## Meeting Schedule

**Tuesday, August 26, 2014**

9:00 A.M.

Large Conference Room

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
</table>
| 9:00 a.m.    | Operations and Finance Committee | Commissioner Bechtel - Chairman  
Commissioner Lucas – Vice Chairman  
Commissioner Schlesinger  
Commissioner Shepherd  
Commissioner Watkins |
|              | Economic & Community Development Committee | Commissioner Schlesinger - Chairman  
Commissioner Tillman – Vice Chairman  
Commissioner DeFore  
Commissioner Lucas  
Commissioner Watkins |
|              | Public Safety Committee | Commissioner Shepherd – Chairman  
Commissioner Watkins – Vice Chairman  
Commissioner Lucas  
Commissioner Jones  
Commissioner Schlesinger |
|              | Facilities and Engineering Committee | Commissioner Tillman – Chairman  
Commissioner Jones – Vice Chairman  
Commissioner DeFore  
Commissioner Bechtel  
Commissioner Shepherd |
| 5:00 p.m.    | Work Session | All Commissioners |

*Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.*
Tuesday, August 26, 2014
OPERATIONS AND FINANCE COMMITTEE

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From the August 12, 2014 Meeting
Meeting: Aug 26, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

Administrative File Attachments
8-12-2014.pdf (516 KB)

2. FIRST AMENDMENT TO THE SPLOST CONTRACT

Subject: A. A Resolution authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Intergovernmental Contract
Meeting: Aug 26, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. FIRST AMENDMENT TO THE SPLOST CONTRACT
Access: Public
Type: Action

File Attachments
8-26-2014 - Res Execute First Amendment 2011 SPLOST.pdf (1,231 KB)

3. AGREEMENT WITH DEPARTMENT OF HUMAN SERVICE FOR OFFICE SPACE

Subject: A. A 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 26, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. AGREEMENT WITH DEPARTMENT OF HUMAN SERVICE FOR OFFICE SPACE
Access: Public
Type: Action

File Attachments
8-26-2014 - Res DFACS Rent agreement $1247145.00.pdf (1,257 KB)
## 4. EQUIPMENT PURCHASES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A 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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 26, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>4. EQUIPMENT PURCHASES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>File Attachments</td>
<td>8-26-2014 - Res purchase of 2014 Wheel Loader with Bucket.pdf (2.967 KB)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. 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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 26, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>4. EQUIPMENT PURCHASES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>C. A Resolution authorizing the Mayor to execute an agreement to purchase two 2015 F-250 Trucks with SWAB Animal Transport Body for use by the Animal Welfare Department in the amount of $75,300, to be paid from SPLOST Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 26, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>4. EQUIPMENT PURCHASES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
</tbody>
</table>

## 5. POLICIES AND PROCEDURES FOR AN ALCOHOL AND DRUG-FREE WORKPLACE POLICY

<table>
<thead>
<tr>
<th>Subject</th>
<th>A Resolution to amend the Macon - Bibb County Government Policies and Procedures Manual's Section 6.12, Macon-Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 26, 2014 - OPERATIONS AND FINANCE COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>5. POLICIES AND PROCEDURES FOR AN ALCOHOL AND DRUG-FREE WORKPLACE POLICY</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------</td>
</tr>
<tr>
<td>File Attachments</td>
<td></td>
</tr>
</tbody>
</table>

6. SUPPLEMENTAL BUDGET REQUEST
7. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

August 12, 2014

The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Chairman Gary Bechtel.

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

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Steve Layson, Asst. County Manager
Julie Moore, Asst. to the County Manager
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Chris Floore, Asst. to the County Manager
Reginald McClendon, Asst. County Attorney
Ben Hubbard, Director of Human Resources
Bel Wall, Asst. Director of Human Resources
Nyesha Daley, Director of Procurement
James Bumpus, Director of Small Business Affairs

COMMISSION MEMBER(S) ABSENT:
Commissioner Ed DeFore

VISITORS/GUESTS:

NEWS MEDIA
Kristen Swilley, WMAZ13 TV
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
WGXA Fox 24

1. Approval of minutes

**ACTION**

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried with Commissioners Lucas, Bechtel and Schlesinger voting in the affirmative, the minutes of July 22, 2014 were approved as written.

2. Appropriations for FY15

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

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

C. Resolution to appropriate $96,000 for FY2015 in support of the Douglass Theatre

D. Resolution to appropriate $237,500 for FY2015 in support of the Museum of Arts & Sciences
E. Resolution to appropriate $633,400 for FY2015 in support of the Macon-Bibb County Board of Health

F. 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 Bookmobile

G. Resolution to appropriate $218,300 for FY2015 in support of the Middle Georgia Regional Commission

H. 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

I. Resolution to appropriate $425,000 for FY2015 in support of the River Edge Behavioral Health Center

J. Resolution to appropriate $67,500 for FY2015 in support of the Historic Hills & Heights Development Corporation

K. Resolution to appropriate $880,900 for FY2015 in support of the Macon-Bibb County Planning & Zoning Commission

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

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

N. Resolution to appropriate $850,000 for FY2015 in support of the Bibb County Department of Family and Children Services

O. Resolution to appropriate $424,600 for FY2015 in support of the Macon-Bibb County Industrial Authority

Chairman Bechtel stated that the resolutions for appropriations for the FY2015 Fiscal year had been approved by the Commission previously and were not eligible for change. He stated if all Committee members were in agreement, he would accept a motion to approve all the resolutions. Julie Moore stated that there was one correction that needed to be made. The Regional Commission appropriation should be $171,900.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Schlesinger and Lucas voting in the affirmative, the resolutions allocating funds for Fiscal Year 2015 to the above noted outside agencies were approved with the correction made to the Middle Georgia Regional Commission.

3. Retirements

Bel Wall, Assistant Director of Human Resources, presented the following retirements for approval:

- Doug Furney, Director of ToBesofkee – 31 years and 4 months – active retirement
- Charles Martin, Public Works Department – 22 years and 8 months – disability
- Sergio Hardy, Sheriff’s Office – 22 years and 5 months – activation of death benefits
ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Schlesinger and Lucas voting in the affirmative, the retirements of Doug Furney, Charles Martin and Sergio Hardy were approved.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Schlesinger and Lucas voting in the affirmative, the Committee meeting recessed at 9:30 a.m. for the purpose of attending the Public Hearing on the increase in the millage rate for 2015.

ACTION

On motion of Commissioner Shepherd, seconded by Commissioner Watkins and carried unanimously with Commissioners Bechtel, Schlesinger and Lucas voting in the affirmative, the meeting was reconvened at 9:55 a.m.

4. Consulting Services to Determine if a Disparity Study may be necessary

Nyesha Daley, Director of Procurement, addressed the recent Request for Services bid for consulting services to determine if a Disparity Study may be necessary. It was distributed to 1,018 firms. The Procurement Department received five responses. A team scored the responses with the highest score going to Euquant, Inc. In terms of pricing, the lowest was $30,200, then $37,640, $58,000 and $67,500. The scores were all lower than Euquant. Euquant had an impressive client list, good experience, were familiar with Macon – Bibb County and had conducted a study for the City of Macon in 1999. Ms. Daley continued that if the decision was made to hire Euquant, the only data available to the company would be data from January 1, 2014 to present. Her concern is that with such a small amount of data a company most likely will say just keep doing what you are doing and we will check back with you when more data is available. She stated that her department has made considerable effort to use small business firms. Mayor Reichert stated that he believed "you would not find any government that was more willing to hire women and minority businesses". He continued that the bids are designed so as to solicit small businesses. Commissioner Watkins and Lucas stated that they would like to see a monthly detailed report from Procurement.

Ms. Daley distributed the Matrix shown below.

<table>
<thead>
<tr>
<th>Solicitation #</th>
<th>Project Description</th>
<th>Annual Contract</th>
<th>Local Vendor Available</th>
<th>MWDBE Vendor Available</th>
<th>Distribution</th>
<th>Responses</th>
<th>Award Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14-003-ND</td>
<td>Architectural Services (Recreational Facilities)</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>68</td>
<td>25</td>
<td>7</td>
</tr>
<tr>
<td>14-004-D18</td>
<td>Gymnasium Lighting Community Centers</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>12</td>
<td>3</td>
<td>6</td>
</tr>
</tbody>
</table>

August 12, 2014
James Bumpus, Director of Small Business Affairs, reported on his efforts to secure small businesses. He reported on the following companies that had been utilized since January 1, 2014.

Macon-Bibb County Minority Prime Vendor Spending Detail
January 1, 2014-June 30, 2014

<table>
<thead>
<tr>
<th>Construction</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harmon Construction</td>
<td>Facilites Mgt.</td>
</tr>
<tr>
<td>Northeast Concrete</td>
<td>ECD</td>
</tr>
<tr>
<td>Northeast Concrete</td>
<td>SPLOST</td>
</tr>
<tr>
<td>Stafford Builders</td>
<td>SPLOST</td>
</tr>
<tr>
<td>Stafford Builders</td>
<td>ECD</td>
</tr>
<tr>
<td>Walkers General Cons.</td>
<td>ECD</td>
</tr>
<tr>
<td>C. Walker Const.</td>
<td>ECD</td>
</tr>
<tr>
<td>American Prop. Rest.</td>
<td>ECD</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Demolition</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Northeast Concrete</td>
<td>ECD</td>
</tr>
</tbody>
</table>
### INFORMATION TECHNOLOGY INFRASTRUCTURE

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Amount</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIE Media Group</td>
<td>IT</td>
<td>$85,000</td>
<td>MBE</td>
</tr>
<tr>
<td>Stenson Electronics</td>
<td>General Fund</td>
<td>$1,550</td>
<td>MBE</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
<td><strong>$86,550</strong></td>
<td></td>
</tr>
<tr>
<td><strong>DESIGN/ENGINEERING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZT-3 Placemaker Studio, Inc</td>
<td>ECD/Urban Authority</td>
<td>$3,154</td>
<td>WBE</td>
</tr>
<tr>
<td>Preston Testing &amp; Engineering</td>
<td>SPLOST</td>
<td>$15,485</td>
<td>WBE</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
<td><strong>$18,639</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PRINTING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Services Company</td>
<td>General Fund</td>
<td>$17,826</td>
<td>WBE</td>
</tr>
<tr>
<td><strong>MEDIA</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Que Pasa</td>
<td>General Fund</td>
<td>$400</td>
<td>MBE</td>
</tr>
<tr>
<td>The GA Informer</td>
<td>General Fund</td>
<td>$800</td>
<td>MBE</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
<td><strong>$1,200</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td><strong>$2,331,911</strong></td>
<td></td>
</tr>
</tbody>
</table>

### ACTION

*On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger, Bechtel and Lucas voting in the affirmative, the consulting services to determine if a Disparity Study may be necessary was removed from the agenda.*

5. **Supplemental Budget Requests**

   N/A

6. **Transfer of Funds**

Ms. Moore stated that a request to transfer funds from the Georgia Power Lawsuit to the Road Improvement Program had been received. The $57,000 would be used to acquire property along Jeffersonville Road. Mayor Reichert stated that Georgia Power had agreed to fund moving lines if it is a road construction project not just a streetscape project. The Jeffersonville Road Project is continuing to move forward even though it has been moved down on the MATS list. One of the first steps for a project is property acquisition. Commissioner Bechtel reminded the Commission that the Bibb County Board of Commissioners had an agreement with the Georgia Department of Transportation that the County would be reimbursed for all property acquisition but not for the soft costs associated with the acquisition.

### ACTION

*On motion of Commissioner Watkins, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger, Bechtel and Lucas voting in the affirmative, the transfer of funds from the Georgia Power Lawsuit to the Road Improvement Program was approved.*
There being no further business, the meeting was adjourned.

Janice S. Ross  
Training and Events Coordinator
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 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 forty-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:
__________________________
SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]
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

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 from 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 _________________________

Date ____________________________

Commissioner, DHS

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>Element of Expense</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>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></td>
<td></td>
</tr>
<tr>
<td>Maintenance Repair and Engineering Service</td>
<td>134,040</td>
<td>134,040</td>
</tr>
<tr>
<td>Upkeep of Grounds and Equipment</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>Security, System and Lease</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Third Party Lease Agreement</td>
<td>781,070</td>
<td>781,070</td>
</tr>
</tbody>
</table>

**Total Expense**

<table>
<thead>
<tr>
<th>Total Expense</th>
<th>1,247,145</th>
<th>1,247,145</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Square Footage of Building</td>
<td>107,232 sq. ft.</td>
<td></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 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Pro-rata Annual Cost to Human Services Program</td>
<td>11.630344 sq. ft.</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>
<thead>
<tr>
<th>Type Construction of Building</th>
<th>Date Acquired</th>
<th>Estimated Life (exclusive of land)</th>
<th>Cost to be used in Accumulating Depreciation</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. Masonry, Solid</td>
<td></td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2%</td>
</tr>
<tr>
<td>2. 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. Frame</td>
<td></td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4%</td>
</tr>
<tr>
<td>Additions: (if any)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** (Enter as Depreciation Expenses, 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

<table>
<thead>
<tr>
<th>Department of Human Services</th>
<th>Bibb County Dept of Family and Children Services 456 Oglethorpe Street Macon Georgia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Location of Building</td>
<td></td>
</tr>
<tr>
<td>General Description of Building (Attach sketch of space occupied.)</td>
<td>Three (3) story brick building</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Dimensions of Building</th>
<th>Length: 296'0&quot;</th>
<th>ft.</th>
<th>Width: 130'4&quot;</th>
<th>ft.</th>
<th>No. of Floors</th>
<th>3</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Square Footage of Building (Net usable space)</th>
<th>107,232</th>
<th>Average Square Footage per Floor (Net usable space)</th>
<th>35,744</th>
</tr>
</thead>
</table>

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 to 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/city fiscal authorities for the preceding county/city 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

ATTACHMENT 3.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 benefits of the human services program charged direct in the columns 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 upkeep 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, or 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, memos, 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 form the bank 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 superintendents, 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 to 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 interiors, floor refinishing, plastering, papering, etc. Also, include services of painters, 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 materials 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, part time, 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.

UPKEEP OF GROUNDS: Include services of gardeners, gardeners, etc., and agricultural and botanical supplies used in upkeep of building grounds. Do not include extensive grounds 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 items 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, hoes, 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 tenable areas only, i.e., offices, courtrooms, jury rooms, judges' chambers, etc. Do not include halls, corridors, stair wells, toilets, or other non-tenable 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 follow:

1. MASONRY, SOLID: Building of thick walls or fireproof construction - such as masonry, brick, concrete, concrete or cinder blocks, tile, brick and steel, steel frame, steel and stucco, etc.

2. MASONRY, FRAME: Buildings of the same exterior 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: Compute 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 wood building." Show general condition of repair: Excellent, Good, Fair, Poor, Ruined, Shabby, etc. Give measurements of building and square footage. Net usable space is gross square footage less non-tenable areas, such as halls, toilets, etc. Give location of human services program: "N.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 5465) 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 services in a private building. These three statements must be from a disinterested qualified person: realtor, 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 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. REICHERT, 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, Releasors), 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: ____________________________
    Robert A. B. Reichert, Mayor
    Date

Attest: ___________________________
        Sheilia Thurmond, Clerk of Commission
        Date

On Behalf of Flint Equipment Company:

By: ____________________________
    Signature of Authorized Official
    Date

Printed Name of Authorized Official

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

Signature of Notary Public

(Notary Seal/Stamp)
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 Car 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’ obligation to indemnify any Releasees 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: Robert A. B. Reichert, Mayor  Date

Attest: Sheila Thurmond, Clerk of Commission  Date

On Behalf of Nextran Truck Center:

By: Signature of Authorized Official  Date

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)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF TWO 2015
FORD F-250 TRUCKS EQUIPPED WITH SWAB ANIMAL TRANSPORT BODY FOR
USE BY THE ANIMAL WELFARE DEPARTMENT IN THE AMOUNT OF $75,300.00,
TO BE PAID FROM SPLOST FUNDS IN SUBSTANTIALLY THE SAME FORM AS
ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on June 9, 2014, Macon-Bibb County released an invitation for bids
regarding two 2015 Animal Welfare Trucks with Transport Body for use by the Macon-Bibb
Animal Welfare Department (hereinafter “Animal Welfare Trucks”); and

WHEREAS, the Macon-Bibb County Procurement Department emailed known suppliers
as well as advertised on the Macon-Bibb County Procurement page; and

WHEREAS, three (3) responses were received on the published date, July 24, 2014,
tabulated for responsiveness and provided to the user department for specification requirement
review; and

WHEREAS, after review of the bids, the local vendor, Nextran Truck Center, who was
the second low bidder was recommended for award; and

WHEREAS, the bid submitted by Nextran Truck Center for the two Animal Welfare
Trucks was seventy-five thousand three hundred dollars and 00/100 ($75,300.00), this amount
was nine hundred and forty dollars and 00/100 ($940.00) higher than that of the non-local low
bidder; and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this award,
in accordance with Code Sec. 19-5.1(g) and the recommended award is within 5% of the non-
local bidder’s price; and

WHEREAS, these vehicles will be used by the Animal Welfare Department to safely
transport animals; 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 two 2015 Ford F-250 trucks equipped with SWAB Animal Welfare Transport Body in the amount of $75,300.00 to be paid from SPLOST funds, with Nextran Truck Center in essentially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of ______________, 2014.

By: ______________________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ____________________________________
    SHELLIA THURMOND, Clerk of Commission
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY</th>
<th>ORDER DESC</th>
<th>COMPOUND</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

The following documents are included with this recommendation:

- Buyer’s Award Recommendation (this form)
- User Department Recommendation
- Official Bid Tabulation
- Copy of Recommended Vendor’s bid
- Addenda (if any)
- Original Invitation for Bids

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEXTRAN TRUCK CENTER</td>
<td>$75,300.00</td>
</tr>
</tbody>
</table>

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

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

Indicate why proposal should be rejected:

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

Award Requirements:

☐ HOLD FOR MBCC AWARD  ☑ HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 14-041-DAE was published on 7/9/2014. Emailed to known suppliers and advertised on Macon-Bibb County’s Procurement page. On the published due date (7/24/2014), three (3) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, the local vendor (Nextran Truck Center), who was the second low bidder, whose total bid price was $940.00 higher than the non-local low bidder was recommended for award. Procurement concurs with this award, in accordance with Sec.19-5.1(g), the recommended award is within 5% of the non-local low bidder’s price and therefore acceptable for award.

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td>[Signature]</td>
<td>8/14/14</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>[Signature]</td>
<td>8/14/14</td>
</tr>
</tbody>
</table>
Macon-Bibb County Procurement Department

Recommendation of Award
(To be completed by the department head)

To: Sarah Tenon
From: Doreen Eidmann

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Bid NO.</th>
<th>Commodity or Desc.</th>
<th>Department</th>
<th>Amount Budgeted</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/24/14</td>
<td>14-041-DAE</td>
<td>2015 Truck &amp; Body</td>
<td>Animal Welfare</td>
<td></td>
</tr>
</tbody>
</table>

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

Vendor Name: Nextran (Local)
Dollar Amount: $39,650 (Ea)

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

<table>
<thead>
<tr>
<th>Requirement as Stated in the Bid</th>
<th>How Low Bid Does Not Meet the Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefer theSwap Body Animal Transport Unit</td>
<td></td>
</tr>
</tbody>
</table>

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

Rejection Justification:

Name: Sarah Tenon
Title: Director Animal Welfare
Signature: [Signature]
Date: 3/12/14
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA  
COUNTY OF MACON-BIBB

Bid Number: 14-041-DAB  
"2015 Truck & Body"

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-five thousand three hundred dollars and 00/100 ($75,300.00) 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, 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 (120) 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, Section H. 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 Releasees 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: _______________________________  _______________________________
    Robert A. B. Reichert, Mayor  Date

Attest: _______________________________
        Shelia Thurmond, Clerk of Commission  Date

On Behalf of Nextran Truck Center:

By: _______________________________
    Signature of Authorized Official  Date

_______________________________  _______________________________
    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)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE MACON-BIBB COUNTY GOVERNMENT POLICIES AND PROCEDURES MANUAL’S SECTION 6.12, MACON-BIBB CONSOLIDATED GOVERNMENT ALCOHOL AND DRUG-FREE WORKPLACE POLICY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, it is the policy of Macon-Bibb County to provide a safe, healthy, and secure work environment for all employees; and

WHEREAS, it is also the policy of Macon-Bibb County to ensure that all employees perform their job duties in a safe, efficient, and productive manner; and

WHEREAS, the existing alcohol and drug policy was in need of further clarification and the revised policy provides guidance regarding prohibited conduct, testing, consequences, etc.; and

WHEREAS, the revised policy also includes an acknowledgement page to be signed by each employee as proof of their receipt and having read the policy; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Macon-Bibb County Commission that the existing Macon-Bibb County Government Policies and Procedures Manual Section 6.12 be amended, and it is hereby so resolved by the authority of the same that the Commission is authorized to accept the revised Macon-Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy, in substantially the same form as attached hereto as Exhibit “A.

SO RESOLVED this _____ day of ____________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ____________________________

SHELVIA THURMOND, CLERK OF COMMISSION
MACON BIBB CONSOLIDATED GOVERNMENT
ALCOHOL AND DRUG-FREE WORKPLACE POLICY

PURPOSE AND GOAL

Macon Bibb Consolidated Government (MBCG) is committed to providing a safe, healthy, and secure work environment for all of its employees; fostering the well-being and health of its employees; ensuring that all employees perform their job duties in a safe, efficient, and productive manner; ensuring that its equipment and facilities are maintained and utilized appropriately so as not to pose a risk of harm; and, protecting the health, safety, and welfare of citizens, visitors, and persons who interact with MBCG employees during the course and scope of their employment.

The intention of this policy is to eliminate substance abuse and its effects in the workplace. This commitment is jeopardized when any MBCG employee illegally uses drugs on or off the job; comes to work under the influence of drugs; possesses, distributes, or sells drugs in the workplace; or, abuses alcohol on the job.

Therefore, MBCG has established, adopted, and will enforce the following policy to address drug and alcohol abuse:

APPLICATION

Unless otherwise provided, this policy applies to all employees of MBCG, applicants for employment who are offered positions with MBCG, applicants for safety-sensitive positions with MBCG, volunteers, interns, contract employees, and contractors when they are on MBCG property or when conducting any MBCG business in any location. This policy also applies during off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on MBCG premises and will not be permitted to conduct any MBCG business if found to be in violation of this policy.

MBCG is dedicated to assuring fair and equitable application of its alcohol and drug-free workplace policy. Supervisors, managers, and department heads are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager, or department head who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to termination.

Approved and Adopted, ______, 2014

Page 1

MBCG Policies and Procedures

EXHIBIT A
DEFINITIONS

1. "Alcohol" includes any beverage or substance containing alcohol manufactured for the primary purpose of personal consumption or as defined in 49 C.F.R. Part 382. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as indicated by an evidential breath test.

2. "Illegal Drugs" refers to marijuana, cocaine, amphetamines, methamphetamine, opiates (including heroin and codeine), phencyclidine, and all other "controlled substances" as defined in Title 16 of the Official Code of Georgia Annotated and/or 49 C.F.R. Part 382. Use of any illegal drug or any substance identified in Title 16 of the Official Code of Georgia Annotated and/or 49 C.F.R. Part 382 is prohibited at all times unless a legal prescription has been written for the substance.

3. "Over-the-Counter Medications" includes any substance which does not require a prescription but which has the capacity to affect a person physically, mentally, or emotionally, or which could otherwise affect a person's ability to safely perform any essential job function.

4. "Prescription Drugs" means any substance which is attainable only by lawful prescription from a physician or other authorized medical provider. A lawful prescription must include the patient's name, name of the substance, quantity/amount to be taken, and the period of authorization.

5. "Safety-Sensitive Employees" are those employees who perform safety-sensitive functions, including but not limited to the use of dangerous equipment which may cause serious injury or harm to the operators or others, or a position which involves duties, functions, or situations which have the potential of causing serious injury or harm to the employee or others. Safety-sensitive functions include all time from the time an employee begins work or is on call for work and all responsibility for performing work. Safety-sensitive positions include, but may not be limited to the following:

   a. Any duty related to inspecting equipment;
   b. Driving or operating, in any manner, a motor vehicle;
   c. Driving or operating, in any manner, a commercial motor vehicle;
   d. Loading or unloading a vehicle, supervising or assisting in the loading or unloading, remaining in readiness to operate a vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
   e. Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;

Approved and Adopted, __________ 2014
6.12

f. Maintenance of any motor vehicle or motorized equipment;
g. Maintenance and custodial functions;
h. Dispatch personnel;
i. Security personnel;
j. Law enforcement personnel;
k. Any employee who holds a commercial driver’s license;
l. Employees of the parks and recreation department who work closely with families and children of Macon Bibb County.

PROVISIONS

1. Authorized Prescribed Medicine

The use of physician-prescribed or over-the-counter medications and drugs will not be, per se, a violation of this policy. However, any employee who is taking any medication or drugs which could interfere with the safe and effective performance of duties or operation of vehicles or equipment shall notify his or her supervisor before beginning work. Failure to do so may result in disciplinary action, including termination. If there is a question regarding such employee’s ability to safely and effectively perform assigned duties, pre-clearance from a physician will be required.

2. Prohibitions

The following conduct is expressly prohibited, and violations shall result in disciplinary action, which may include termination. Where criminal activity is suspected, Macon Bibb County law enforcement shall be notified.

a. Unauthorized use, consumption, possession, manufacture, growth, distribution, dispensation, or sale of controlled substances or illegal drugs or drug paraphernalia on MBCG premises, in MBCG-supplied vehicles, in any MBCG work area, or while wearing a MBCG uniform or insignia.

b. Unauthorized use, consumption, possession, manufacture, distribution, dispensation, or sale of alcohol, while on duty, on MBCG premises, in MBCG-supplied vehicles, in any MBCG work area, or while wearing a MBCG uniform or insignia.

c. Being under the influence of an unauthorized or controlled substance or illegal drug or alcohol, while on duty, on MBCG premises, in MBCG-supplied vehicles, or in any MBCG work area.

d. The use or possession of alcohol or illegal drugs off MBCG premises and while not on duty may be cause for discipline where such conduct can be shown to

Approved and Adopted, ______, 2014    Page 3    MBCG Policies and Procedures
have a direct and material adverse impact on MBCG's interests, including public image.

c. Reporting to work or engaging in any work activity whatsoever on behalf of MBCG in a condition which could pose a threat of harm to the employee or other person, or reporting to or engaging in any work on behalf of MBCG in a condition which could impair the ability to satisfactorily perform any essential function of the job due to the use of drugs or misuse of alcohol.

d. A conviction or possession of any illegal drug at any time or place is cause for immediate termination.

e. Storage in a locker, desk, automobile, or other repository on MBCG property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol whose storage is unauthorized.

f. Switching or adulterating samples.

i. Refusing to consent to or submit a breath, urine, hair, or blood sample for testing, or refusing to undergo a drug or alcohol test(s), which may include an inability to provide a sufficient urine specimen, saliva sample, or breath sample without a valid medical explanation; a verbal declaration of refusal to undergo a drug or alcohol test(s); obstructive behavior; or, physical absence resulting in the inability to conduct the test.

j. Failure to notify, in writing, MBCG of any arrest or conviction under any drug or alcohol statute for a violation occurring in the workplace, within five (5) days of the arrest or conviction.

k. Abusing or misusing prescription drugs or over-the-counter medications, which includes but is not limited to the use, possession, sale, or solicitation for the purpose of purchase or sale of any prescription medication for which the employee lacks a valid prescription.

l. Failure to notify a supervisor of the use of a prescription drug which may alter the employee's behavior or physical or mental ability. If an employee obtains a performance-altering prescription, the employee must also obtain a written release from the attending physician which states that the employee can perform his/her job duties while using the medication as prescribed.

m. Refusing to sign a statement agreeing to abide by MBCG's Alcohol and Drug-Free Workplace Policy, and any other forms required during any testing process.

n. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy, including but not limited to providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy.

o. Hindering, delaying, or obstructing a drug or alcohol test(s), including but not limited to tampering with a sample or interfering in any way with the chain of custody; providing false information in connection with a test; or, falsifying test results through tampering, contamination, adulteration, or
substitution. Any employee who is suspected of false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed specimen collection.

Any employee reasonably suspected of violating any of these provisions shall be suspended from his/her job duties pending an investigation and verification of condition. The employee will be subject to alcohol and/or drug testing and, if the employee is under the influence of a prohibited substance or fails to pass a drug or alcohol test, he/she shall be terminated.

3. Drug and Alcohol Treatment

a. An employee who voluntarily identifies himself/herself as a user of drugs or abuser of alcohol prior to being asked or required to take a drug/alcohol test will not be subject to disciplinary action if the employee seeks immediate assistance and treatment through MBCG’s Employee Assistance Program or a similarly available treatment program.

b. Failure to comply with all requirements of a treatment program, or continued use of drugs or alcohol during or after completion of such a program, will result in an appropriate disciplinary action if such use results in a violation of this policy.

c. Nothing in this policy is intended to discriminate against any person on the basis of addiction to drugs or alcohol or on the basis of an individual’s medical history of addiction to drugs or alcohol pursuant to the Americans with Disabilities Act (ADA). However, MBCG reserves the right to take into account, for purposes of employment or disciplinary action, any history of criminal activity related to such use to the extent that such may lead to disqualification from employment.

4. Searches

a. MBCG reserves the right to search for evidence of prohibited conduct at any time and without notice or employee consent of all areas and property, real or personal, which are owned or controlled by MBCG or where MBCG has the right to control, including joint control with an employee. Such areas and property include, but are not limited to MBCG-owned or leased or controlled buildings, parks, land, motor vehicles, desks, lockers, files, or storage containers.

b. With respect to personal property not owned or controlled by MBCG, but which is in the possession or control of the employee on MBCG premises or located in a MBCG-supplied vehicle or in a MBCG work area, and where any supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of alcohol or drugs, and where alcohol or drugs are suspected to be inside such

Approved and Adopted, ______ 2014       Page 5       MBCG Policies and Procedures
personal property, the employee may be ordered to submit said personal property to a search. Such may include orders to unlock and open vehicles, tool boxes, lunch boxes, lockers, etc., and to turn inside out clothing pockets and billfolds, purses, envelopes, sacks, etc. The refusal of the employee to comply with such order may be cause for discipline, including termination.

5. Testing

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 C.F.R. Part 40, as amended.

a. Pre-Employment Testing:

Applicants for all positions of employment with MBCG must undergo pre-employment drug testing after a conditional offer of employment has been extended but before the employee is placed on payroll. This requirement also applies to seasonal employees, interns, and any other persons who will be working in any MBCG facility. A negative drug test is a prerequisite for employment with MBCG. Failure of a pre-employment drug test disqualifies an applicant for employment with MBCG.

b. Pre-Employment, Promotion, or Transfer to Safety-Sensitive Positions Testing:

i. MBCG shall require, as part of the employment process, that all applicants for initial employment for, or appointment or promotion or demotion or transfer to, any "safety-sensitive" positions (as defined in the "Definitions" section of this policy), must submit to a pre-employment drug and alcohol screening/testing in order to determine the individual's suitability for employment or appointment. The results of such screening/testing will be revealed to the applicant and the applicant will be allowed to request a confirmatory test. Such retest shall be coordinated by the Human Resources/Risk Management Department and shall be performed on the original specimen provided by the applicant and shall be at the applicant's expense. Additionally, the applicant shall be given an opportunity to explain or to provide a bona fide verification of a valid current prescription for any drug identified in the drug screening/testing. The applicant will be informed if the reasons for rejection for employment or appointment include the results of the

Approved and Adopted, ______, 2014 Page 6 MBCG Policies and Procedures
screening/testing.

ii. An employee who screens/tests positive for alcohol or drugs will be in violation of this policy and may be subject to disciplinary action, including termination. An applicant who tests positive shall not be hired. Refusal of an employee-applicant to submit to the screen/test will be cause for rejection of the appointment or employment of such applicant.

c. Regular Physical Examinations:

Whenever MBCG’s standard policy requires an employee in a “safety-sensitive” position (as defined in the “Definitions” section of this policy) to undergo a physical examination, that examination may include a breath, saliva, urine, and/or blood tests for alcohol and drugs. Opportunity for confirmatory testing shall be provided as set in this policy. An employee who tests positive for alcohol or drugs during such a physical exam will be in violation of this policy. Refusal of the employee to submit to the test will be cause for discipline, including termination.

d. Accidents Resulting in Property Damage:

i. Any employee who is involved in a motor vehicle accident while operating a MBCG vehicle or equipment or any job-related motor vehicle accident or any other accident which results in property damage will be required to submit to drug and/or alcohol testing. The employee will be taken to a collection site to provide the required urine and/or blood and/or breath and/or saliva specimen as soon as possible after the accident.

ii. An alcohol test should be completed within two (2) hours of the accident or report of injury but no more than eight (8) hours after the accident or report of injury. A drug test should be completed within eight (8) hours of the accident or report of injury but no more than thirty-two (32) hours after the accident or report of injury.

iii. All cases involving post-accident testing must be immediately reported in writing to Risk Management/Human Resources.

iv. The record of the test results shall be included with the report to Risk Management/Human Resources. The facts underlying the determination to require testing shall be disclosed to the employee at the time the order is given.

v. An employee who tests positive for drugs or alcohol as a result of such testing will be in violation of this policy. Opportunity for confirmatory drug testing shall be provided as set in this policy.

Approved and Adopted, ________, 2014    Page 7    MBCG Policies and Procedures
e. Other Post-Accident Testing:

i. When an employee is involved in an on-duty motor vehicle collision or an off-duty motor vehicle collision while operating a MBCG vehicle, or is injured during the course of their employment, alcohol and drug testing will be performed.

ii. An alcohol test should be completed within two (2) hours of the accident or report of injury but no more than eight (8) hours after the accident or report of injury. A drug test should be completed within eight (8) hours of the accident or report of injury but no more than thirty-two (32) hours after the accident or report of injury.

iii. The Supervisor or Department Head shall require tests for injuries received on the job, but for which medical attention is not necessary.

iv. All employees who have been involved in an on-the-job accident, injury, or serious safety violation under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event shall be required to submit to a drug and/or alcohol test. “Involved in an on-the-job accident or injury” means not only one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

v. An employee who is required to submit to a test after an on-the-job injury will be escorted to a testing site as soon as practical within the parameters set forth in Section ii above.

vi. An employee who refuses to provide a blood, urine, breath, or saliva sample as required for testing within the time set forth in this policy shall be advised by Risk Management/Human Resources in writing that such a refusal may result in the forfeiture of all compensation to which the employee may be entitled under the Workers’ Compensation Laws of the State of Georgia, and may affect the approval of leave benefits offered by MBCG. Such refusal shall constitute a violation of this policy, and shall result in disciplinary action up to and including termination.

vii. Pursuant to Georgia’s Workers’ Compensation laws, if the amount of alcohol in the employee’s blood within three (3) hours of the time of an alleged accident, as shown by chemical analysis of the employee’s blood, urine, breath, or other bodily substance, is 0.08 grams or greater, there shall be a rebuttable presumption that the accident and injury or death were caused by the consumption of alcohol. The amount of any alcohol found in the employee’s blood at any time after the accident, however, may disqualify the employee from workers’ compensation benefits.

viii. If any amount of marijuana or a controlled substance as defined in this policy, paragraph (4) of Code Section 16-13-21, Code Sections 16-13-25

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through 16-13-29, Schedule I-V, or 21 C.F.R. Part 1308 is in the employee's blood within eight (8) hours of the time of the alleged accident, as shown by chemical analysis of the employee's blood, urine, breath, or other bodily substance, there shall be a rebuttable presumption that the accident and injury or death were caused by the ingestion of marijuana or the controlled substance. The amount of any marijuana or controlled substance in the employee's blood discovered during any time frame, however, may disqualify the employee from workers' compensation benefits.

ix. This testing is performed in addition to any testing ordered by law enforcement authorities.

f. Reasonable Suspicion Testing:

i. Whenever a supervisor, Department Head, member of Human Resources, or member of Risk Management has a reasonable suspicion that any employee on duty or scheduled for duty is intoxicated or under the influence of alcohol or drugs, the employee may be ordered by MBCG to submit to a drug and/or alcohol test. Refusal of an employee to submit to the test will be cause for discipline, including termination.

ii. The Department Head or his/her designee shall be notified of the circumstances necessitating the test as soon as possible.

iii. The supervisor or Department Head shall fully document all appropriate witnesses as soon as possible.

iv. "Reasonable suspicion" is that quantity of proof or evidence that is more than intuition or strong feeling, but less than probable cause, and must be based on specific, objective facts or reasonable inferences drawn from facts that would cause a reasonable person to suspect that the employee is or has been using drugs or alcohol.

v. Such "reasonable suspicion" facts include, but are not limited to any one or more of the following:

1. Direct observation of prohibited drug or alcohol use;
2. Slurred speech;
3. Alcohol beverage odor on breath;
4. Unsteady walking and movement or other such physical appearance;
5. An accident involving MBCG property;
6. An on-duty motor vehicle accident;
7. Physical altercation;
8. Verbal altercation;

Approved and Adopted, 2014
9. Lapse in cognitive abilities;
10. Aggressive, hostile, threatening, disruptive, or unusual behavior;
11. A report of prohibited drug or alcohol use as provided by a reliable and credible source;
12. Evidence that an employee diluted, tainted, tampered, or interfered with any breath, blood, saliva, or urine sample, or any test required under this policy, or that the employee attempted to do the same;
13. Evidence that the employee is involved in the use, possession, sale, solicitation, or transfer of prohibited drugs;
14. Drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol observed or discovered in a location in which the employee had primary control or access, including but not limited to desks, lockers, equipment, machines, or vehicles. The employee must have accessed the location within twelve (12) hours prior to the discovery of such items;
15. Conviction for a drug-related offense in the workplace or during work hours;
16. Repeated or flagrant violations of MBCG’s safety or work rules which are determined by a supervisor to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug and/or alcohol abuse;
17. Tardiness or absence indicative of off-duty use of alcohol or prohibited drugs, which renders the employee unable or unwilling to perform duties.

vi. Any employee ordered to be tested based upon reasonable suspicion shall be immediately removed from duty, escorted to the testing facility, and taken home (unless other suitable arrangements have been made to transport the employee, including calling a cab). Under no circumstances will the employee be allowed to drive himself/herself home. The employee shall turn in keys to a MBCG vehicle, building, or office, as well as his/her identification badge or any other property belonging to MBCG.
g. **Random Drug Testing:**

i. Employees identified below are subject to alcohol and/or drug testing on a random basis.

1. **Safety-Sensitive Positions:**

   In order to ensure a safe working environment, promote employee efficiency, protect MBCG from liability, and protect MBCG's assets, other employees, and the public, individuals employed in safety-sensitive positions shall be subject to testing on a random basis.

2. **Commercial Drivers:**

   Individuals employed as operators of vehicles or equipment requiring the Commercial Driver's License (CDL) shall be subjected to additional alcohol and drug testing on a random basis as required by 49 Code of Federal Regulations Part 382, as amended.

ii. Tests will be ordered on a random, unannounced basis from the pool of CDL and safety-sensitive employees throughout the year.

iii. A random number table or computer-based random number generator will be used to select employees for random drug and alcohol testing, thereby allowing each employee an equal chance of being tested each month.

iv. The percentage of employees in the CDL random testing pool to be selected for breath alcohol testing and the percentage of employees in the CDL random testing pool to be selected for substance abuse testing shall be determined by the United States Department of Transportation and the Federal Motor Carrier Safety Association’s Random Testing Rates, published annually.

v. At least 2-10% of safety-sensitive employees per department will be selected and tested for alcohol and drugs each year.

vi. An employee's name will remain in the pool after being selected so that every employee will have an equal chance of being tested each time selections are made. Therefore, it is possible that any employee who is randomly selected may be randomly selected again during the same year.

vii. Any employee with a confirmed positive drug or alcohol test will be removed from his/her position to a substance abuse professional for
assessment at the employee’s expense. A confirmed positive drug or alcohol test will result in termination of employment.

viii. The County Administrator or Risk Management or Human Resources shall ensure that all departments comply with all reporting and recordkeeping requirements of 49 Code of Federal Regulations Part 382, as amended.

h. After-Care Testing:

i. Employees in safety-sensitive positions returning to work from an approved, self-referred treatment program for drug or alcohol abuse will be subject to frequent, unannounced urine and/or breath testing following return to duty. Follow up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed during the first year following return to duty.

ii. Employees who re-enter MBCG’s work force following self-referral to a drug or alcohol treatment program or facility must agree to a re-entry agreement with MBCG. The agreement may include, but is not limited to:

1. A release to work statement from the substance abuse professional;
2. A negative test for alcohol and/or drug use;
3. An agreement to submit to unannounced and frequent follow-up testing for a period of one (1) to five (5) years with a minimum of six (6) tests to be administered during the first year following return to duty;
4. Statement of work-related behaviors;
5. An agreement to follow specified after-care requirements with the understanding that violations of the re-entry agreement shall be grounds for termination of employment.

i. Return to Duty Testing:

Employees who are absent from work on any leave for thirty (30) days or longer shall be tested for drugs immediately prior to returning to work and before performing any job duties. Any employee who screens/tests positive for alcohol or drugs will be in violation of this policy and may be subject to further disciplinary action, including termination. Refusal of an employee to submit to the screen/test will also be cause for disciplinary action, including termination.

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6.12  

j. Consent Testing:

When any employee has consented to a drug or alcohol test, the consent must be signed by the employee and a supervisor from the employee's department or an authorized person from the Human Resources Department or Risk Management Department. This consent shall also include consent to the release of the test results to MBCG's Human Resources or Risk Management Department. Absent such signature, the testing provider will note on the form the individual’s refusal and attempt to go forward with the test. Continued refusal by the employee constitutes failure to obey an order to submit to the test and is grounds for disciplinary action, including termination. The failure of an employee to provide a urine specimen within two hours of the request at the test site is tantamount to a refusal. Refusal by an applicant to sign the consent form and/or be tested shall be grounds for rejection of the application.

6. Testing Procedures

a. Testing for the presence of alcohol and/or drugs may be conducted by analysis of breath, urine, hair, saliva, and/or blood.

b. In any situation in which the employee has been ordered to be tested or tests positive and the employee refuses assistance in leaving the building or property or insists on leaving in his/her own vehicle, supervisors and/or department heads must document the situation and, depending on the circumstances, contact the Macon Bibb County Sheriff's Office non-emergency line and provide the sheriff's department with the employee's name, vehicle description, and license plate number. However, if the employee is extremely agitated, violent or is making threats of violence, leaves the premises in a MBCG vehicle, or if it is believed that the employee has violated the law, 9-1-1 must be called.

c. The drug and/or alcohol analysis may test for alcohol or a controlled substance which could impair an employee's ability to safely or effectively perform the function of his/her job. Controlled substance means any drug listed in 21 U.S.C. 812 and other federal regulations and any “illegal drugs” as defined in the Definitions section of this policy. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

d. Lab reports and/or test results will not be placed in the employee's personnel record. This information will remain in a separate medical record that will be securely kept under the control of Risk Management/Human Resources. Test results will only be released by Risk Management/Human Resources to MBCG
officials on a strictly need-to-know basis, to the tested individual upon request, and other persons required by law. Such release may also occur in case of the following events:

i. The information is compelled by law or by judicial or administrative process, including disciplinary proceedings;

ii. The information is needed as evidence in a disciplinary hearing involving the subject employee;

iii. The information is needed to determine eligibility for employee benefits, including sick leave, disability pension, retirement benefits.

iv. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

7. **Drug/Alcohol Screen Analysis**

   a. **Alcohol**:

      i. For purposes of this prohibition, an employee shall be deemed to be “under the influence” of alcohol where a blood alcohol content by weight of alcohol exists in the person’s blood exceeding .04 percent.

      ii. An employee may be found to be “under the influence” where blood alcohol content by weight of alcohol exists in the person’s blood is less than the foregoing amounts and other competent evidence shows job performance or employee safety to be affected.

      iii. Pursuant to Georgia’s Workers’ Compensation laws, if the amount of alcohol in the employee’s blood within three (3) hours of the time of an alleged accident, as shown by chemical analysis of the employee’s blood, urine, breath, or other bodily substance, is 0.08 grams or greater, there shall be a rebuttable presumption that the accident and injury or death were caused by the consumption of alcohol. The amount of any alcohol found in the employee’s blood at any time after the accident, however, may disqualify the employee from workers’ compensation benefits.

      iv. If any amount of marijuana or a controlled substance as defined in this policy, paragraph (4) of Code Section 16-13-21, Code Sections 16-13-25 through 16-13-29, Schedule I-V, or 21 C.F.R. Part 1308 is in the employee’s blood within eight (8) hours of the time of the alleged accident, as shown by chemical analysis of the employee’s blood, urine, breath, or other bodily substance, there shall be a rebuttable presumption that the accident and injury or death were caused by the ingestion of marijuana or the controlled substance. The amount of any marijuana or controlled substance in the employee’s blood discovered during any time...
frame, however, may disqualify the employee from workers' compensation benefits.

v. No CDL employee shall perform his/her safety-sensitive job functions within eight (8) hours after using alcohol.

vi. Alcohol screening will be conducted using a federally approved testing device operated by a trained technician. An initial screening will be conducted first. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using a federally approved evidential breath testing device operated by a trained breath alcohol technician.

vii. Any tested employee with a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from duty for 24 hours without pay. This removal from duty will be treated as an unexcused absence subject to termination of employment for a second offense. A confirmed alcohol concentration of 0.04 or greater shall constitute a positive alcohol test in violation of this policy and a violation of the federal requirements for safety sensitive employees set forth in 49 C.F.R. Part 654, and the employee may be subject to termination of employment.

b. Drugs:

i. The drug screen analysis will include those agents that most frequently are the drugs of abuse. The list will be subject to review and modification. Each drug screening may include a test for the following illicit narcotics or drugs:

1. Amphetamines (Benzedrine, Dexedrine, Methamphetamine);
2. Barbiturates (Seconal, Phenobarbital, Pentobarbital);
3. Benzodiazepines;
4. Cannabinoid metabolites (Marijuana, Hashish, THC);
5. Opiate derivatives (Heroin, Morphine, Codeine);
6. Cocaine metabolites (Benzoylcegonine, Ecgonine, Crack);
7. Phencyclidine (P.C.P.);
8. In any instance in which there is reason to believe an employee is abusing a substance other than what is listed above, MBCG reserves the right to test for additional drugs under its own authority using standard laboratory testing protocols.

ii. To ensure accuracy and fairness of the testing program, all testing will be conducted by medical personnel.

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iii. Two types of drug tests may be employed: initial screening tests, often referred to as color tests; and confirmatory tests. Initial screening (color) tests are designed to distinguish negative from presumptive positive samples. Confirmatory tests positively identify a drug or metabolite when preliminary or field tests indicate their presence. Drug screening technologies will include gas chromatography/mass spectrometry (GC/MS) analysis and may include other tests as follows:

1. Enzyme Immunoassay (EIA);
2. Radioimmunoassay (RIA);
3. Fluorescence Polarization Immunoassay (FPIA);
4. Intoxilyzer Model 5000 (for alcohol);
5. Field tests such as Abuscreen® Assays.

iv. Thresholds have been established which set the limit at which a drug test may be called positive. Specimens containing the drug or metabolite below the threshold are identified as “negative.” All specimens identified as positive on the initial test shall be confirmed.

1. The initial and confirmatory drug test cutoff values promulgated by the Department of Health and Human Services (Federal Register, Vol. 53, No. 69, published April 11, 1988), and as amended, are hereby adopted as the cutoff values for this policy. These tests levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

2. Threshold levels specified by the reagent manufacturers will be used for drugs or compounds not listed in the Federal Register, or specified by law.

c. **Acceptable Laboratories:**

i. Only laboratories currently certified to meet Subpart C of Mandatory Guidelines for Federal Workplace Drug Testing Programs (53 F.R. 11986) may conduct confirmatory drug tests.

ii. Chain of custody procedures will be followed and documented.

iii. Specimens found to be positive will be maintained (frozen) for one year, unless the laboratory is otherwise directed.

iv. An inadvertent failure to comply with a requirement of this protocol which does not render the test result unreliable shall not prevent MBCG
from imposing disciplinary action, including termination, against the employee.

d. All positive drug results will be interpreted by a physician approved by MBCG as a Medical Review Officer (MRO) before the results are reported to MBCG. The MRO will make reasonable efforts to ascertain whether there may be a legitimate medical explanation for any positive test result by requesting information from the employee prior to administering the test.

e. Upon notification of a verified positive result for drugs, the employee may request that the remaining portion of his/her (original) split specimen undergo a second confirmation test at his/her expense at a different DHHS laboratory. If the test conducted at the employee’s request is negative for the presence of drugs, a third test may be made at MBCG’s sole expense at a separate DHHS facility of its choosing. The results of the third facility will be determinative. If the results from the third facility are negative, all prior positive tests will be disregarded and shall not be the basis for any disciplinary or adverse action.

f. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 C.F.R. Part 40, as amended. The employee’s request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified result. Requests after 72 hours will only be accepted if the delay in the request was due to documented facts beyond the control of the employee.

g. MBCG will make reasonable efforts to notify the employee of a positive test within five (5) days from the date it receives the test results. Because the results of a breath alcohol test are immediately available, this provision will not apply to alcohol tests conducted in such a manner.

h. In the event that it is not reasonable under the circumstances to conduct an alcohol test based on a breath test, MBCG reserves the right to test for the presence of alcohol by a blood, or other, test analysis. If this procedure is used, MBCG will make reasonable efforts to notify the employee of a positive test within five (5) days from the date it receives the test results. An MRO will not be used when a blood test for alcohol is administered.

8. Program Administration:

a. Risk Management/Human Resources is responsible for the overall administration of the program.

b. Responsibilities are to:

i. Prepare a report outlining the number of tests given; the basis of the tests (random, pre-employment, post-accident, etc.); the results on a summary
basis; and, the costs incurred in the program.

ii. Provide Department Heads with the names of employees selected at random to be tested.

iii. Assist Department Heads in the administration of MBCG's Drug-Free Workplace Program.

iv. Assist employees who voluntarily come forward to get assistance with any substance abuse problems.

v. Receive the results of all drug tests and maintain the information in a secure file for a minimum of five (5) years. When positive results are received, notify the appropriate Department Head. The Department Head will provide the person tested with an opportunity to explain the results prior to personnel action being taken.

vi. Designate collection sites and perform other actions necessary to implement this policy.

9. Consequences for Violation of this Policy:

a. One of the goals of the alcohol and drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates this policy, the consequences are serious.

b. MBCG will allow all applicants and employees who test positive for alcohol and/or drugs the opportunity to explain the test results prior to taking an adverse action.

c. If an applicant tests positive for drugs and/or alcohol and is unable to provide a reasonable explanation for the result, MBCG will withdraw the offer of employment or, in the case of applicants applying for safety-sensitive positions, MBCG will not offer employment.

d. Violation of this policy may result in severe disciplinary action, including discharge for a first offense at MBCG's sole discretion.

10. Confidentiality:

All reports of test results for drugs and alcohol, searches, or any employee referred to or participation in an EAP program or treatment program for addictive disorders will be maintained in strict confidence. Any person authorized to have access to such confidential information who, without authorization, discloses it to another person shall have engaged in gross misconduct and shall be subject to severe disciplinary action up to and including termination of employment.

The confidentiality of such information shall not apply to any use by or communication to the office of the MBCG Attorney, or where the information is relevant to the MBCG’s
defense in an administrative or civil action. Such information may also be disclosed to the extent required by any federal, state, or local law, statute, ordinance or regulation. All personal health information shall be maintained in accordance with the Health Insurance Portability and Accountability Act (HIPAA); access to such information shall be limited to individuals who need the information to process claims under a MBCG program, or to individuals for whom the employee has signed a release form and presented the form to the administrator of such program.

11. **Shared Responsibility:**

a. A safe and productive alcohol and drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

b. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

c. In addition, employees are encouraged to:

   i. Be concerned about working in a safe environment.
   ii. Support fellow workers in seeking help.
   iii. Request information from Human Resources or Risk Management on alcohol and/or drug rehabilitation programs in the community.
   iv. Report dangerous behavior to their supervisor.

d. Supervisors’ responsibilities are to:

   i. Assist Human Resources and Risk Management in informing employees of the Alcohol and Drug-Free Workplace Policy.
   ii. Observe employee performance.
   iii. Work with Human Resources and/or Risk Management to investigate reports of dangerous practices.
   iv. Document negative changes and problems in performance and to counsel employees as to expected performance improvement.
   v. Refer employees to Human Resources or Risk Management for information on alcohol and/or drug rehabilitation programs in the community.
   vi. Clearly state consequences of policy violations.
12. Training:

a. In an effort to ensure that department heads, managers, supervisors, the Mayor, and members of the County Commission continue to be informed and educated on MBCG’s alcohol and drug policies, updated training will be required every three (3) years.

b. Any employee hired or promoted into a supervisory position must receive training on this policy within one (1) year of hire or promotion.

c. All employees will receive training on this policy upon hire at orientation.

13. Communicating the Alcohol and Drug-Free Workplace Policy:

a. All employees will receive a written or electronic copy of this policy.

b. This policy will be reviewed in orientation sessions with new employees.

c. All employees will receive an update of this policy annually.

d. Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.
MACON BIBB CONSOLIDATED GOVERNMENT
ALCOHOL AND DRUG-FREE WORKPLACE POLICY

ACKNOWLEDGEMENT

I hereby acknowledge that I have received the Macon Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy. I have carefully and thoroughly read this Policy. I agree, without reservation, to follow the policy and procedures. I understand I may be required to submit to an alcohol and/or drug test. I also understand that failure to comply with the policy and procedures is the basis for discipline, including termination.

DATE ____________________________  EMPLOYEE’S SIGNATURE ____________________________

EMPLOYEE’S NAME (PRINTED) ____________________________

Approved and Adopted, ________, 2014  Page 21  MBCG Policies and Procedures
Tuesday, August 26, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on August 12, 2014
Meeting: Aug 26, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
8-12-2014.pdf (486 KB)

2. APPOINTMENTS TO KEEP MACON-BIBB BEAUTIFUL COMMISSION

Subject: A. A 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 26, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 2. APPOINTMENTS TO KEEP MACON-BIBB BEAUTIFUL COMMISSION
Access: Public
Type: Action

File Attachments
8-26-2014 - Res Appoint and Re-Appoint Keep Macon-Bibb Beautiful.pdf (2,954 KB)

3. AGREEMENT WITH HABITAT FOR HUMANITY TO DEMOLISH BLIGHTED STRUCTURE
4. GOVERNMENT CENTER ANNEX

Subject: A. A 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 26, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 4. GOVERNMENT CENTER ANNEX

Access: Public

Type: Action

File Attachments
8-26-2014 - Res Marketing or Sale Annex Bldg.pdf (586 KB)

5. EXTENSION AGREEMENT FOR LEASE OF OFFICE SPACE

Subject: A. A 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 26, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. EXTENSION AGREEMENT FOR LEASE OF OFFICE SPACE

Access: Public

Type: Action

File Attachments
8-26-2014 - Res Agrpmt of Extension Houston WIC 456 Oglethorpe (1).pdf (1,764 KB)

Subject: B. A 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 26, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category: 5. EXTENSION AGREEMENT FOR LEASE OF OFFICE SPACE

Access: Public

Type: Action
### 6. AGREEMENT WITH NEWTOWN FOR CONCERT

<table>
<thead>
<tr>
<th>Subject</th>
<th>A Resolution authorizing the Mayor to execute an agreement with NewTown Macon, Inc. to facilitate a concert at 448 Mulberry Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 26, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE</td>
</tr>
<tr>
<td>Category</td>
<td>6. AGREEMENT WITH NEWTOWN FOR CONCERT</td>
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<td>Access</td>
<td>Public</td>
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<td>Type</td>
<td>Action</td>
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</tbody>
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File Attachments

8-26-2014 - Res Agrmt Newtown MAcon concert 448 Mulberry.pdf (540 KB)
The Economic and Community Development Committee was called to order at 11:50 a.m. by Committee Chairman Schlesinger.

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

**COMMISSION MEMBER(S) ABSENT:**
Commissioner Ed DeFore

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

**OTHERS PRESENT:**
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Asst. County Attorney
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission

**VISITORS/GUESTS:**
Shannon Harvey, CEO of River Edge
Wanzina Jackson, Director of ECD
Cass Hatcher, River Edge
Alex Morrison, Urban Development Authority
Tony Rojas, Macon Water Authority
Kris Hattaway, Macon Water Authority

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1. Approval of Minutes from meeting on July 22, 2014

**ACTION:**

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Watkins voting in the affirmative, the minutes of July 22, 2014 were approved.

2. Proposals to Undertake Blight Study

Mayor Reichert stated that people talk to him daily about the abandoned and dilapidated houses. Mayor Reichert continued that these structures drag down the spirit of the neighborhood. He stated that he is excited about the possibilities of developing a plan to address the issue of blight. Although Macon-Bibb County is on track to tear down 100 houses a year, there are approximately 4,000 structures that meet the criteria for being demolished. One of the most pressing problems is that structures are being added to the demolition list faster than the government can get them down, so basically, you never catch up. Commissioner Bivins stated that there are structures all over the county that need to be demolished. When potential companies come to the area, they look at the neighborhoods and the condition of some does not encourage businesses to relocate here.
Commissioner Bivins continued that he would like to see a SPLOST dedicated to blight, improvement in the roads and storm water drainage; all of which continue to be a problem in the community. Commissioner Lucas stated that she would like to co-sponsor the resolution as she believes this is a problem that must be addressed. Commissioner Bivins continued that he would like to see redevelopment of neighborhoods addressed in the SPLOST. He is hopeful that the Blight Study would also help identify funding sources to help correct some of the issues associated with blight.

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Schlesinger voting in the affirmative, the resolution of the Macon-Bibb County Commission authorizing and directing the administration to seek proposals to undertake a comprehensive blight study was approved.*

3. Revenue Bond Allocation for Blighted Property

Commissioner Watkins stated that he had talked with the County Attorney and he believed that it would be possible to float revenue bonds to address the problem of blighted property. In the 2010 census there were 69,000 properties in Bibb County, 57,000 were occupied and 12,000 were vacant. Commissioner Watkins stated that although the government is working to tear down structures, there are so many that the Commission would never see the true benefits of demolishing these structures. Judd Drake, County Attorney, stated that it would be necessary for the government to partner with the Urban Development Authority who would issue the bonds and the government would repay them under an intergovernmental agreement.

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Schlesinger voting in the affirmative, the resolution of the Macon-Bibb County Commission 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 was approved.*

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Schlesinger voting in the affirmative, the Committee meeting was recessed at 10:45 a.m. so the Commission could attend the GEICO 40th Anniversary event.*

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Schlesinger voting in the affirmative, the Committee meeting was resumed at 12:55 p.m.*
4. Funding from Home Investment Partnership Program for Group Home

Wanzina Jackson spoke on the Home Investment Partnership Program which will provide the $299,994 for the low income disability facility. These funds are part of the National Affordable Housing Act of 1990 and cannot be used for anything other than housing for low income facilities. Cass Hatcher, Georgia Behavioral Health Services, spoke on the property located at 980 – 982 Schaffer Place which was donated by Mrs. Hardeman as a gift. The duplex has three bedrooms on each side and will be renovated to make it handicap accessible. It will be a green building and will house six residents. Mr. Hatcher continued that these residents will become part of the community and will be permanent residents for the rest of their lives. This will be the first duplex they have renovated although they do presently have eight more residences. Shannon Harvey, CEO of River Edge, thanked the Commissioners for their support of the project.

**ACTION:**

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

5. Heartbeat Incentive Grant

Judd Drake, County Attorney, address the need to amend the resolution approving continued participation in the Heartbeat Incentive Program. Mr. Drake explained as businesses develop more in the downtown district it is important to amend the original resolution to include the Central Business District which will allow for some buildings to be used as both residential and businesses. These areas will be defined as an Urban Redevelopment area.

**ACTION:**

*On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman and Schlesinger voting in the affirmative, the amended resolution of the Macon-Bibb County Commission, approving Macon-Bibb County’s continued participation in the “heartbeat Incentive Program” whereby proposed mixed used developments in the Urban Redevelopment area may be granted the benefit of reduced or eliminated property taxes according to the applicable saving schedule through the use of “Payment in Lieu of Taxes” (“PILOT”) transactions administered by the Macon-Bibb County Urban Development Authority was approved.*

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

____________________

Janice S. Ross  
Training and Events Coordinator
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: ______________________________________
SHELVIA THURMOND, CLERK OF COMMISSION

[SEAL]
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) 339-7053 Office
(478) 808-7350 Cell
carcswell@kmbbc.org
Derrick M. Catlett
Macon, GA 31216
derrick.catlett@gmail.edu

EDUCATION/ CERTIFICATIONS:
- International Society of Arboriculture Error! Bookmark not defined.
- Georgia Certified Landscape Professional
- Soil and Water Conservation Commission Level 1A
- Pesticide Applicators License Category 24

Jacksonville State University    Jacksonville, AL    January 2003- April 2005
  • Mathematics & Computer Science
Macon State College    Macon, GA    August 2001- May 2002
  • Mathematics
Perry High School    Perry, GA    Grad. May 2001
  • 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
    o Geodatabases built in ArcInfo using related tables, coded values and domains for efficiency and accuracy.
    o Data collection using Trimble Geo XH with templates I build using dropdown boxes and domains.
    o 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
. IBM Corporation, New Orleans, LA - July 1944 - March 1985 - Sales Representative
. Macon Junior College, Macon, GA - August 1970 - June 1974 - 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
PROFESSIONAL EXPERIENCE

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

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

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

Market Development Manager
- Executed Look 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

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: Mayor/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

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Served as Chairman of the Cherry Blossom Festival Queen & Princess Pageant (5 years)
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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)
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AWARDS
Georgia Homemaker of the Year- 1979
Service to Mankind Award- 1980
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President & Chairman of Board ARC - 1980-84
ACS Bunny Chichester Award -1988
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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.
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 IBBA
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 Associations; past Member Board of Directors, past Member

COMMUNITY ACTIVITIES
Vinings 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
Medcen 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 Murphy 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. Ray 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 subscribes 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 165,000 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.
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@kmmbc.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@kmmbc.org <pcarswell@kmmbc.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 ensured 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 UMWA 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 Chairman’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 Women’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 Counciil 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 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 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, 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 Oglethorpe 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 Oglethorpe Street for an additional period of one (1)
year.

SO RESOLVED this ____ day of ______________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
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 (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 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: ___________________________ Date ___________________________
    Robert A. B. Reichert, Mayor

Attest: ___________________________ Date ___________________________
    Sheila Thurmond, Clerk of Commission

On Behalf of Houston County Board of Health WIC Program:

By: ___________________________ Date ___________________________
    Signature of Authorized Official

Attest: ___________________________ Date ___________________________
    Signature of Unofficial Witness

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, 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 458 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 $1,767.92, 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: [Signature]
Chairman, Board of Commissioners

Attest: [Signature]
Clerk

(AFFIX COUNTY SEAL)

LANDLORD

HOUSTON COUNTY BOARD OF HEALTH

WIC PROGRAM

By: [Signature]
Archie Thompson, Chairman
Houston County Board of Health

Attest: ____________________________

TENANT

[Signature]

[Notary Public, Bibb County, Georgia]

[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 instalments 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 casually 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 reality, 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 hereinabove 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, peacefully 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:
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: River Edge Behavioral Health Center
Shannon T. Harvey, Chief Executive Officer
175 Emery Highway
Macon, Georgia 31217

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: _____________________________
Chairman, Board of Commissioners

Attest: ___________________________
Clerk

Signed, sealed and delivered
in the presence of:

Notary Public, Bibb County, Georgia


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

By: Shannon S. Harvey

Attest:

TENANT

Signed, sealed and delivered in the presence of:

Notary Public, Bibb County, Georgia
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEWTOWN MACON, INC. TO FACILITATE A CONCERT AT 448 MULBERRY STREET; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County owns the parking deck at 448 Mulberry Street, Macon-Bibb County, Georgia; and

WHEREAS, NewTown Macon, Inc., has proposed to host a concert atop the parking deck as the first in a series of pop-up concerts in downtown Macon-Bibb County; and

WHEREAS, said concert series would aim to bring residents into downtown and introduce them to underused properties in the downtown area;

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 NewTown Macon, Inc., to facilitate a concert at 448 Mulberry Street in form approved by the County Attorney’s Office.

SO RESOLVED this _______ day of ________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]
Tuesday, August 26, 2014
PUBLIC SAFETY COMMITTEE

Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Approval of Minutes From Meeting on August 12, 2014</th>
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<tr>
<td>Meeting</td>
<td>Aug 26, 2014 - PUBLIC SAFETY COMMITTEE</td>
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<tr>
<td>Category</td>
<td>1. APPROVAL OF MINUTES</td>
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<tr>
<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Minutes</td>
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</tbody>
</table>

File Attachments
8-12-2014.pdf (484 KB)

2. STATE COURT PROBATION TO SERVE MUNICIPAL COURT

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. A Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon - Bibb County Municipal Court</th>
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<tr>
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<tr>
<td>Category</td>
<td>2. STATE COURT PROBATION TO SERVE MUNICIPAL COURT</td>
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<td>Type</td>
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</tbody>
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File Attachments
8-26-2014 - Res Provider for Probation Services.pdf (571 KB)

3. REQUIREMENTS REGARDING ALARM COMPANIES

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. An Ordinance to revise Chapter 7, Section 2, Division II of the Code regarding the requirements of an alarm company to obtain a business license and penalties related to the operation thereof</th>
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<tbody>
<tr>
<td>Meeting</td>
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<tr>
<td>File Attachments</td>
<td>8-26-2014 - Ord revise Sec 2 Inaugural Code.pdf (471 KB)</td>
</tr>
</tbody>
</table>
The Public Safety Committee was called to order at 12:58 p.m. by Committee Chairman Shepherd.

**COMMITTEE MEMBERS PRESENT:**
- Commissioner Mallory Jones
- Commissioner Larry Schlesinger
- Commissioner Scotty Shepherd
- Commissioner Virgil Watkins
- Commissioner Elaine Lucas

**COMMISSION MEMBERS ABSENT**
- Mayor Robert A. B. Reichert
- Commissioner Ed DeFore
- Mayor Pro Tem Bert Bivins

**NEWS MEDIA:**
- Jim Gaines, The Telegraph

**VISITORS/GUESTS:**
- Tony Rojas, Macon Water Authority
- Kris Hattaway, Macon Water Authority

**OTHERS PRESENT:**
- Commissioner Gary Bechtel
- Commissioner Al Tillman
- Judd Drake, County Attorney
- Steve Layson, Asst. County Manager
- Chris Floore, Asst. to the County Manager
- Julie Moore, Asst. to the County Manager
- Reginald McClendon, Asst. County Attorney
- Janice Ross, Training & Events Coordinator
- Jean Howard, Asst. Clerk of Commission
- Crystal Jones, Sr. Asst. County Attorney
- Charles Coney, Asst. County Manager
- David Fortson, Director of Engineering

---

1. **Approval of Minutes from Meeting on July 8, 2014**

**ACTION:**

*On motion of Commissioner Schlesinger, seconded by Commissioner Watkins, and carried unanimously with Commissioners Lucas, Shepherd and Jones voting in the affirmative, the minutes of the July 8, 2014 meeting were approved as written.*

2. **Revision to the code: Chapter 5: Animals**

   **A.** An 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.

   Commissioner Shepherd stated that the fees charged by Macon-Bibb County are substantially lower than those charged by comparative governments. He stated that it is hoped by increasing the fees that it will encourage citizens to comply with the ordinances. Commissioner Shepherd stated that with each increase in fees, $5.00 will go to the mandated continuing education requirements for the staff of Animal Welfare. The ordinance states that it is the duty...
of the owner to provide adequate shelter, food, water and sanitary conditions for their pets at all time. The fees for violating this ordinance are as follows:

1. First offense, a minimum fine of $75.00
2. Second offense within a one year period, a minimum fine of $150.00
3. Third offense within a one-year period, a minimum fine of $225.00 with a mandatory appearance in Municipal Court
4. Fourth offense within a one year period, a minimum fine of $300.00 with a mandatory appearance in Municipal Court
5. In addition to the above fines, all fines, regardless of the number of the offense, shall include a $5.00 fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

**ACTION:**

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried with Commissioners Jones, Shepherd and Lucas voting in the affirmative, an ordinance of the Macon-Bibb County Commission, 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 the section and adding a fee to fund Animal Welfare education expenses was approved.

B. An 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.

Commissioner Shepherd stated that this ordinance was also to bring Macon-Bibb County in line with surrounding counties in regards to fees charged.

The Ordinance states that it is unlawful for any person to intentionally abandon any domesticated animal upon any public or private property or public right-of-way. The fees for this offense are as follows:

1. First offense, a minimum fine of $150.00
2. Second offense within a one year period, a minimum fine of $300.00
3. Third offense within a one year period, a minimum fine of $500.00 with a mandatory appearance in Municipal Court
4. Fourth offense within a one year period, a minimum fine of $1,500.00 with a mandatory appearance in Municipal Court
5. In addition to the above fines, all fines, regardless of the number of the offense, shall include a $5.00 fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

**ACTION:**

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried with Commissioners Jones, Shepherd and Lucas voting in the affirmative, an ordinance of the Macon-Bibb County Commission, 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 was approved.
C. An 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.

Commissioner Shepherd stated this ordinance was also to bring Macon-Bibb County in line with surrounding counties.

The Ordinance states that it is unlawful to leave a dog or cat tethered outdoors while unattended by its owner. The dog or cat must have access to suitable, edible and sufficient food, clean water and appropriate shelter. It is now unlawful to transport any dog or cat in the bed of a pickup truck unless the dog or cat is secured inside of a commercially designed container intended for the safe transport of dogs and cats or otherwise secured so as not to allow the dog or cat the ability to escape from the vehicle. The fees for this offense are as follows:

1. First offense, a minimum fine of $100.00
2. Second offense within a one year period, a minimum fine of $300.00
3. Third offense within a one-year period, a minimum fine of $500.00 with a mandatory appearance in Municipal Court
4. Fourth offense within a one year period, a minimum fine of $1,500.00 with a mandatory appearance in Municipal Court
5. In addition to the above fines, all fines, regardless of the number of the offense, shall include a $5.00 fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

**ACTION:**

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried with Commissioners Jones, Shepherd and Lucas voting in the affirmative, an ordinance of the Macon-Bibb County Commission, to revise Chapter 5, Section 5-22 of the inaugural code of ordinances for Macon-Bibb County increasing the amount charged for offense of tethering and transport prohibited conduct was approved.

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

______________________________
Janice S. Ross
Training and Event Coordinator
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE AND APPROVE THE SELECTION OF STATE COURT PROBATION AS THE PROVIDER OF PROBATION SERVICES FOR THE MACON-BIBB COUNTY MUNICIPAL COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Municipal Court currently contracts with Providence Community Corrections, to provide services regarding the supervision, counseling, collection of fees and maintenance of records for individuals who are placed on probation by the Municipal Court; and

WHEREAS, State Court Probation currently provides probation services on behalf of the Bibb County State Court; and

WHEREAS, State Court Probation has indicated it has the resources available to provide probation services for the Macon-Bibb County Municipal Court; and

WHEREAS, the current contract with Providence Community Corrections expired on June 29th, 2014, and has been continuing on a month to month basis at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission does hereby authorize and approve the selection of State Court Probation as the provider of probation services for the Macon-Bibb County Municipal Court and authorizes the Mayor to execute and agreement with State Court Probation upon granting its approval.

SO RESOLVED this ___ day of __________, 2014.

______________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:

______________________________
SHELIA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 7, SEC. 2, DIVISION II OF THE INaugural Code OF ORDINANCES FOR MACON-BIBB COUNTY REGARDING THE REQUIREMENTS OF AN ALARM COMPANY TO OBTAIN A BUSINESS LICENSE AND PENALTIES RELATED TO THE OPERATION THEREOF; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, Sec. 7, Division II of the Inaugural Code of Ordinances codifies the requirements for an entity operating as an alarm company to receive and maintain a license to operate within Macon-Bibb County; and

WHEREAS, the current Macon-Bibb County Inaugural Code of Ordinances in Section 7-1, referred to as “Definitions,” does not list alarm companies in the category of businesses that require a “privilege license”; and

WHEREAS, the current Macon-Bibb County Inaugural Code of Ordinances in Section 7-71 requires “all alarm companies operating in Macon-Bibb County must be licensed and registered with the Department of Business and Development Services and have approval from the sheriff”; and

WHEREAS, the requirement to have approval from the Sheriff is unnecessary and there are no disqualifying factors for applicants for such licenses based on law enforcement information; and

WHEREAS, additionally Sec. 7-75 of the Inaugural Code of Ordinances mandates in part that “should more than two (2) false alarms be rendered to the sheriff’s department by an alarm system directly connected with the sheriff’s department, or be communicated to the sheriff’s department from any alarm system not directly connected to the sheriff’s department, within any calendar month, the owner or operator of any such alarm system shall be assessed the sum of twenty-five dollars ($25.00) for each false alarm ringing in excess of two (2) during such calendar month as partial reimbursement of the Macon-Bibb County government’s cost of handling the false alarms; and

WHEREAS, Macon-Bibb County is equipped with an operational E-911 Call Center which directly handles emergency communications.

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

Section 1.
Chapter 7, Division II – Alarm Companies; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended as follows:

Sec. 7-71. License required.

All alarm companies operating in Macon-Bibb County must be licensed and registered with the Department of Business and Development Services.

Sec. 7-72. Keying automatic dialer to emergency number unlawful.

It shall be unlawful to key automatic dialer burglar alarms to the emergency number 911, or to Macon-Bibb County’s switchboard. These types of alarms shall be keyed to a private service that can then notify the sheriff’s department.

Sec. 7-73. Technical specifications.

(a) Underwriters' Laboratories (UL) approved equipment. All alarms shall be of Underwriters' Laboratories (UL) approved equipment and shall have complete electrical stand-by capacity.

(b) Circuits. All alarm circuits shall be installed in approved low voltage wire (PVC-coated).

(c) Connectors. All connectors used in the connection of all circuit wiring shall be either soldered or be an approved solderless connector.

Sec. 7-74. Maintenance of office and technician required.

All alarm companies shall maintain an office with a telephone listing, and at least one (1) technician on twenty-four-hour call that can service alarms in the Macon-Bibb County area within sixty (60) minutes after activation.

Sec. 7-75. False alarms; reports.

Upon any false burglar alarm being rendered, for any reason, by a burglar alarm system connected directly with the sheriff’s department, or upon any false burglar alarm being communicated, for any reason, to the sheriff’s department from any burglar alarm system not directly connected to the sheriff’s department, the owner or operator of any such system is required, without notification, to submit a written report to the sheriff’s department giving full details of the reasons behind the false alarm and the action taken to prevent future such occurrences. The report shall be rendered not later than seven (7) days following any false alarm. Should more than two (2) false alarms be rendered to the sheriff’s department by an alarm system directly connected with the E-911 call center, or be communicated to the E-911 call center from any alarm system not directly connected to the E-911 call center, within any calendar month, the owner or operator of any such alarm system shall be
assessed the sum of twenty-five dollars ($25.00) for each false alarm ringing in excess of two (2) during such calendar month as partial reimbursement of the Macon-Bibb County government's cost of handling the false alarms. If the building or establishment is one required by law to have a burglar alarm system in operation, and there is default of payment of any such assessment within a period of thirty (30) days following receipt of written notification of the assessment, such owner or operator may be summoned to appear in municipal court and charged with violation of this section. The sheriff may waive this requirement if it is found that the false alarm was beyond the control of the subscriber or the alarm company. In the case of a building or establishment not required by law to have an alarm system in operation and the assessment is not paid within thirty (30) days after the assessment has been made for such false alarm ringings, the owner or operator may be notified in writing by the sheriff to disconnect such alarm system. It shall be unlawful to reconnect such alarm system until such assessment has been paid in full or otherwise satisfied. Failure of the owner or operator to obey such an order to disconnect such system may result in such owner or operator being summoned to appear in the municipal court on a charge of violating this section.

Secs. 7-76–7-95. Reserved.

Section 2.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 3.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining
Section 4.

To the extent necessary, penalties in effect for violations of Chapter 1 of the Code of Ordinances, Macon-Bibb County, Georgia, at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5.

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

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this ___ day of _______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

__________________________
SHEILA THURMOND, CLERK OF COMMISSION
Tuesday, August 26, 2014
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

Subject A. Approval of Minutes From Meeting on August 12, 2014
Meeting Aug 26, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category 1. APPROVAL OF MINUTES
Access Public
Type Minutes

File Attachments
8-12-2014.pdf (512 KB)

2. AGREEMENT WITH GDOT FOR ROUNDBOUT AT KNOXVILLE ROAD AND EISENHOWER PARKWAY

Subject A. A Resolution authorizing the Mayor to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a roundabout at the intersection of State Route 22 (also known locally as Eisenhower Parkway) and Knoxville Road
Meeting Aug 26, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category 2. AGREEMENT WITH GDOT FOR ROUNDBOUT AT KNOXVILLE ROAD AND EISENHOWER PARKWAY
Access Public
Type Action

File Attachments
8-26-2014 - Res DOT Install Roundabout Route 22.pdf (914 KB)

3. DEDICATION OF LIBERTY ESTATES DRIVE

Subject A. A 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
4. TRANSFER OF PROPERTY TO TRANSIT AUTHORITY

Subject: A. A Resolution 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.

5. EXTENSION AGREEMENTS FOR LEASE OF OFFICE SPACE

Subject: A. A Resolution authorizing the Mayor to execute an agreement of extension with the State Properties Commission on behalf of the Department of Veteran Services for Lease of office space located at 653 Second Street.

Subject: B. A Resolution authorizing the Mayor to execute an agreement of extension with the Macon-Bibb County Economic Opportunity Council, Inc. for the lease of office space located at 653 Second Street.
6. ENCROACHMENT AGREEMENT WITH GEORGIA POWER FOR OCMULGEE HERITAGE TRAIL

Subject: A Resolution authorizing the Mayor to execute a Right-of-Way Encroachment Consent Agreement between Macon-Bibb County and Georgia Power Company for the Ocmulgee Heritage Trail

Meeting: Aug 26, 2014 - FACILITIES AND ENGINEERING COMMITTEE

Category: 6. ENCROACHMENT AGREEMENT WITH GEORGIA POWER FOR OCMULGEE HERITAGE TRAIL

Access: Public

Type: Action

File Attachments
8-26-2014 - Res_Encroachment_Ocmulgee_Heritage.pdf (1,527 KB)

7. GRANT ENCROACHMENT FOR 667 ARCH STREET FOR $17,000

Subject: A Resolution authorizing the Mayor to grant an encroachment to Epitome Real Estate, Inc. at 667 Arch Street totaling 3,402 sq. ft. for the fair market price of $5.00 per sq.ft. ($17,000)

Meeting: Aug 26, 2014 - FACILITIES AND ENGINEERING COMMITTEE

Category: 7. GRANT ENCROACHMENT FOR 667 ARCH STREET FOR $17,000

Access: Public

Type: Action

File Attachments
8-26-2014 - Res_Encroachment_667_Arch_$17000_00.pdf (2,471 KB)

8. REQUIREMENTS FOR LANDFILL USER PERMIT

Subject: A. An Ordinance to revise Chapter 22, Section 22-103 of the Code regarding the requirements to obtain a Landfill User Permit

Meeting: Aug 26, 2014 - FACILITIES AND ENGINEERING COMMITTEE

Category: 8. REQUIREMENTS FOR LANDFILL USER PERMIT

Access: Public

Type: Action

File Attachments
8-26-2014 - Ord_revise_Sec_22-103_Inaugural_Code.pdf (932 KB)
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

August 12 2014

The Facilities and Engineering Committee was called to order at 1:02 p.m. by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:
Commissioner Al Tillman
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel

COMMISSION MEMBER(S) ABSENT:
Commissioner Ed DeFore
Mayor Robert A. B. Reichert

NEWS MEDIA:
Jim Gaines, The Telegraph

VISITORS/GUESTS:
Tony Rojas, Macon Water Authority
Kris Hattaway, Macon Water Authority
Mrs. Mary Stenson

OTHERS PRESENT:
Commissioner Virgil Watkins
Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Mayor Pro Tem Bert Bivins
Judd Drake, County Attorney
Crystal Jones, Sr. Asst. County Attorney
Dale Walker, County Manager
Reginald McClendon, Asst. County Attorney
Steve Layson, Assistant County Manager
Janice Ross, Training & Event Coordinator
Jean Howard, Asst. Clerk of Commission
Julie Moore, Assistant to the County Manager
David Fortson, Director of Engineering

1. Approval of Minutes from the July 8, 2014 meeting

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried unanimously with Commissioners Tillman and Jones voting in the affirmative, the minutes of the July 8, 2014 meeting were approved.

2. Dedication of Parkway Plaza Drive

Steve Layson stated that Parkway Plaza was almost ready to be formally dedicated as a county road. Mr. Fortson stated that after careful review of the road there are some repairs and patching that need to be completed before it can be a county road.

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners Bechtel and Tillman voting in the affirmative, the resolution accepting the dedication of a public road located at or near Bloomfield Parkway and Eisenhower

August 12, 2014 Page 1 of 6

Dave Fortson discussed the list of roads that the paving contract with C. W. Matthews would cover. They include LMIG and SPLOST project roads.

The roads scheduled for paving are:

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>BEGINNING</th>
<th>ENDING</th>
<th>LENGTH L. F.</th>
<th>LENGTH (Miles)</th>
<th>DESCRIPTION OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Drive</td>
<td>Wesleyan Drive</td>
<td>Dead End</td>
<td>3940</td>
<td>0.75</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Randy Drive</td>
<td>Us 87</td>
<td>Dead End</td>
<td>2311</td>
<td>0.44</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Stratford Hills Drive</td>
<td>Tucker Road</td>
<td>Ginny Drive</td>
<td>1400</td>
<td>0.27</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Willowdale Drive</td>
<td>Clairmont Place</td>
<td>Dead End</td>
<td>865</td>
<td>0.16</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Striping</td>
</tr>
</tbody>
</table>

**TOTALS (Additive #1)**

<table>
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<tr>
<th>ROAD NAME</th>
<th>BEGINNING</th>
<th>ENDING</th>
<th>LENGTH L. F.</th>
<th>LENGTH (Miles)</th>
<th>DESCRIPTION OF WORK</th>
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</thead>
<tbody>
<tr>
<td>Taylor Terrace</td>
<td>Charles Drive</td>
<td>Dead End</td>
<td>2851</td>
<td>0.54</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Vance Circle</td>
<td>Randy Drive</td>
<td>Randy Drive</td>
<td>1485</td>
<td>0.28</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Trayburne Way</td>
<td>North Mumford Road</td>
<td>Dead End</td>
<td>1200</td>
<td>0.23</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Fausett Drive</td>
<td>Hawaiian Village Drive</td>
<td>Dead End</td>
<td>1285</td>
<td>0.53</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Misty Valley Drive</td>
<td>Clairmont Place</td>
<td>Dead End</td>
<td>724</td>
<td>0.21</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Carey Drive</td>
<td>6332 Carey Drive</td>
<td>Cul-De-Sac</td>
<td>871</td>
<td>0.14</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
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**TOTALS (Additive #2)**

1.05
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<th>ROAD NAME</th>
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<th>ENDING</th>
<th>LENGTH L. F.</th>
<th>LENGTH (Miles)</th>
<th>DESCRIPTION OF WORK</th>
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<tbody>
<tr>
<td>Dana Drive</td>
<td>Rainey Rd</td>
<td>Cul-De-Sac</td>
<td>2670</td>
<td>0.51</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Carriage Trail</td>
<td>Weatherby Trail</td>
<td>Fox Chase</td>
<td>2535</td>
<td>0.48</td>
<td>Full Depth Reclamation And Resurfacing Of 22' Wide Asphalt Surface Plus Stripping</td>
</tr>
<tr>
<td>Woodmere Trail</td>
<td>North Mumford Road</td>
<td>Dead End</td>
<td>910</td>
<td>0.25</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Stripping</td>
</tr>
<tr>
<td>Tharpe Court</td>
<td>Tharpe Drive</td>
<td>Dead End</td>
<td>331</td>
<td>0.29</td>
<td>Full Depth Reclamation And Resurfacing Of 22' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>St. Anne Court</td>
<td>Brae Burn Lane</td>
<td>Cul-De-Sac</td>
<td>200</td>
<td>0.04</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Prestwick Park</td>
<td>St. Andrews</td>
<td>Cul-De-Sac</td>
<td>170</td>
<td>0.03</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td><strong>TOTALS (Additive #3)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>0.99</strong></td>
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</table>

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>BEGINNING</th>
<th>ENDING</th>
<th>LENGTH L. F.</th>
<th>LENGTH (Miles)</th>
<th>DESCRIPTION OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dobson Road</td>
<td>Rainey Road</td>
<td>Original Cul-De-Sac</td>
<td>2570</td>
<td>0.49</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Brookside Drive</td>
<td>Calvin Drive</td>
<td>Dead End</td>
<td>850</td>
<td>0.16</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Francis Drive</td>
<td>Regina Drive</td>
<td>Dead End</td>
<td>2035</td>
<td>0.39</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Elnora Drive</td>
<td>Northside Drive</td>
<td>Dead End</td>
<td>2270</td>
<td>0.43</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Powers Plantation Court</td>
<td>Powers Plantation Rd</td>
<td>Dead End</td>
<td>1200</td>
<td>0.23</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Corey Court</td>
<td>Northwest Pointe Dr</td>
<td>Dead End</td>
<td>830</td>
<td>0.16</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Clairmont Place</td>
<td>Clairmont Avenue</td>
<td>City Limit At Neal Clifton Drive</td>
<td>2640</td>
<td>0.50</td>
<td>Full Depth Reclamation And Resurfacing Of 24' Wide Asphalt Surface Plus Striping</td>
</tr>
<tr>
<td>Feegin Road</td>
<td>Ga Hwy 247</td>
<td>1000' S.E. Along Feegin Rd</td>
<td>1000</td>
<td>0.19</td>
<td>Full Depth Reclamation And Resurfacing Of 20' Wide Asphalt Surface Plus Stripping</td>
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<tr>
<td>Level Acres Dr S</td>
<td>Us23</td>
<td>Bondsview Rd</td>
<td>600</td>
<td>0.11</td>
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<tr>
<td>Frankhilton Road</td>
<td>Jeffersonville Rd</td>
<td>Davis Road</td>
<td>2800</td>
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</tr>
<tr>
<td>Cordell Court Road</td>
<td>Cul-De-Sac</td>
<td>1070</td>
<td>0.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>St Anthony’s Drive</td>
<td>Cordell Court</td>
<td>Dana Drive</td>
<td>1300</td>
<td>0.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>300‘ North Of Intersection With Stonefield Circle</td>
<td>760</td>
<td>0.14</td>
<td></td>
</tr>
<tr>
<td>Stonefield Drive</td>
<td>Jones Rd</td>
<td>3599 Lawrence Dr S</td>
<td>1550</td>
<td>0.29</td>
<td></td>
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<tr>
<td>Lawrence Drive South</td>
<td>School Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS (Base Bid)</td>
<td></td>
<td></td>
<td>2.54</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ACTION:**

On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and Tillman, voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with C. W. Matthews Contracting Co, Inc. for road reconstruction and full depth road reclamation services was approved.

4. Agreement with Womack Paving for Landfill Entrance

Steve Layson stated that the landfill entrance needed repaving due to drainage issues. The money was allocated last year.

**ACTION:**

On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and Tillman voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with Womack Paving Inc. in the amount of $65,076.45 for landfill entrance rehabilitation was approved.

5. Storm Water Management and Drainage Improvements

Steve Layson stated that this was an intergovernmental agreement between Macon – Bibb County and the Macon Water Authority for improvements to the drainage system. The contract will include the County projects.

**ACTION:**

On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and Tillman voting in the affirmative, the 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 was approved.
6. Guidelines for Special Sanitary Sewerage

**ACTION:**

*On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and Tillman voting in the affirmative, the ordinance amending Chapter 29, Article VIII and Chapter 29, Article IX of the Drainage and Paving Districts section of the Code of Ordinances of Macon-Bibb County to include guidelines for special sanitary sewerage districts and setting forth uniform procedures for the creation of said districts, to amend Chapter 29, Article IX to reflect the current water system ordinances, to add Chapter 29, Article X to reflect the current residential street lighting ordinances was approved.*

7. Eliminating Fee for Bounce Houses

Dale Dougherty stated that presently they charge $50 for the use of a bounce house in all parks. The reason the fee was instituted was because of the damage to the parks, the use of resources, use of additional park space and the County's liability. Mr. Dougherty stated that while the Recreation Department works to keep cars off the grass at all times, when bounce houses are dropped off and picked up, vehicles are required to drive through the park damaging the grass. If there is a water slide, which use County resources, there is damage to the grounds due to water running for hours. He continued that when the department rents a pavilion to a group of 60 people, it is expected that the group will utilize the facility for a party of 60 people. If a bounce house is delivered, then the space that is being utilized far exceeds the perimeter of the pavilion. The practice of the rental groups stretching their parties to include much more than just the perimeter of the pavilion. Mr. Dougherty continued that the issue of liability has recently occurred when a child was injured in a bounce house during a party in Central City Park. It appears that the group who sponsored the party did not rent any of the facilities or open spaces and yet used taxpayer paid County water to run their water slide. As such, the community may have to deal with a potential lawsuit for an injury in a bounce house that the Recreation Department had no knowledge was happening. Mr. Dougherty continued that for all the issues he mentioned he could not recommend eliminating the fee for bounce houses.

Commissioner Bechtel stated that he believed this was an administrative issue and that it was best to allow the Recreation Department to manage the parks as they see fit.

**ACTION:**

*On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried three to one (3-1) with Commissioner Tillman voting in the affirmative and Commissioner Jones casting the dissenting vote, the item was removed from the agenda.*

Mr. Dougherty reviewed the spreadsheet regarding the attendance at the swimming pools during the 2014 swim season. For the time period of May 23, 2014 to July 26, 2014, the attendance at the pools was as follows:

- Booker T. – 813
- Frank Johnson – 1608
- Bloomfield – 589
- Memorial – 1399
- East Macon – 2211
8. Haywood Road Name Change

Commissioner Lucas stated that the citizens had asked for the name change. She would like to table this item to give the citizens a chance to work together to accomplish a suitable recognition for Rev. Dr. Marshall Stenson.

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner Bechtel and carried unanimously with Commissioners Jones and Tillman voting in the affirmative, this item was tabled.

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

Janice S. Ross
Training and Events Coordinator
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORATION FOR THE INSTALLATION OF A ROUNDABOUT AT THE INTERSECTION OF STATE ROUTE 22 (ALSO KNOWN LOCALLY AS "EISENHOWER PARKWAY") AND KNOXVILLE ROAD IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on or about July 31, 2014, a letter was received from the Department of Transportation stating that the intersection of State Route 22 (also known locally as "Eisenhower Parkway") and Knoxville Road had been identified by the Department of Transportation as a candidate location for a roundabout project, with said letter being attached hereto as Exhibit "A"; and

WHEREAS, a map of the aforementioned intersection has been attached hereto as Exhibit "B" for reference purposes; and

WHEREAS, to validate the roundabout as a feasible alternative during the project's conceptual phase, the Department of Transportation has requested that Macon-Bibb County agree to fund the full and entire cost of the electric energy use for any lighting installed for the roundabout and to fund any maintenance costs associated with landscaping the area surrounding the roundabout once installation is complete; and

WHEREAS, the County Engineer has reviewed the roundabout proposal and believes that a roundabout at this intersection would be an effective measure for the safety and welfare of the citizens of Macon-Bibb County; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute a letter of agreement with the Georgia Department of Transportation for the installation of a roundabout at the intersection of State Route 22 (also known locally as "Eisenhower Parkway") and Knoxville Road in substantially the same form attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ____________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: __________________________

SHELLIA THURMOND, Clerk of Commission
EXHIBIT A

Georgia DOT Letter
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  

INDICATION OF ROUNDBOUGHT SUPPORT  

To the Georgia Department of Transportation:  

Atttn: State Traffic Engineer  
935 E. Confederates Ave, Building 24  
Atlanta, GA 30316  

Location  
The ______ of _______ in _______ County supports the consideration of a roundabout at the location specified below.  

Local Street Names: _______ at _______  
State/County Route Numbers: _______ at _______  

Associated Conditions  
The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:  

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)  
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)  

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This Indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.  

This is the _____ day of __________, 20___  

Attest:  

By: ___________________________  
Title: ___________________________  

Clerk
July 31, 2014

Mayor Robert Reichert
P.O. Box 247
Macon, GA 31202

Subject: Project Support for Roundabout Consideration
Project: State Route 22 at Knoxville, P10009960

Dear Mayor Reichert:

I recently sent you a letter explaining that the Department had completed a statewide review of intersections where a roundabout could improve safety or operation efficiency and that State Route 22 at Knoxville had been identified as a candidate location for a roundabout.

If you support the consideration of a roundabout as a feasible alternative please sign the enclosed Indication of Roundabout Support and return to me, NOT Atlanta. If a roundabout is selected as the preferred alternative, a formal Local Government Lighting Project Agreement form with proposed costs will be executed during the preliminary design phase. If the signed form is not returned, the project will be dropped from consideration.

Thank you for your cooperation and should you have any questions or need any additional information please contact Michael Presley, the District Traffic Engineer, at 706-646-7591. Please send the signed form to my attention at Georgia Department of Transportation, District Three, 115 Transportation Boulevard, Thomaston, Georgia, 30286 ATTN: Max Dromgoole

Sincerely,

[Signature]

Max Dromgoole
Traffic Operations Engineer 2
EXHIBIT B

Map of Knoxville Rd and State Route 22
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: _______________________
        SHELLA 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  
478-421-6600

YOUR CONTACT INFORMATION:  
NAME: Jim Frith  
ADDRESS: 655 Colonial Park Dr.  
Ste. 400 Roswell, GA 30076  
PHONE: 770-642-8028

GEORGIA,  
MACON-BIBB COUNTY)  

To the Macon-Bibb County Commission:

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

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

The undersigned petitioners respectfully request 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 1,376 N. 4th Land District and extend thence in a southerly direction, along or through the lands of Liberty Church Estates Subdivision.

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 the road pursuant to 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 plat 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 as 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 the said right-of-way, and also release said county from any claim of damage arising on account of construction of said roads, or fences and embankments, ditches or culverts or bridges, or account of back water, washing of courses of streams, or in any other manner.

The Grantee hereby warrants that he or she is the rightful and lawful owner of the aforesaid described 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 Grantee’s free consent, and the Grantee binds himself or herself, his or her heirs, executors and administrators forever to defend by virtue of these presents.

NAME AND COMPANY (printed or typed)

Jim Frith  
Liberty Church Development, Inc.

SIGNATURE

James L. Frith

This the 24th day of June, 2014

Received and sealed by the petitioners and grantees in the presence of:

James A. Nix  
Voting Member  
Macon Bibb County

Note to Superior Court Clerk’s Office:  
Please return recorded petitions along with invoice to Macon-Bibb County Engineering Dept. via interoffice mail (B. Sawyer c/o 6394)
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
cautionsary 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: _______________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A

CAUSEY PROPERTY PLAT
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE STATE PROPERTIES COMMISSION ON BEHALF OF THE DEPARTMENT OF VETERAN SERVICES FOR THE LEASE OF OFFICE SPACE LOCATED AT 653 SECOND 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 State Properties Commission on behalf of the Department of Veteran Services (hereinafter “State Properties Commission”) for the use of office space located at 653 Second 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, State Properties Commission 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 State Properties Commission on behalf of the Department of Veteran Services for the continued use of office space located at 653 Second Street for an additional period of one (1) year.

SO RESOLVED this _____ day of _____________, 2014.

By: ________________________________

ROBERT A.B. REICHERT, Mayor

Attest: ______________________________

SHELIA THURMOND, Clerk of Commission

(SEAL)
AGREEMENT OF EXTENSION

STATE OF GEORGIA
MACON-BIBB COUNTY

"Lease of Office Space at 653 Second 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 the State Properties Commission, on behalf of the Department of Veterans Service.

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, Georgia and the State Properties Commission, on behalf of the Department of Veterans Service, entered into a Lease Agreement for the use of space located at 653 Second 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 State Properties Commission, on behalf of the Department of Veterans Service, 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 State Properties Commission, on behalf of the Department of Veterans Service, (hereinafter “State Properties Commission”) 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

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

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 State Properties Commission 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 State Properties Commission, 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

****Additional Signatures to Follow****
On Behalf of State Properties Commission:

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)

On Behalf of the Department of Veterans Service:

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
MEMORANDUM OF AGREEMENT
BETWEEN THE
BIBB COUNTY BOARD OF COMMISSIONERS
AND
STATE PROPERTIES COMMISSION

Bibb County Board of Commissioners, whose address is P.O. Box 4708, Macon, Georgia 31208-4708, agrees to provide the State Properties Commission ("Tenant"), on behalf of Department of Veteran Services ("Occupying Agency"), 625 square feet of office space located at 653 Second Avenue, Macon, Georgia 31201-0811 ("premises").

In consideration for providing this space, the Occupying Agency agrees to pay $532.50 per month ($6,390.00 per year) to the Landlord for occupying the premises. The Occupying Agency shall be responsible for all telecommunication services, and the Landlord shall be responsible for all other expenses for said premises.

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of July, 2013 and ending on June 30, 2014, unless this Agreement shall sooner be terminated as hereinafter provided. If Occupying Agency is not in default of any of its obligations hereunder, Occupying Agency shall be permitted to extend this Agreement for one (1) successive one (1) year renewal periods provided Tenant gives Landlord at least forty-five (45) days written notice prior to the expiration of the then current term that tenant elects to renew this Agreement, such extended term to begin upon expiration of the prior term; and all of the terms, covenants and provisions of this Agreement shall be applicable for the term of the renewal.

All Party to this Agreement may cancel this Agreement by giving forty-five (45) days prior written notice.

All parties agree that this Agreement will terminate, and the premises will revert to the Landlord, in the event the premises are abandoned.

The undersigned do hereby mutually agree to the above terms this 23rd day of August, 2013.

Notary Public
My Commission Expires: 6/30/2016

Notary Public
My Commission Expires: 8/15/2016

Notary Public
My Commission Expires: 2/21/2016

Bibb County Board of Commissioners
P.O. Box 4708
Macon, Georgia 31208-4708

State Properties Commission
47 Trinity Avenue, S.W. – Suite 002
Atlanta, Georgia 30334

Department of Veteran Services
205 J. Hill Jr. Dr., SE, Floyd Vet. Mem. Bldg, #970 ET
Atlanta, Georgia 30334-4800
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION WITH THE MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC. FOR THE LEASE OF OFFICE SPACE LOCATED AT 653 SECOND 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 Macon-Bibb County Economic Opportunity Council, Inc. (hereinafter “ECO”) for the use of office space located at 653 Second 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, ECO 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 Macon-Bibb County Economic Opportunity Council, Inc. for the continued use of office space located at 653 Second Street 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
AGREEMENT OF EXTENSION

STATE OF GEORGIA
MACON-BIBB COUNTY

"Lease of Office Space at 653 Second 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 the Macon-Bibb County Economic Opportunity Council, Inc., a Georgia incorporated, private, non-profit agency.

WITNESSETH

WHEREAS, on or about July 1, 2013, Bibb County, Georgia and the Macon-Bibb County Economic Opportunity Council, Inc. entered into a Lease Agreement¹ for the use of space located at 653 Second 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 Macon-Bibb County Economic Opportunity Council, Inc. 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 Macon-Bibb County Economic Opportunity Council, Inc. (hereinafter “ECO”) 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 ECO 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 ECO, which agreement must be in writing and signed by both parties.

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

On Behalf of Macon-Bibb County:

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

Attest: ___________________________ Date
Shelia Thurmond, Clerk of Commission

On Behalf of Macon-Bibb County Economic Opportunity Council, Inc.:

By: ___________________________ Date
Signature of Authorized Official

Attest: ___________________________ Date
Signature of Unofficial Witness

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.

______________________________ (Notary Seal/Bump)

Signature of Notary Public
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, whose address is Room 409, Courthouse, Macon, Georgia 31201 (Landlord) and the MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC., whose address is 653 Second Street, Second Floor, Macon, Georgia 31201 (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 William P. Randall Government Complex located at 653 Second Street, Macon, Georgia 31201, and more particularly described as follows: That office space located on the Second Floor of the Building, and consisting of 4,940 square feet, together with the use in common with other tenants of the building and the right to use in common any parking areas available to tenants of the building generally.

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

Section 3. Rental. Beginning on July 1, 2013, through June 30, 2014, Tenant agrees to pay the sum of Forty Nine Thousand Four Hundred Ninety and NO/100 Dollars ($49,400.00) annually, payable in monthly installments of $4,116.67, to be paid in advance.
Section 4. **Termination.** This lease may be terminated by Landlord for cause as determined in Landlord's sole discretion upon thirty (30) days written notice to Tenant.

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

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

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

Section 8. **Access to Premises.**

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

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

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

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

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

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

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

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

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

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

BIBB COUNTY, GEORGIA

By: [Signature]
Chairman, Board of Commissioners

Attest: [Signature]
Clerk
(AFIX COUNTY SEAL)

LANDLORD

Signed, sealed and delivered in the presence of:

[Signature]
Notary Public, Bibb County, Georgia


SIGNATURES CONTINUED ON NEXT PAGE
CONTINUATION OF SIGNATURE PAGE
AGREEMENT BETWEEN BIBB COUNTY, GEORGIA
AND MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC.

MACON-BIBB COUNTY ECONOMIC OPPORTUNITY COUNCIL, INC.
By: [Signature]

Attest: [Signature]
TENANT

Signed, sealed and delivered in the presence of:
[Signature]
Notary Public, Bibb County, Georgia

[Notary Public Stamp]
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE A RIGHT-OF-WAY ENCROACHMENT CONSENT
AGREEMENT BETWEEN MACON-BIBB COUNTY AND GEORGIA POWER
COMPANY FOR THE OCMLULGEE HERITAGE TRAIL, IN SUBSTANTIALLY THE
SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER
PURPOSES.

WHEREAS, Macon-Bibb County desires to support the expansion of the Ocmulgee
Heritage Trail for the benefit of the general public of Middle Georgia and to encourage economic
development through enhanced quality of life; and

WHEREAS, Macon-Bibb County, the Macon-Bibb County Urban development
Authority, and NewTown Macon Inc. have a longstanding cooperative relationship to plan, build
and expand the Ocmulgee Heritage Trail; and

WHEREAS, the proposed "Walnut Creek Extension" will extend the existing Ocmulgee
Heritage Trail from the Otis Redding Bridge to Walnut Creek; and

WHEREAS, the proposed extension will cross over land in which Georgia Power
Company maintains and easement;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission
and is hereby so resolved by the authority of the same that the Mayor is authorized to execute a
right-of-way encroachment consent agreement on behalf of Macon-Bibb County and Georgia
Power Company for the extension of the Ocmulgee Heritage Trail, in substantially the same
form as attached hereto as Exhibit "A".

SO RESOLVED this ___ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILIA THURMOND, CLERK OF COMMISSION

[SEAL]
ENCROACHMENT CONSENT AGREEMENT

Return To: Brad Wright
Georgia Power Company
960 Key Street
Macon, Georgia 31204
Transmission Department

APPLICATION #

SUBJECT: Ocmulgee River Trail Right-of-Way

The Georgia Power Company ("Georgia Power") hereby consents to Macon-Bibb County to encroach on an area within Georgia Power's subject electric transmission line permit areas (the "Encroachment Area") that are more specifically described as follows:

Said Area being one hundred (100) feet in width and extending in part through portions of a Southern Railway, now Norfolk Southern, railroad right of way and in part through land owned by the United States, Department of the Interior in Bibb County, Georgia, on which land Georgia Power has constructed and now maintains and operates electric transmission lines by virtue of certain permits heretofore acquired by Georgia Power. The Encroachment Area is more particularly shown on plats (or drawings) attached hereto as Exhibits "A" and "B" and are by this reference made a part hereof. The use of the Encroachment Area by Macon-Bibb County within Georgia Power's permit areas pursuant to this consent shall be limited to the construction, operation and maintenance of a ten (10)-foot wide public use walking and bicycle trail at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings, structures or other obstructions of any type will be permitted within or on Georgia Power's permit areas without the express written permission of Georgia Power.

For and in consideration of Georgia Power consenting to Macon-Bibb County the above-described Encroachment Area, Georgia Power and Macon-Bibb County further agrees that:

1. Macon-Bibb County will use the Encroachment Area granted to it by Georgia Power for the purposes of (a) using, constructing, laying, maintaining, operating, repairing, replacing, making additions and extensions, and making improvements and betterments to, a pedestrian and bicycle trail (whether with a paved or other hard surface or without) and associated improvements; (b) allowing members of the public ingress and egress over Georgia Power's right(s)-of-way for pedestrian and bicycle use; (c) allowing emergency and public safety personnel the right and easement for motorized vehicular access over and across such easement; and (d) allowing Macon-Bibb County to install, repair, and maintain in good order landscaping on the Encroachment Area (the "Project").

2. The plans and specifications for the Project as submitted by Macon-Bibb County meet Georgia Power's approval provided Macon-Bibb County obtains all necessary rights from the
owners of the lands crossed by Georgia Power’s permit areas in the event Macon-Bibb County does not own the said lands and rights.

3. **Macon-Bibb County** will use the Encroachment Area in such a manner as will not interfere with Georgia Power’s activities and facilities as now, or hereafter, exist thereon (hereinafter Georgia Power’s “activities” and “facilities”). Nothing contained in this Agreement shall in any way limit Georgia Power’s rights to enter upon its right(s)-of-way areas set forth in Exhibit “A” and/or described in this Agreement to construct, operate, and maintain continuously upon Georgia Power’s permit areas its lines, poles, frames, towers, wires, and other necessary apparatus, including the right to stretch communication wires on said poles together with the right at all times to enter upon said right(s)-of-way areas for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto, or therefrom, together with the right to cut away and keep clear of said lines all trees and other type of obstructions that may now or hereafter in any way, in the opinion of Georgia Power, interfere or be likely to interfere with the proper operation of said lines and structures.

4. **Macon-Bibb County** agrees that the use of the Encroachment Area as herein provided shall in no way affect the validity of Georgia Power’s permits and **Macon-Bibb County** acknowledges Georgia Power’s right and title to said permits and the priority of Georgia Power’s right of use and **Macon-Bibb County** hereby agrees not to resist or assail said priority.

5. **Macon-Bibb County** will not erect or park any type of buildings, structures or other obstructions, whether permanent, portable or temporary, upon the Encroachment Area without the written permission of Georgia Power. Should any permanent, portable, or temporary buildings, structures, or other obstructions, be erected or parked upon the Encroachment Area without the written permission of Georgia Power, Georgia Power shall have the right to remove same and the cost thereof shall be borne by **Macon-Bibb County**, its heirs, legal representatives, successors or assigns.

6. The use of the Encroachment Area by **Macon-Bibb County** shall be at the sole risk and expense of **Macon-Bibb County**, and Georgia Power is specifically relieved of any responsibility for damage to the facilities and property of **Macon-Bibb County** resulting or occurring from the use by Georgia Power of its permit areas as provided herein. **Macon-Bibb County** covenants not to sue Georgia Power in that instance.

7. **Macon-Bibb County** hereby agrees and covenants not to use and will prohibit agents, employees and contractors of **Macon-Bibb County** from using any tools, equipment or machinery within ten (10) feet of Georgia Power’s overhead conductors. **Macon-Bibb County** agrees to comply with Sections 46-3-30 to 46-3-40 of the Official Code of Georgia Annotated (HIGH-VOLTAGE SAFETY Act) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended. **Macon-Bibb County** further agrees to notify any contractor(s) that may be employed by **Macon-Bibb County** to perform any of the work referred to in this Agreement of the existence of said Code sections and regulations by requiring said work to be performed in compliance with said Code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract entered into by **Macon-Bibb County** as a result of said bid. **Macon-Bibb County** further agrees and covenants to warn all persons whom **Macon-Bibb County** knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
8. Notwithstanding anything to the contrary contained herein, Macon-Bibb County agrees to reimburse Georgia Power for all cost and expense for any damage to Georgia Power's facilities resulting from the use by Macon-Bibb County of the Encroachment Area. Also, Macon-Bibb County agree that if, in the opinion of Georgia Power, it becomes necessary, as a result of the exercise of the permission granted herein, to relocate, rearrange, change or raise any of Georgia Power's facilities, Macon-Bibb County will reimburse Georgia Power promptly for all cost and expense involved in such relocation, rearrangement, changing or raising of said facilities.

9. Macon-Bibb County agrees to notify or have their contractor notify Georgia Power's Transmission Supervisor or Manager, Macon, Georgia, Phone (478) 784-5947, at least two (2) days prior to actual construction on Georgia Power's right(s)-of-way.

10. Macon-Bibb County agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend Georgia Power from the payment of any sum or sums of money to any persons whomsoever (including third persons, contractors, subcontractors, Macon-Bibb County, Georgia Power and agents and employees of all) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of Georgia Power) in any way attributable to or arising out of the use of the Encroachment Area by Macon-Bibb County as herein provided, including, but without limiting the generality of the foregoing, all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, and cost of investigation and of defense, excepting only those situations where the personal injury and property damage claimed to have been caused by reason of the sole negligence of Georgia Power, its agents or employees.

11. Macon-Bibb County hereby agrees to incorporate into any and all of its contracts and/or agreements, for any work or construction done on or to Georgia Power's right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend Georgia Power, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property that is in any manner attributable to or resulting from the construction, use or maintenance of Macon-Bibb County' facilities, projects or programs conducted on Georgia Power's right(s)-of-way herein described.

12. Macon-Bibb County further agrees to require that any third party, contractor, or subcontractor doing or providing any work or construction on the Encroachment Area on behalf of Macon-Bibb County will carry liability insurance that shall specifically cover the contractually assumed liability referred to in paragraph 11 above. A certificate of such insurance issued by an appropriate insurance company shall be furnished to Georgia Power on request, and the amount of such insurance will be not less than $1,000,000 for any one person, $5,000,000 for any one accident for bodily injury or death and $1,000,000 for property damage for any one accident.

13. Georgia Power has the right to remove all trees and brush from the limits of its right-of-way. However, for aesthetic purposes, Georgia Power hereby permits Macon-Bibb County to plant shrubbery and low growing trees, provided such shrubbery and low growing trees do not interfere with the access to and operation of Georgia Power's facilities. A planted low growing tree is defined as a tree that naturally grows no more than 15 feet in height at maturity.
14. This Agreement shall inure to the benefit of and be binding upon Macon-Bibb County, its successors and/or assigns. This agreement shall be assigned to the Macon-Bibb County Urban Development Authority upon the expiration of 5 years from the date of this agreement or upon the end of the Project's economic life, whichever is longer.

15. Neither Georgia Power nor Macon-Bibb County shall be bound by any statement, agreement or understanding that is not expressed in this Agreement.

Macon-Bibb County hereby accepts the foregoing Encroachment Agreement, and has by Resolution of the county commissioner, or by other legal and proper authorization, duly adopted on the ______ day of _________, 20___ (a copy of which will be furnished to Georgia Power on request) authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event Macon-Bibb County shall not have executed and returned this Agreement to Georgia Power on or before the ______ day of _________, 20___, this Agreement shall become void and no use of Georgia Power's right(s)-of-way as herein provided for shall be made.

Upon the occurrence of five (5) years from the date of this agreement or the end of the project's economic life, whichever is longer, this Encroachment Consent Agreement will be automatically assigned to the Macon-Bibb County Urban Development Authority.

IN WITNESS WHEREOF, this Agreement has been duly executed by Macon-Bibb County, this the ______ day of _____________________, 20___.

MACON-BIBB COUNTY

ATTEST: ________________________________

BY: ________________________________

Shelia Thurmond, Clerk

Robert A. B. Reichert, Mayor

[signatures continued on next page]
IN WITNESS WHEREOF, this Agreement has been duly executed by Georgia Power, this
the ______ day of ______________________, 20____.

WITNESS: __________________________

GEORGIA POWER COMPANY

NOTARY
PUBLIC: __________________________

BY: __________________________ - Transmission Maintenance Center Supervisor
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO GRANT AN ENCROACHMENT TO EPITOME REAL ESTATE,
INC., AT 667 ARCH STREET TOTALING 3,402 SQ. FT. FOR THE FAIR MARKET
PRICE OF FIVE DOLLARS ($5.00) PER SQ. FT. ($17,000.00), IN ACCORDANCE
WITH EXHIBIT “A” ATTACHED HERETO; AND FOR OTHER PURPOSES.

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

WHEREAS, Epitome Real Estate, Inc., owns property located at 667 Arch Street in
Macon-Bibb County, Georgia and desires to extend its property into the Arch Street right-of-way
in order to create uniformity with previously granted encroachments of adjacent properties; and

WHEREAS, granting such encroachment for the fair market value will be in the best
interest of Macon-Bibb County, and Epitome Real Estate, Inc., has agreed to pay fair market
value of Seventeen Thousand Dollars and no/10’s ($17,000.00) for such encroachment; 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 grant an
encroachment into Macon-Bibb County right-of-way totaling 3,402 sq. ft. to Epitome Real
Estate, Inc., at 667 Arch Street in accordance with Code of Ordinance, Macon-Bibb County,
Chapter 24, Article VI, for fair market value of Seventeen Thousand Dollars and no/100’s
($17,000.00) in accordance with Exhibit “A” attached hereto, and to execute any all documents
necessary to accomplish this transaction.

SO RESOLVED this ___ day of __________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]
January 10, 2014

Mr. Douglas Stuart Morelli
Assistant City Attorney
P.O. Box 247
Macon, GA 31202-0247

RE: 667 Arch Street

Dear Stuart,

Enclosed please find the Application for Encroachment we discussed earlier this week along with the required documentation. If any additional information or documents are needed please contact me and I will provide those to you immediately.

Thank you for your assistance in this matter.

Very truly yours,

[Signature]

F. Bradford Wilson, Jr.

FBWjr/cee
Enclosures
cc: J. Gregory Jones
APPLICATION FOR AN ENCROACHMENT

TO: MAYOR AND COMMISSIONERS OF THE CITY OF MACON
CITY HALL
MACON, GEORGIA 31201

COMES NOW, Epitome Real Estate, Inc. whose address is 856 First Street, Macon, Georgia 31201 ("Applicant") and pursuant to Article VI § 18-128 and 18-129 of the Code of the City of Macon herewith applies for a permanent encroachment into Arch Street and shows in support thereof the following:

1.

Applicant is the owner of property currently known as 667 Arch Street which is more particularly described as follows:

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia and being the following tracts of land described as “Tract 3A, Tract 3B, and Tract 3C” according to a plat thereof entitled “Survey for Georgia Prosthetics, Inc.” prepared by Tommie M. Donaldson, Jr., RLS, dated April 26, 1984 and recorded in Plat Book 67, Page 91, Clerk’s Office, Bibb Superior Court, which plat is incorporated herein and made a part hereof by reference thereto for purposes of showing the metes, bounds and dimensions of the property herein conveyed.

The above described property is known as 667 Arch Street, Macon, Georgia, according to the present system of numbering.

Tax Map Parcel No: Q82-OC92-3A

This is a portion of the property acquired by Epitome Real Estate, Inc. by deed dated July 24, 2013 and recorded in Deed Book 9061, Page 56, Clerk’s Office, Bibb Superior Court, which is attached hereto as Exhibit “A”. A copy of the plat recorded in Plat Book 67, Page 91 is attached hereto as Exhibit “B”.

2.

Applicant is filing this application for an encroachment to extend its property to that previously granted to the Medical Center of Central Georgia, Inc. and thereby create uniformity along this block of Arch Street. The encroachment requested in this application does not extend any further into Arch Street than the encroachments previously granted adjacent to its property.

3.

Applicant is willing to pay the fair market value of the encroachment.
4.

With the filing of this Application, applicant hereby tenders a check in the amount of $500.00 to the City of Macon for engineering and legal fees as required by the City Code § 18-127.

WHEREFORE, Applicant requests that the City of Macon conduct the necessary engineering and legal investigation into this application, that the City place a reasonable value upon the encroachment requested herein of not less than $100.00, and that the City of Macon pass a resolution authorizing this encroachment and execute a deed in favor of Applicant granting the requested encroachment.

This 10th day of January, 2014

F. Bradford Wilson, Jr.
Georgia Bar No: 767975
Attorney for Applicant

Adams, Hemingway & Wilson, LLP
P.O. Box 1956
Macon, GA 31202-1956
(478) 743-4601 Telephone
(478) 746-8215 Facsimile
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF BIBB

In consideration of One Hundred ($100.00) Dollars to it paid, receipt of which is hereby acknowledged, Georgia Orthotics & Prosthetics, Inc., a Georgia corporation, party of the first part, has this day bargained and sold and does hereby transfer and convey unto Epitome Real Estate, Inc., a Georgia corporation, party of the second part, its successors, heirs, executors, administrators and assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

Said Party of the second part, its successors, heirs, executors, administrators and assigns to have and to hold said lot of land and its appurtenances forever, in Fee Simple.

Party of the first part covenants that it is lawfully seized and possessed of said described premises, and has a good title thereto, and right to convey same and that said land is unencumbered.

Party of the First Part warrants the title to said described premises unto the said party of the second part, and its successors, heirs, executors, administrators and assigns, against the lawful claims of all persons whosoever.

IN WITNESS OF ALL OF WHICH, it has hereunto set its hand and affixed its seal, this 24th day of July, 2013.

GEORGIA ORTHOTICS & PROSTHETICS, INC. (Seal)
a Georgia Corporation

BY: George R. Altman, CEO/CFO & SEC

Signed, sealed and delivered this 24th day of July, 2013 in the presence of:

Edward Earnest
Unofficial Witness

Notary Public, State of Georgia
My Commission Expires:

ADAMS, HEMINGWAY & WILSON, LLP
ATTORNEYS AT LAW
TRACT ONE

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia and being part of Lot 4, Block 92, of the Old City as more particularly shown and designated as Lot AA, according to a plat thereof entitled "Survey for Joe B. Meeks" prepared by J.O. Roberts, RLS, dated August 27, 1977 and recorded in Plat Book 58, Folio 99, Clerk's Office, Bibb Superior Court, which plat is incorporated herein and made a part hereof by reference thereto for purposes of showing the metes, bounds and dimensions of the property herein conveyed. Said lot fronts 47.5 feet on First Street and extends back an even width a distance of 116 feet and being 47.5 feet across the rear.

Included in the above description but expected from the warranty contained in this instrument is an encroachment previously conveyed from the City of Macon fronting 47.5 feet on First Street and extending back a distance of 20 feet to the original street line as shown on the above referenced plat and being 47.5 feet along the original street line. This conveyance is made subject to a 10 foot easement for ingress and egress as shown on the aforementioned plat, 5 feet of which is located on the property conveyed herein. Said easement is more fully set forth in Deed Book 1394, Page 922, said Clerk's Office.

The above described property is known as 872 First Street, Macon, Georgia, according to the present system of numbering.

This is the same property conveyed to Georgia Orthotics & Prosthetics, Inc. by deed dated December 18, 2002 recorded in Deed Book 5577, Page 64, Clerk's Office, Bibb Superior Court.

Tax Map Parcel No: Q82-OC92-4C

TRACT TWO

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia and being the following tracts of land described as "Tract 3A, Tract 3B, and Tract 3C" according to a plat thereof entitled "Survey for Georgia Orthotics, Inc." prepared by Tommie M. Donaldson, Jr. RLS, dated April 26, 1984 and recorded in Plat Book 67, Page 91, Clerk's Office, Bibb Superior Court, which plat is incorporated herein and made a part hereof by reference thereto for purposes of showing the metes, bounds and dimensions of the property herein conveyed.

The above described property is known as 667 Arch Street, Macon, Georgia, according to the present system of numbering.

This is the same property conveyed to Georgia Prosthetics, Inc. by deed dated June 19, 1984, recorded in Deed Book 1508, Page 638, and Deed Book 1508, Page 641, Clerk's Office, Bibb Superior Court, and to Georgia Orthotics and Prosthetics, Inc. by deed dated July 15, 2013.

Tax Map Parcel No: Q82-OC92-3A
Arch Street Encroachment

To be conveyed to Epitome Real Estate

All that tract or parcel of land lying and being a part of original lot 3, Square 92, Old City, Macon, Bibb County, Georgia, and being more particularly described as follows:

Beginning at the point marking the intersection of the northeast line of Arch Street with the southwest line of First Street Lane, running thence in a southwesterly direction a distance of 28.50 feet into the right-of-way of Arch Street, running thence at right angle in a northwesterly direction a distance of 122.88 feet to a point, running thence at right angle in a northeasterly direction a distance of 28.50 feet to a point, running thence at right angle in a southeasterly direction a distance of 122.88 feet to the Point of Beginning.

Tract described herein contains 3,502 square feet and is shown more particularly on an encroachment plat by the Macon-Bibb County Engineering Department, said plat dated February 19, 2014 and attached hereto as Exhibit “A”.
C.A. YARBROUGH III

July 18, 2014

Macon/Bibb County Attorney’s Office
Attention: Crystal Jones, Assistant County Attorney
City Hall
700 Poplar Street
Macon, Georgia 31202

RE: Encroachment/667 Arch Street
Macon, Bibb County, Georgia

Dear Ms. Jones:

Pursuant to my request and authorization, I have inspected the above referenced property for the purpose of estimating its Market Value.

As a result of my inspections, investigations, and analysis of available data as outlined in the accompanying summary appraisal report, it is my opinion the subject property had an estimated Market Value, in unencumbered fee simple, as of July 8, 2014 of,

SEVENTEEN THOUSAND DOLLARS
($17,000.00)

My employment was not conditional upon producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraisers producing a specified value. Employment and payment of the fee is not based upon whether a loan application is approved or disapproved.

I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, clients representatives, borrower or any other party to this transaction.

The appraiser has no current or prospective interest in the subject property or the parties involved and no services were performed by the appraiser within a three year period immediately preceding acceptance of this assignment, as appraiser or in any capacity.
<table>
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<th>DESCRIPTION</th>
<th>INVOICE #</th>
<th>AMOUNT</th>
<th>DEDUCTION</th>
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<td></td>
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**TOTALS**

Gross: 500.00  Ded: 0.00  Net: 500.00

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ADAMS, HEMINGWAY & WILSON, LLP
ATTORNEYS AT LAW - OPERATING ACCOUNT
534 MULBERRY ST, STE, 1000
P.O. BOX 1068
MACON, GA 31202-1886
(478) 743-4601

STATE BANK
MACON, GEORGIA
6-4-12/011

DATE: 01/10/14  CHECK: 14873  AMOUNT: ****$500.00

***FIVE HUNDRED & 00/100 DOLLARS***

CITY OF MACON
C/O FINANCE DEPARTMENT
P.O. BOX 247
MACON GA 31202-0247

(Brenda Murphy)
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 22, SEC. 22-103 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY REGARDING THE REQUIREMENTS TO OBTAIN A LANDFILL USER PERMIT; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, by virtue of Article IX, Section III, Paragraph II of the Constitution of Georgia, Ga. Law 2012, page 5595 and Ga. Laws 2013, pages 3501, 3942, and by virtue of the will of the people in a referendum held on July 31, 2012 there is to be a consolidated local government known as “Macon-Bibb County”; and

WHEREAS, Sec. 22-103 of the Inaugural Code of Ordinances codifies the requirements for an individual to receive a landfill user permit; and

WHEREAS, the current Macon-Bibb County Inaugural Code of Ordinances in Section 22-103(c) requires that “no permit may be issued to any person if the person, owner or majority stockholder has, in the past five (5) years, been convicted in state or federal court of any offense involving illegal dumping or the mishandling or dumping of toxic or hazardous wastes”; and

WHEREAS, the current Macon-Bibb County Inaugural Code of Ordinances in Section 22.103(c) further requires that “the Sheriff shall review each application to ensure compliance with this section and shall approve all qualified applicants”; and

WHEREAS, the Sheriff has indicated that the requirement for his office to review each application is superfluous; and

WHEREAS, by amending Sec. 22-103 to remove the requirement that the Sheriff review and approve each application would lead to increase efficiency and expedite the permitting process; and

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

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

Section 1.

Chapter 22, Sec. 22-103 – Landfill – User permit; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 22-103 to read as follows:
Sec. 22-103. Same – User permit.

(a) Required. No person shall be permitted to dispose of any type of refuse at the sanitary landfill without first obtaining a landfill user permit from the finance officer. This section shall not apply to homeowners and residential tenants who personally haul household refuse from their own places of residence to the landfill.

(b) Application; contents. Any person who wishes to obtain a landfill user permit shall, in addition to the general business license requirements, submit the following information on an application form furnished by the finance officer:

1. A description of the type of business in which the applicant is engaged;
2. The applicant’s anticipated frequency of landfill use;
3. The make, model, VIN number and tag number of each vehicle to be used at the landfill;
4. Permit applicants with more than three (3) vehicles shall furnish proof of motor vehicle liability insurance (or self-insurance) in a minimum amount of three hundred thousand dollars ($300,000.00) total aggregate limits and proof of general liability insurance in a minimum amount of three hundred thousand dollars ($300,000.00). Applicants with three (3) or less vehicles shall furnish proof of motor vehicle liability insurance (or self-insurance) in a minimum amount of one hundred thousand dollars ($100,000.00) total aggregate limits and proof of general liability insurance in a minimum amount of one hundred thousand dollars ($100,000.00). The state, county and all municipalities, governmental units and authorities with Macon-Bibb County shall be exempted from the provisions of subsection;
5. A signed affidavit affirming that the refuse to be deposited in the sanitary landfill will originate in the county, unless prior approval is obtained as required by law.

(c) Grounds for denial; approval of qualified applicants. No permit may be issued to any person if the person, owner or majority stockholder has, in the past five (5) years, been convicted in state or federal court of any offense involving illegal dumping or the mishandling or dumping of toxic or hazardous wastes.

(d) Suspension, revocation. Any permit issued under this section may be suspended or revoked by the judge of the municipal court, after giving the permit holder notice and an opportunity to be heard, upon the finding by the court that the permittee has done one (1) of the following:

1. Violated any terms of this Code or committed any act made unlawful hereunder;
2. Made any false statement or misrepresentation on the application for the permit;
(3) Violated any of the rules and regulations pertaining to landfill use established by Macon-Bibb County;

(4) Failed to pay proper permit fees, landfill user fees, or license fees due to Macon-Bibb County within thirty (30) days of their due date.

The mayor may suspend a permit for up to thirty (30) days pending a hearing to be held in municipal court as provided above.

(e) Issuance; renewal; transferability; vehicle decal. Once an applicant has completed the application, furnished all required information, received approval of the Sheriff and paid the required fee, the city finance officer is authorized to issue a landfill user permit to the applicant. The permit issued hereunder shall be effective for each calendar year and shall be renewed each year thereafter as all other privileged licenses. The ownership of this permit is nontransferable. A permit shall be issued to each person who meets the qualifications set out above, along with a decal for each vehicle. The decal shall be permanently affixed to the lower right corner of the front windshield of each of the permittee's vehicles. This decal must be displayed in order for a vehicle (other than homeowners' and tenants') to be admitted to the landfill.

(f) Inspection of vehicles. The director of solid waste and the Sheriff are authorized to make inspection, from time to time, of all vehicles which are permitted to use the landfill, including their load, to ensure compliance with all local, state and federal laws, rules and regulations.

(g) Single-use permit. Upon completion of a single-use permit application and payment of the applicable fees shown thereon, an individual, not otherwise eligible to enter the landfill, shall be issued a single-use permit for access to the transfer station located at the landfill.

Section 2.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County.

Section 3.

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

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

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

Section 4.

To the extent necessary, penalties in effect for violations of Chapter 1 of the Code of Ordinances, Macon-Bibb County, Georgia, at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5.

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

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor.

SO ORDAINED this _____ day of ______________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
Tuesday, August 26, 2014
MACON - BIBB COUNTY COMMISSION WORK SESSION

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

1. PRESENTATION ON TATTNALL SQUARE PARK

A. Tattnall Square Park Master Plan Update