Federal matching of service and maintenance costs become effective with the month in which they are accepted by the local Human Service program.

Basis for Charges

Charges for office space under this policy provision will be allowed on the basis of a uniform monthly per square foot charge, with a unit cost based on the total of such expenses paid directly by the county fiscal authorities for the preceding county/fiscal year, but in no instance to exceed the cost that would be required for occupancy of comparable space in a private building. The monthly per square foot charge, after establishment and acceptance by the local Human Service program, must remain constant for a minimum of twelve months. Revisions, either upward or downward, may be negotiated after the expiration of this required term.

Please remember that documentation for charges shown on Tables 1, 2 and 3 of the Local Statement of Service and Maintenance Costs will be the responsibility of the local county/city fiscal authority. The Georgia Department of Human Services assumes no liability for audit exceptions.
PREPARATION OF SCHEDULE A

TABLE 1 - ELEMENTS OF EXPENSE

The following instructions describe the classes of expenditures which may be claimed as Service and Maintenance Costs. These expenditures may be prorated to all occupants of the building, or joint costs may be prorated and expenditures for the exclusive benefit of the human services program charged directly in the column provided. If direct charges are made to the human services program, expenditures for the exclusive benefit of other occupants are to be excluded from proration.

Painting and Decorating, Maintenance Repairs, and Uptake of Grounds included herein are routine or ordinary, not materially prolonging the life, or increasing the value of the property.

Items or services purchased in large quantities, for several or all buildings of a county/city, may be prorated among buildings, on a basis of reasonable approximation by the use of a common unit of measure. For any and all such items, working papers, nonmonadnals, or other data used in compiling costs should be held for examination by State and Federal auditors.

Do not claim in this statement, any expenditures from the bond account of the human services program.

HEAT, LIGHT, WATER: Included costs of providing heat, lights, and water, whether purchased, or furnished by a county organization.

CUSTODIAN, JANITOR AND MAID, ELEVATOR SERVICE: Include services of building superintendent, custodians, watchmen, janitors, porters, maids, elevator operators, etc. Maintenance and grounds personnel are included in another category.

CLEANING SUPPLIES AND CONTRACTS: Include costs of articles and products used in keeping building and equipment in sanitary and efficient condition. Also building cleaning or service contracts, such as window cleaning service, towel service, etc.

PAINTING AND DECORATING: Include cost of painting building interior, floor finishing, plastering, papering, etc. Also, include services of painter, plasterer, etc. Do not include painting or otherwise refinishing entire exterior of building, or decorating projects that materially prolong the life or increase the value of the building.

MAINTENANCE REPAIRS AND REPAIR PARTS: Include by category, minor or ordinary repairs by outside agencies, and repair material or parts used by regular maintenance employees in making routine repairs.

MAINTENANCE REPAIRS AND ENGINEERING SERVICE: Include services of county employed maintenance and engineering employees (full time, per diem, or hourly basis), such as building engineers, mechanics, electricians, carpenters, etc.

Do not include under Maintenance Repairs, expenditures which materially prolong the life, or increase the value of the building, or building equipment, and therefore should be added to its cost and recovered by annual depreciation or amortization allowances.

UPTAKE OF GROUNDS: Include services of gardener, yardmen, etc., and agricultural and botanical supplies used in upkeep of building grounds. Do not include extensive ground improvements or outlays which materially enhance the property.

INSURANCE: Include premiums for insurance covering loss or damage of building or contents. Premiums paid in advance are to be apportioned annually, over the life of the policy on a straight line basis. Do not include public liability insurance.

HAND TOOLS AND MINOR MAINTENANCE EQUIPMENT: Include expenditures for hand tools and minor areas of equipment used by employees in the maintenance of the building and upkeep of the grounds, such as, carpenter tools, plumbing tools, paint brushes, shears, rakes, shovels, lawn mowers, hose, etc.

OTHER EXPENSES: Include expenditures relative to the service and maintenance of the building, but not classified under preceding headings.

Rental reimbursement for private lease.

TOTAL SQUARE FOOTAGE: Include rentable areas only, i.e., offices, courtrooms, jury rooms, judges' chambers, etc. Do not include halls, corridors, stair wells, toilets, or other non-rentable areas.

TABLE 2 - DEPRECIATION

Since these instructions relate to the measuring of depreciation, they may be disregarded by counties/cities not claiming depreciation, or whose buildings are beyond the ages stated in Table 2.

TYPE OF CONSTRUCTION: Classify building as to type of construction, as follows:

1. MASONRY, SOLID: Building of solid masonry or concrete construction — such as masonry, brick, concrete, concrete or clinker blocks, tile, brick and steel, steel frame, steel and shingle, etc.

2. MASONRY, FRAME: Buildings of the same exteriors as above, but with wooden frame interiors.

3. FRAME: Buildings of wooden frame or similar construction.

4-5. ADDITIONS: Describe the addition to building. Give estimated useful life. Apply appropriate depreciation rate, i.e., rate applicable to type of construction, as given in Table 2.

COST: Show cost of purchase or construction of building. This cost to be exclusive of the cost of the land upon which the building stands. If land cost is not known, a reasonable estimate or appraisal will be accepted.

DEPRECIATION IN PRIOR YEARS: Compute depreciation for prior years, i.e., from date of acquisition by county to current year, by use of appropriate annual rate, and insert in this column.

REMAINING COST BEGINNING OF YEAR: Value of building after prior years depreciation is deducted from original cost.

DEPRECIATION THIS YEAR: Computed depreciation for current year by use of appropriate rate and insert in this column. Also, carry this amount to Table 1.

TABLE 3 - BUILDING DESCRIPTION

Give name and location of building: "Newton County Courthouse, Covington, Georgia," or "Cobb County Office Building, Marietta, Georgia." Give general description: "Two story red brick building." Show general condition of repair as: Excellent, Good, Fair, Poor, Run-down, Shabby, etc. Give measurements of building and square footage. Net usable space is gross square footage less rentable areas, such as halls, toilets, etc. Give location of human services programs: "W.W. Corner of second floor," and number of rooms and square footage occupied by that program. List facilities and services furnished the human services program: "Private toilet, janitor service, lights, heat, water," etc., whose costs are included in Table 1.

PREPARATION OF SCHEDULE B

This statement of comparable rent (Form 546) is to establish the fact that the charge to the human services program for service and maintenance costs is not in excess of current rent in the community, for comparable space, facilities and service in a private building. These three statements must be from a disinterested qualified person: ceaser, building and loan association official, bank official, etc. It cannot be from a public official.

After "FROM," insert name of person making the statement. After "OF" insert his address. Give his professional qualifications, such as, Member Real Estate Board, President, John Doe Realty Co., etc.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE 2011 SPLOST INTERGOVERNMENTAL CONTRACT; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute the First Amendment to the 2011 SPLOST Intergovernmental Contract, in substantially the same form as attached hereto.

SO RESOLVED this _____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELVIA THURMOND, CLERK OF COMMISSION
STATE OF GEORGIA
COUNTY OF BIBB

FIRST AMENDMENT TO 2011 SPLOST INTERGOVERNMENTAL CONTRACT

This First Amendment to 2011 SPLOST Intergovernmental Contract is made and entered into as of the ___ day of August, 2014 by Macon-Bibb County, a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, Ga. L. 2012, P.5595, as amended by Ga. L. 2013, p.3942 (together, the “Act”) 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 4 of the Act provides that all contracts, orders, leases, bonds, and other obligations or instruments entered into by the City of Macon or Bibb County or for their benefit prior to the effective date of the charter shall continue in effect according to the terms thereof as obligations and rights of Macon-Bibb County; and

WHEREAS, Bibb County and the City of Macon entered into an intergovernmental contract, dated as of August 25, 2011, (the “Contract”), governing the disbursement and use of tax proceeds from the 1% special purpose local option sales and use tax (“SPLOST”) referendum held on November 8, 2011; and

WHEREAS, the Contract identifies certain capital projects to be undertaken by Bibb County and the City of Macon and the approximate amount of estimated SPLOST proceeds to be expended on said projects; and

WHEREAS, the Contract provides in Sections 3 and 4 and that the governing bodies of Bibb County and the City of Macon shall have the discretion to establish the order of priority for funding SPLOST projects as determined to be in the best interests of the citizens of Bibb County and the City of Macon; and

WHEREAS, the Contract provides in Section 12 that the contract may be amended from time to time; and

WHEREAS, the Contract provides in Section 4(1) that approximately $38,950,000 of the SPLOST proceeds shall be used for Phase 1 construction and equipping of new recreation facilities and repairs and improvements to existing recreation facilities in Macon and the County with $500,000 allocated for Tattnall Square Park; and
WHEREAS, the Contract provides in Section 4(2) that approximately $12,000,000 of SPLOST proceeds shall be used for the acquisition, construction, and equipping of three new fire stations, with at least one fire station in Macon, one fire station in north Bibb, and one fire station in south Bibb County; and

WHEREAS, the Contract provides in Section 4(9) that approximately $3,000,000 of SPLOST proceeds shall be used for the construction and equipping of a new animal control center; and

WHEREAS, due to changes in project cost estimates, project design, and project feasibility, the Commission deems it necessary for the benefit and welfare of the public to increase the appropriation for Tattnall Square Park to $700,000, (i.e., an increase of $200,000), and to increase the appropriation for the new animal control center to $3,435,000, (i.e., an increase of $435,000); and

WHEREAS, due to changes in project cost estimates, project design, and project feasibility, the Commission deems it necessary for the benefit and welfare of the public to decrease the appropriation for the three new fire stations to $11,365,000, (i.e., a decrease of $635,000); and

WHEREAS, the Commission has determined that it is in the best interest of the citizens of Macon-Bibb County that the Contract be amended in order to effect these adjustments in appropriations;

NOW THEREFORE, in consideration of the mutual obligations, promises, and covenants stated herein, Macon-Bibb County do hereby amend the Contract as follows:

1. Section 4(1) of the Contract is hereby amended to increase the approximate amount appropriated for Tattnall Square Park from $500,000 to $700,000.

2. Section 4(2) of the Contract is hereby amended to decrease the approximate amount appropriated for three new fire stations from $12,000,000 to $11,365,000.

3. Section 4(9) of the Contract is hereby amended to increase the approximate amount appropriated for the new animal control center from $3,000,000 to $3,435,000.

IN WITNESS WHEREOF, Macon-Bibb County has caused this First Amendment to 2011 SPLOST Intergovernmental Contract to be executed in its name and under its seal as of the date first above written.

MACON-BIBB COUNTY, GEORGIA

By: __________________________
   Robert A.B. Reichert, Mayor

(SEAL)

Attest: _________________________
   Shelia Thurmond Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MACON AREA HABITAT FOR HUMANITY TO DECONSTRUCT AND DEMOLISH A BLIGHTED RESIDENTIAL STRUCTURE IN MACON-BIBB COUNTY FOR $9,000.00; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County desires to accelerate cost-effective and creative blight reduction efforts in its residential neighborhoods; and

WHEREAS, Macon Area Habitat for Humanity, is a non-profit organization whose mission is to eliminate substandard housing in Macon-Bibb County by partnering with volunteers, organizations and homeowner partners to construct “simple and decent” housing; and

WHEREAS, Macon Area Habitat for Humanity has initiated a “Blight Out of Sight” campaign to reduce blighted housing in Macon-Bibb County; and

WHEREAS, Macon Area Habitat for Humanity has proposed a pilot project for the deconstruction and demolition of blighted residential structures in partnership with Macon-Bibb County, First Baptist Church of Christ, Centenary United Methodist Church, and St. Paul’s Episcopal Church; and

WHEREAS, Macon-Bibb County and the participating faith-based institutions desire to create job training and employment opportunities by using residents of local transitional housing facilities to assist in the deconstruction and demolition of blighted residential structures; and

WHEREAS, this pilot project will serve the dual purpose of helping to eliminate blighted housing and providing services to the Macon-Bibb County homeless population; and

WHEREAS, Macon Area Habitat for Humanity desires to, where feasible, salvage and recycle usable materials from the residential structures; and

WHEREAS, this program has been implemented on a wider scale in other major cities such as Akron, Ohio and Saginaw, Michigan; and
WHEREAS, Macon Area Habitat for Humanity has requested nine thousand ($9,000.00) from Macon-Bibb County to facilitate the pilot project at a property that has been identified for demolition by Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for nine thousand dollars ($9,000.00), subject to the approval of the County Attorney’s Office; and

BE IT FURTHER RESOLVED that based on the success of the pilot project, Macon-Bibb County and Macon Areas Habitat for Humanity will explore expanding the deconstruction/demolition and employment services program to other residential structures that have been identified as blighted and slated for demolition by Macon-Bibb County.

SO RESOLVED this _____ day of ________________, 2014.

ROBERT A.B. REICHER, MAYOR

ATTEST: ________________________________
SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]