Tuesday, August 5, 2014
MACON-BIBB COUNTY COMMISSION MEETING SCHEDULE

5:00 P.M. Pre-Commission Meeting (Large Conference Room)
6:00 P.M. Regular Commission Meeting (Commission Chamber)
Government Center
## 1. CALL TO ORDER

## 2. REVIEW AGENDA FOR TONIGHT'S COMMISSION MEETING

## 3. NEW BUSINESS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Description</th>
<th>Meeting</th>
<th>Category</th>
<th>Access</th>
<th>Type</th>
<th>Recommended Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Resolution authorizing the Mayor to execute an agreement with Community Solutions for services provided to the Macon-Bibb County Juvenile Court for a maximum of $250,000 using Juvenile Justice Incentive Grant Funds</td>
<td></td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
<td>3. NEW BUSINESS</td>
<td>Public</td>
<td>Action</td>
<td>Committee of the Whole recommends approval</td>
</tr>
<tr>
<td>B. Resolution authorizing the Mayor to execute an agreement with Volunteer Macon, Inc. for services provided to the Macon-Bibb County Juvenile Court for a maximum of $56,000 using Juvenile Justice Incentive Grant Funds</td>
<td></td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
<td>3. NEW BUSINESS</td>
<td>Public</td>
<td>Action</td>
<td>The Committee of the Whole recommends approval</td>
</tr>
<tr>
<td>C. Resolution authorizing the Mayor to execute an agreement with Marie Martin for services provided to the Macon-Bibb County Juvenile Court for a maximum of $53,184 using Juvenile Justice Incentive Grant Funds</td>
<td></td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
<td>3. NEW BUSINESS</td>
<td>Public</td>
<td>Action</td>
<td>The Committee of the Whole recommends approval</td>
</tr>
</tbody>
</table>
### 4. EXECUTIVE SESSION

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. To discuss pending litigation with Outside Counsel, Virgil Adams</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>4. EXECUTIVE SESSION</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Discussion</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Approval of Minutes from July 15, 2014 Executive Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY PRE-COMMISSION MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>4. EXECUTIVE SESSION</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Minutes</td>
</tr>
</tbody>
</table>
Tuesday, August 5, 2014
MACON-BIBB COUNTY COMMISSION REGULAR MEETING

6:00 P.M.
Commission Chamber
Government Center

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

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Pre-Commission Meeting on July 15, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>4. APPROVAL OF MINUTES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Minutes</td>
</tr>
</tbody>
</table>

File Attachments
7-15-2014 Pre Commission Meeting.pdf (215 KB)

<table>
<thead>
<tr>
<th>Subject</th>
<th>B. Regular Commission Meeting on July 15, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>4. APPROVAL OF MINUTES</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Minutes</td>
</tr>
</tbody>
</table>

File Attachments
7-15-2014 Regular Commission Meeting.pdf (456 KB)

5. INVITED GUESTS

<table>
<thead>
<tr>
<th>Subject</th>
<th>A. Georgia Civic Awareness Program for Students (GCAPS) Overview and Video Presentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>5. INVITED GUESTS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Recognition</td>
</tr>
</tbody>
</table>
6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

Subject: A. Operations and Finance Committee
Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: B. Economic and Community Development Committee
Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: C. Public Safety Committee
Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: D. Facilities and Engineering Committee
Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

8. CONSENT AGENDA

Subject: A. New alcoholic beverage license for Quick Stop located at 5730 Columbus Road
Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 8. CONSENT AGENDA
Access: Public
Type: Action (Consent)
9. OLD BUSINESS

Subject  A. Resolution authorizing the Mayor to execute a contract with CWC, LLC for moving of current furnishings and the purchase of new interior furnishings for the Tax Commissioner's Office in the amount of $104,231.04 to be paid from bond funds

Meeting  Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category  9. OLD BUSINESS

Access  Public

Type  Action

Recommended Action  Operations and Finance Committee recommends approval

File Attachments

7-22-2014 - Furnishings for Tax Commissioner's Office $104,213.04.pdf (11.898 KB)
Subject: C. Ordinance providing for the establishment of taxing districts, providing for the levy, assessment and collection of taxes for Macon-Bibb County within such districts for the calendar year 2014 and establishing millage rates

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Operation and Finance Committee recommends approval

File Attachments:
7-22-2014 - Ord 2014 Millage Rates.pdf (1,441 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: Economic and Community Development Committee recommends approval

File Attachments:
7-22-2014 - Amending Code re Retail Sale of Wine and Malt Beverages.pdf (1,722 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval

File Attachments:
Juvenile Court $250,000.pdf (487 KB)
Subject: F. Resolution authorizing the Mayor to execute an agreement with Volunteer Macon, Inc. for services provided to the Macon-Bibb County Juvenile Court for a maximum of $56,000 using Juvenile Justice Incentive Grant Funds

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval

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

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval

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

10. NEW BUSINESS

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments
Sports Hall of Fame 2015 Funding.pdf (334 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
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
<table>
<thead>
<tr>
<th>Subject</th>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>10. NEW BUSINESS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>Refer to Operations and Finance Committee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>G. Resolution to appropriate $218,300 for FY2015 in support of the Middle Georgia Regional Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>10. NEW BUSINESS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>Refer to Operations and Finance Committee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>10. NEW BUSINESS</td>
</tr>
<tr>
<td>Access</td>
<td>Public</td>
</tr>
<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>Refer to Operations and Finance Committee</td>
</tr>
</tbody>
</table>

File Attachments
- Board of Health 2015 Funding.pdf (324 KB)
- Regional Library 2015 Funding.pdf (760 KB)
- Regional Commission 2015 Funding.pdf (327 KB)
- Transit Authority 2015 Funding.pdf (276 KB)
I. Resolution to appropriate $425,000 for FY2015 in support of the River Edge Behavioral Health Center

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Operations and Finance Committee

File Attachments
River Edge 2015 Funding.pdf (402 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Operations and Finance Committee

File Attachments
Historic Hills & Heights Development.pdf (321 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Operations and Finance Committee

File Attachments
Planning and Zoning 2015 Funding.pdf (328 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Subject: M. Resolution to appropriate $202,400 for FY2015 in support of the Macon-Bibb County Land Bank Authority

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments
- Tubman Museum 2015 Funding.pdf (333 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments
- DFCS 2015 Funding.pdf (318 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

File Attachments
- Industrial Authority 2015 Funding.pdf (333 KB)
Subject: P. Resolution to authorize further necessary investigation and action to secure revenue bond allocations for the purpose of vacant lot maintenance, blighted housing demolition, and other infrastructure beautification in Macon-Bibb County in the expanded areas of the 2014 Urban Redevelopment Plan

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Operations and Finance Committee

File Attachments:
- Res Secure Revenue Bond Vacant Lot Maintenance.pdf (189 KB)

Subject: Q. 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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Public Safety Committee

File Attachments:
- Ord Revise Inaugural Code (Care Control of Animals).pdf (425 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Public Safety Committee

File Attachments:
- Ord Revise Inaugural Code (Abandoning Domestic Animal).pdf (372 KB)
Subject: S. Ordinance to revise Chapter 5, Section 5-22 of the Inaugural Code of Ordinances for Macon-Bibb County increasing the amount charged for the offense of tethering and transport, prohibited conduct

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Public Safety Committee

File Attachments:
Ord Revise Inaugural Code (Tethering Transport).pdf (414 KB)

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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Facilities and Engineering Committee

File Attachments:
Res Dedication of Public Road.pdf (1,064 KB)

Subject: U. Ordinance amending Chapter 29 Article VIII and Chapter 29 Article IX of the Drainage and Paving Districts Section of the Code of Ordinances to include guidelines for special sanitary sewerage districts and setting forth uniform procedures for the creation of said 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

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to Facilities and Engineering Committee

File Attachments:
Ord Guidelines for Special Sanitary Sewerage.pdf (1,432 KB)
V. Resolution authorizing the Mayor to execute an agreement with C.W. Matthews Contracting Company, Inc. for road reconstruction and full depth road reclamation services

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Facilities and Engineering Committee

File Attachments:
- Res Agreement $2,116,004.15 Road Construction.pdf (2,738 KB)

W. Resolution to authorize and approve a consulting agreement between Macon-Bibb County and Euquant, Inc. for $75,000 for professional consulting services to analyze existing procurement practices to determine if a Disparity Study may be necessary

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Operations and Finance Committee

File Attachments:
- Res $75000 Professional Consulting (Part#1).pdf (5,028 KB)
- Res $75000 Professional Consulting (Part#2).pdf (6,310 KB)

X. Resolution to rename Haywood Road to Marshall Stenson Jr. Drive

Meeting: Aug 5, 2014 - MACON-BIBB COUNTY COMMISSION REGULAR MEETING
Category: 10. NEW BUSINESS
Access: Public
Type: Action
Recommended Action: Refer to Facilities and Engineering Committee

File Attachments:
- Haywood Road Name Change.pdf (2,041 KB)

11. GENERAL PUBLIC COMMENTS
12. ADJOURNMENT
MINUTES OF PRE-COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
July 15, 2014 – 5:00 P.M.
Government Center
(Large Conference Room)

The Pre-Commission meeting of the Macon-Bibb County Commission was held on July 15, 2014 at 5:00 P.M. in the Large Conference Room at Government Center.

Commission Members Present

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

Commission Members Absent

Commissioner Mallory Jones, III
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Al Tillman

Staff Present

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

News Media Present

Jim Gaines – The Telegraph
Elise Brown – 13 WMAZ
Sean Franklin – 41 WMGT

Visitors Present

Attorney Duke Groover
John F. Kennedy – State Senator-Elect
Bud Fletcher

The Pre-Commission meeting was called to order by Mayor Robert A. B. Reichert.
The Mayor stated the meeting was being convened as a Committee of the Whole to discuss and approve the three Alcoholic Beverage Licenses on the Consent Agenda for tonight’s Commission meeting. The Mayor also stated that in addition to reviewing tonight’s Regular Meeting Agenda, there would be an Executive Session at the end of this meeting.

Mayor Reichert asked Crystal Jones, Senior Assistant Attorney, to give an overview of the Alcoholic Beverage Licenses being considered for approval tonight.

Ms. Jones stated the new Alcoholic Beverage License for Harvey’s Supermarket #1664 located at 1605 Shurling Drive was a previously permitted location with a change of ownership; the Alcoholic Beverage License for Shell Food Mart located at 2700 Riverside Drive, near the S&S Cafeteria, is a new application; and the Alcoholic Beverage License for Dollar General Store #2168 located at 3824 Pio Nono Avenue is a new license for an existing location.

**ACTION:**

- **Commissioner DeFore motioned to approve the three Alcoholic Beverage Licenses. The motion was seconded by Commissioner Schlesinger.**

**Discussion:** Commissioners Jones and Bivins had questions as to whether there was a moratorium or set number of alcoholic beverage licenses established for specific areas. Mayor Reichert asked Crystal Jones, Senior Assistant County Attorney, to provide information on the licensing process and governance guidelines for Alcoholic Beverage licensing for Macon-Bibb County.

- **Unanimous approval by Commissioners Bert Bivins, Ill, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, Ill, Ed DeFore, Scotty Shepherd, and Al Tillman.**

---

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

**AGENDA ITEMS**

**PRAYER**

A. Pastor Chris Dorrity of Grace Point Church

**APPROVAL OF MINUTES**

A. Pre-Commission Meeting on July 1, 2014
B. Regular Commission Meeting on July 1, 2014

**INVITED GUESTS**
A. Ms. Eleanor Castellaw and Mr. Walter Wilson, former members of the Macon-Bibb County Board of Health

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs to be prepared to give their Committee Reports tonight.

A. Operations and Finance Committee
B. Economic and Community Development Committee
C. Public Safety Committee
D. Facilities and Engineering Committee

CONSENT AGENDA

A. New Alcoholic Beverage License for Harvey’s Supermarket #1664 located at 1605 Shurling Drive

B. New Alcoholic Beverage License for Shell Food Mart located at 2700 Riverside Drive

C. New Alcoholic Beverage License for Dollar General Store #2168 located at 3824 Pio Nono Avenue

OLD BUSINESS

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

B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 40 ft. insulated hydraulic telescopic bucket truck from O. G. Hughes and Son, Inc.

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

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

E. Ordinance amending Chapter 4 Article II of the Alcoholic Beverage Section of the Code of Ordinances to comply and conform to the distance requirements for retail package sales imposed by State law
F. Resolution authorizing the Mayor to convey the paved parking lot at 412 New Street to the Macon-Bibb County Urban Development Authority for the purpose of selling a portion of it to the American Cancer Society for future development.

G. Resolution authorizing the Mayor to write a letter of endorsement on behalf of the Macon-Bibb County and the Middle Georgia Region in support of the application for funding related to the economic diversification from the Office of Economic Adjustment in the United States Department of Defense.

H. Resolution appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee.

I. Resolution reappointing Dr. Steven E. Corkery to the Board of Directors of the River Edge Behavioral Health Community Service Board.

J. Resolution appointing Macon-Bibb County Mayor Pro Tem Bert Bivins to fill a vacant position on the Board of Directors of the River Edge Behavioral Health Community Service Board.

K. Resolution appointing Eric P. Manson to fill the unexpired term of David Danzie on the Macon Housing Authority.

L. Resolution appointing Christopher C. Tsavatewa to the Bibb County Board of Health to fill the unexpired term of Walter Wilson.

M. Resolution appointing Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw.

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

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


Q. Resolution authorizing the Mayor to execute an agreement for the transfer of the Terminal Station building to the Macon-Bibb County Transit Authority contingent upon approval by the Federal Transit Authority.

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

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

EXECUTIVE SESSION

The Mayor asked for a motion to go into Executive Session to discuss pending litigation, attorney-client privileged, and acquisition of real estate in consultation with Attorney Duke Groover.

On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried unanimously, the Commissioners went into Executive Session at 5:20 P.M.


On motion of Commissioner DeFore, seconded by Commissioner Schlesinger and carried unanimously, the meeting was re-opened.


ADJOURNMENT

There being no further business and on motion duly made and seconded, the meeting was adjourned at 5:53 P.M.

Shelia Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
July 15, 2014 – 6:00 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on July 15, 2014 at 6:00 P.M. in the Commission Chamber at Government Center.

Commission Members Present:
Mayor Robert A.B. Reichert
Mayor Pro Tem Bert Bivins, Ill
Commissioner Gary Bechtel
Commissioner Larry Schlesinger
Commissioner Elaine Lucas

Commission Members Absent:
Commissioner Mallory Jones
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Commissioner Al Tillman

Commission Members Absent:
Commissioner Virgil Watkins, Jr.

Staff Present:
Dale Walker – County Manager
Crystal Jones – Sr. Asst. County Attorney
Opie Bowen – Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Chris Floore – Assistant to County Manager
Julie Moore – Assistant to County Manager

Shelia Thurmond – Clerk of Commission
Steve Layson – Asst. Co. Mgr - Infrastructure
Jean S. Howard – Asst. Clerk of Commission
Janice Ross – Training & Events Coordinator
Trae MCombs – Public Affairs
Kevin Barrere – Public Affairs

Guests in Attendance
Nancy White - Bibb Health Department
June Parker – Macon Housing Authority
Craig Ross – Macon Transit Authority
Rick Jones – Macon Transit Authority
Andy Stroud – Macon Transit Authority
John F. Kennedy – State Senator-Elect
Rev. Ronald Toney
Bud Fletcher
Eleanor Castellaw
Walter Wilson
C. Jack Ellis, Former Mayor of Macon

News Media Present
Jim Gaines – The Telegraph
Elise Brown – 13 WMAZ
Malcolm Johnson – WGXA FOX 24
Sean Franklin – 41 WMGT
Ron Wildman – 58 WPGA
CALL TO ORDER

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

PRAYER

The prayer was rendered by Pastor Chris Dorrity of Grace Point Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A. Pre-Commission Meeting on July 1, 2014
B. Regular Commission Meeting on July 1, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Al Tillman, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on July 1, 2014 were approved as presented.


INVITED GUESTS

Pastor Chris Dorrity of Grace Point Church was invited to render the prayer for tonight’s Regular Commission Meeting.

Ms. Eleanor Castellaw and Mr. Walter Wilson, former members of the Macon-Bibb County Board of Health

Mayor Reichert presented a Proclamation to Mr. Wilson declaring July 15, 2014 as “Walter Wilson Day” in Macon-Bibb County, recognizing and thanking him for his 29 years of service on the Macon-Bibb County Board of Health beginning with his appointment in May 1985 through his retirement effective on July 1, 2014. Mr. Wilson had served as Chairman of the Board since January 1993.

Mayor Reichert presented a Proclamation to Ms. Castellaw declaring July 15, 2014 as “Eleanor B. Castellaw Day” in Macon-Bibb County, recognizing and thanking her for 36 years of service on the Macon-Bibb County Board of Health beginning with her appointment in March 1978 through her retirement effective on July 1, 2014. She had served as Vice-Chair of the Board since January 2001.
When asked if she would like to make any comments, Mrs. Castellaw stated "it was a joy to serve."

**PUBLIC COMMENTS ON AGENDA ITEMS**

Former Mayor, C. Jack Ellis, gave an overview of the City of Macon's purchase of the Terminal Station and the State and Federal grants received for its purchase and renovation. He urged the Commission to retain ownership, but if not, he cautioned against charging rent to the Department of Driver Services which could cause them to relocate to another city or facility.

**REPORTS FROM COMMITTEES AND DEPARTMENTS**

**Operations and Finance Committee**

Committee Vice-Chair Elaine Lucas reported that the Operations and Finance Committee met on Tuesday, July 8, 2014 and recommended approval of the following:

- A Resolution authorizing the Mayor to execute an agreement for the purchase of a 40 ft. insulated hydraulic telescopic bucket truck from O. G. Hughes and Son, Inc.
- A Resolution authorizing the Mayor to execute an Agreement of Extension with the Middle Georgia Regional Commission for the lease of office space located at 175-C Emery Highway.
- A Resolution authorizing the Mayor to execute a Bi-Party Agreement for funding and operation of the Macon-Bibb County Transit Authority.

**Economic and Community Development Committee**

Committee Chairman Larry Schlessinger reported that the Economic and Community Development Committee met on Tuesday, July 8, 2014 and recommended approval of the following:

- An Ordinance amending Chapter 4, Article II of the Alcoholic Beverage section of the Code of Ordinances of Macon-Bibb County to comply and conform to the distance requirements for retail package sales imposed by State law.
- A Resolution authorizing the Mayor to convey the paved parking lot at 412 New Street to the Macon-Bibb County Urban Development Authority for the purpose of selling a portion of it to the American Cancer Society.

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

- Appointment of Jeffery Monroe as Chairman of the SPLOST Advisory Committee
- Re-appointment of Dr. Steven E. Corkery to the Board of Directors of River Edge Behavioral Health Community Service Board
- Appointment of Mayor Pro Tem Bert Blivins to fill a vacant position on the Board of Directors of River Edge Behavioral Health Community Service Board
• Appointment of Eric P. Manson to fill the unexpired term of David Danzie on the Macon Housing Authority

• Appointment of Christopher C. Tsavatewa to the Bibb County Board of Health to fill the unexpired term of Walter Wilson

• Appointment of Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw

**Facilities and Engineering Committee**

Committee Chairman Al Tillman reported the Facilities and Engineering Committee met on Tuesday, July 8, 2014 and approved the following:

• A Resolution authorizing the Mayor to execute an agreement for the transfer of the Terminal Station Building to the Macon-Bibb County Transit Authority contingent upon approval of the Federal Transit Authority

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

**Public Safety Committee**

Committee Chairman Scotty Shepherd reported the Public Safety Committee met on Tuesday, July 8, 2014 and approved the following:

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

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

• A Resolution approving the “Bibb County Emergency Management Agency Emergency Operations Plan” for 2014

**CONSENT AGENDA**

A. New Alcoholic Beverage License for Dollar General Store #2168 located at 3824 Pio Nono Avenue

B. New Alcoholic Beverage License for Shell Food Mart located at 2700 Riverside Drive

C. New Alcoholic Beverage License for Harvey’s Supermarket #1664 located at 1605
Shurling Drive

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman for the three Alcoholic Beverage License applications.

OLD BUSINESS

A. Approval of retirements of Earlean Lewis - Finance Department (20 years and 5 months) and William Reid - Sheriff's Office (20 years and 11 months)

ACTION:


B. Resolution authorizing the Mayor to execute an agreement for the purchase of a 40 ft. insulated hydraulic telescopic bucket truck from O. G. Hughes and Son, Inc.

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the purchase of a 40 ft. Insulated Hydraulic Telescopic Bucket Truck from O. G. Hughes as Son, Inc., in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:


C. Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement of extension with the Middle Georgia Regional Commission for the lease of office space located at 175-C Emery Highway

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement of extension with the Middle Georgia Regional Commission for the lease of office space located at 175-C Emery Highway, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al
Tillman.

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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a Bi-Party Agreement for the funding and operation of the Macon-Bibb County Transit Authority, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:

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

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

ACTION:

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission amending Chapter 4 Article II of the Alcoholic Beverage Section of the Code of Ordinances of Macon-Bibb County to comply and conform to the distance requirements for retail package sales imposed by State law; and for other purposes.

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

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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize the Mayor to convey the paved parking lot at 412 New Street to the Macon-Bibb County Urban Development Authority for the purpose of selling a portion of it to the American Cancer Society for future development; and for other purposes.

ACTION:

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

G. Resolution authorizing the Mayor to write a letter of endorsement on behalf of Macon-Bibb County and the Middle Georgia Region in support of the application for funding
related to the economic diversification from the Office of Economic Adjustment in the United States Department of Defense

ACTION:

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to write a letter of endorsement on behalf of Macon-Bibb County and the Middle Georgia Region in support of the application for funding related to the economic diversification from the Office of Economic Adjustment in the United States Department of Defense; and for other purposes


H. Resolution appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Jeffery Monroe as Chairman of the SPLOST Advisory Committee to fill the unexpired term of Dan Stagle; and for other purposes.

ACTION:


I. Resolution reappointing Dr. Steven E. Corkery to the Board of Directors of the River Edge Behavioral Health Community Service Board

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission reappointing Dr. Steven Corkery to the Board of Directors of the River Edge Behavioral Health Community Service Board; and for other purposes.

ACTION:


J. Resolution appointing Macon-Bibb County Mayor Pro-Tem Bert Bivins to fill a vacant position on the Board of Directors of the River Edge Behavioral Health Community Service Board

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Macon-Bibb County Mayor Pro-Tem Bert Bivins to fill a vacant position on the Board of Directors of the River Edge Behavioral Health Community Service Board; and for other purposes.
ACTION:

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

K. Resolution appointing Eric P. Manson to fill the unexpired term of David Danzie on the Macon Housing Authority

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Eric P. Manson to fill the unexpired term of David Danzie on the Macon Housing Authority; and for other purposes.**

ACTION:

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

L. Resolution appointing Christopher C. Tsavatewa to the Bibb County Board of Health to fill the unexpired term of Walter Wilson

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Christopher C. Tsavatewa to the Bibb County Board of Health to fill the unexpired term of Walter Wilson; and for other purposes.**

ACTION:

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

M. Resolution appointing Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw

- **Clerk read by caption: A Resolution of the Macon-Bibb County Commission appointing Ethel Cullinan to the Bibb County Board of Health to fill the unexpired term of Eleanor Castellaw; and for other purposes.**

ACTION:

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

N. Resolution authorizing the acceptance of a Juvenile Justice Incentive Grant in the amount of $387,384 from the Georgia Criminal Justice Coordinating Council that has been awarded to the Bibb County Juvenile Court
• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the acceptance of a Juvenile Justice Incentive Grant in the amount of $387,384 from the Georgia Criminal Justice Coordinating Council that has been awarded to the Bibb County Juvenile Court; and for other purposes.

ACTION:

• Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.

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

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with the Third Judicial Administrative District of Georgia for $79,688.77 for administrative services provided to the Macon-Bibb County Drug Court in substantially the same form as attached hereto as Exhibit “A”; to employ a qualified individual to serve as administrator of the Macon-Bibb County Drug Court; and for other purposes.

ACTION:

• Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.


• Clerk read by caption: A Resolution of the Macon-Bibb County Commission approving the “Bibb County Emergency Management Agency Emergency Operations Plan” for 2014, in the same or similar form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:

• Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry Schlesinger, Elaine Lucas, Mallory Jones, III, Ed DeFore, Scotty Shepherd, and Al Tillman.

Q. Resolution authorizing the Mayor to execute an agreement for the transfer of the Terminal Station building to the Macon-Bibb County Transit Authority contingent upon approval by the Federal Transit Authority.

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the transfer of the Terminal Station building to the Macon-Bibb County Transit Authority contingent upon
approval of the Federal Transit Authority; and for other purposes.

Discussion: Commissioner Lucas asked for verification that the transfer of the Terminal Station to the Macon Transit Authority was contingent upon approval by the FTA and whether any deficits incurred by the Transit Authority would be covered by the Macon-Bibb County Government.

Mayor Reichard affirmed that FTA approval was needed and that the Macon-Bibb County Government would be responsible for deficits incurred.

Commissioner Lucas stated the rent-free option was one of the incentives offered to Driver Services to locate their office at the Terminal Station. She also stated the Driver Services Office was of great benefit to the citizens of Macon-Bibb County and other Middle Georgia communities. She further urged that the rent-free option not be changed. Commissioner Lucas also stated that the "Colored Only" signs at the Terminal Station should remain in place and not be removed or covered up as they are a part of history and could be used as a teaching tool to show that we are working on a brighter future.

Commissioner Bivins stated the Driver Services office should remain rent-free at the Terminal Station as they offer invaluable services to our citizens. He also agreed that the "Colored Only" signs should remain in place.

Commissioner Tillman stated that he was okay with Driver Services paying rent and that the Macon-Bibb Commission should not get involved in micromanaging the Macon Transit Authority.

ACTION:


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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an amended agreement with Correct Health Services for inmates and detainees of the County, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:


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

*Referred To: Economic and Community Development Committee*

B. Resolution authorizing the Mayor to execute a contract with CWC, LLC for the moving of current furnishings and the purchase of new interior furnishings for the Tax Commissioner’s Office in the amount of $104,213.04

*Referred To: Operations and Finance Committee*

**GENERAL PUBLIC COMMENTS**

None

**POINT OF PERSONAL PRIVILEGE**

Mayor Reichert announced that he had received notification that the YKK Window Plant planned to double its residential window production capacity which is slated to begin production in January 2015. The company also plans to relocate its production lines into a larger building at its Macon site and add two new production lines dedicated to vinyl window and multi-layered glass production.

**ADJOURNMENT**

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


Shelia Thurmond, CCC  
Clerk of Commission
Macon-Bibb County
Business Development Services
682 Cherry Street
Government Center Annex 5th Floor
P.O. Box 247 Macon, Georgia 31202-0247
Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of Location</td>
<td>Liquor Mixed Drinks</td>
<td>Beer C.O.P.</td>
<td>Wine C.O.P.</td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td>Liquor Wholesale</td>
<td>Beer Draft</td>
<td>Wine Wholesale</td>
</tr>
<tr>
<td>Change of Agent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Quick Stop
Jay Shree Krupa, Inc. 5730 Columbus Rd Macon, GA 31206 478-477-5447
Corporation and Trade Name Business Address Business Telephone

155 Tepee Dr.
Pravinbhai Haribhai Patel
Lizella, GA 31046-2 770-853-3189
Name of Applicant and/or Agent Home Address Home Telephone

Social Security Number 01/07/ Bip
Date of Birth Age? County of Residence?

$150.00 Application Fee

Applicant and/or Agent Information

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

Location Information

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

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

[Signature]
Date: [Signature]
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

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

APPLICANT: PRAVINBHAI H. PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 5730 COLUMBUS ROAD

BUSINESS NAME: QUICK STOP

To Be Completed by County Engineer

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

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

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

Date: 6/19/14

It is respectfully requested that forms be returned no later than Friday of each week for
use by the County Commissioner's Office.
PERMIT NO: 13-0543

ISSUED TO: PATEL, PRAVIN H

OWNERS NAME: PRAVIN H PATEL

PROPOSED USE: C-STORE WITH FUEL, BEER & WINE (QUICK STOP)

ADDRESS OF PROPOSED USE: 5730 COLUMBUS RD

EXISTING BUILDING: OUTSIDE CITY

MAP NO: 4022

CODE: 04/02

LOT: 0076

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, approval to operate a C-store with fuel island and beer/wine pkg-to-go. Signage shall require a separate Zoning permit. Subject to inspections and fees and all applicable local State and Federal regulations. No outside storage, sales, or display shall be allowed.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 10/17/2013, THIS PERMIT IS NULL AND VOID.

APPROVED BY: Ethan Tonn

NOTE: This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, City of Macon or Bibb County Building Inspector, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above property as the Macon-Bibb County Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation.

The Macon-Bibb County Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to ensure proper placement of any structures on the premises.

All construction or use relating to this permit must strictly comply with site plans or other plans submitted to the Macon-Bibb County Planning and Zoning Commission and on file in its office. This permit expires six months from date issued unless construction or use is begun.

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED.
GEORGIA, BIBB COUNTY
[NOTICE OF INTENT]
[TO FILE REQUEST FOR]
[BEER, WINE, LICENSE]
[PACKAGED TO GO]
UPursuant to the ordinance adopted by the County Board of Commissioners of Bibb County, dated January 26, 1976, notice is hereby given that on or after the 20th day of April, 2013, the undersigned will apply to said County Board of Commissioners for the issuance of a license to "Quick Stop", 5730 Columbus Rd, Macon, GA 31206.

This 17th day of April, 2014.
A/Pravinsh Patel, applicant.
#2949015: 6/20,21,22,23,24

STATE OF GEORGIA, COUNTY OF BIBB

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR ABOVE STATE AND COUNTY, DIANNE BUCK, WHO DEPOSES AND SAYS SHE IS THE CLASSIFIED/LEGAL MANAGER FOR THE MACON TELEGRAPH AND IS DULY AUTHORIZED BY THE PUBLISHER THEREOF TO MAKE THIS AFFIDAVIT, AND THAT ADVERTISEMENT AS PER ATTACHED CLIPPING HAS BEEN PUBLISHED IN THE MACON TELEGRAPH ON THE FOLLOWING DATES: 6/20,21,22,23,24

SIGNED

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 27TH DAY OF JUNE, 2014

NOTARY PUBLIC, BIBB COUNTY, GEORGIA

120 Broadway • Macon, Georgia 31201
P.O. Box 4167 • Macon, Georgia 31208-4167
478-744-4246
Macon-Bibb County  
Business Development Services  
682 Cherry Street, Suite 500  
Macon, Georgia 31201  

Alcoholic Beverage Application Procedures and Instructions

<table>
<thead>
<tr>
<th>New</th>
<th>Liquor Package</th>
<th>Beer Package</th>
<th>Wine Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☒ Beer C.O.P.</td>
<td>☒ Wine C.O.P.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfer of Location</th>
<th>Liquor Mixed</th>
<th>Beer C.O.P.</th>
<th>Wine C.O.P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☒</td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change of Agent</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**HSAPK LLC**

D.B.A.: 2760 MONT PELIER LVE  
(478) 746-1385

**Hansa S. Patel**

APT-C-3  
MACON-O-A

**$150.00 Application Fee**

**Applicant and/or Agent Information**

1. Complete Surety License Bond.
2. Current photograph of applicant or agent.
3. Fingerprint of applicant are required.
4. Complete and sign Consent Form for State Wide Check.
5. Provide a valid copy of applicant's State of Georgia driver's license.

**Location Information**

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

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

**Signature of Applicant and/or Agent**

Date
MEASUREMENT FORM

Measured in a Straight Line From the Nearest Corner of Building

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

APPLICANT: HANSA S. PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2760 MONTPELIER AVENUE

BUSINESS NAME: M. M. GAS & FOOD MART

To Be Completed by County Engineer

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

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

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

Date: 6/16/14

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.
PERMIT NO: 2014-00020323

ISSUED TO NAME: Hansa S. Patel

OWNER'S NAME: MM GAS & FOOD MART INC

PROPOSED USE: c/o M.M. Gas Food Mart (C-store w/ gas / beer & wine sales)

ADDRESS OF PROPOSED USE: 2760 MONTPELIER AVE

STRUCTURE: EXISTING

MAP/PARCEL: Q0820172

ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations. With beer & wine pkg- to-go.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 12/13/2014 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

RECEIPT INFORMATION

<table>
<thead>
<tr>
<th>Permit Description</th>
<th>Charge Description</th>
<th>Charge</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial, Industrial, Institutional</td>
<td>$200.00</td>
<td>$200.00</td>
<td></td>
</tr>
</tbody>
</table>
STATE OF GEORGIA, COUNTY OF BIBB

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR ABOVE STATE AND COUNTY, DIANNE BUCK, WHO DEPOSES AND SAYS SHE IS THE CLASSIFIED/LEGAL MANAGER FOR THE MACON TELEGRAPH AND IS DULY AUTHORIZED BY THE PUBLISHER THEREOF TO MAKE THIS AFFIDAVIT, AND THAT ADVERTISEMENT AS PER ATTACHED CLIPPING HAS BEEN PUBLISHED IN THE MACON TELEGRAPH ON THE FOLLOWING DATES: 6/19, 26

SIGNED

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 27TH DAY OF JUNE, 2014

NOTARY PUBLIC, BIBB COUNTY, GEORGIA

120 Broadway • Macon, Georgia 31201
P.O. Box 4167 • Macon, Georgia 31208-4167
478-744-4246
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH CWC, LLC FOR MOVING OF CURRENT FURNISHINGS AND THE PURCHASE OF NEW INTERIOR FURNISHINGS FOR THE TAX COMMISSIONER'S OFFICE IN THE AMOUNT OF ONE HUNDRED FOUR THOUSAND TWO HUNDRED THIRTEEN AND 04/100 DOLLARS ($104,213.04) TO BE PAID FROM BOND FUNDS; AND FOR OTHER PURPOSES.

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

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

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

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

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

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

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

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

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

SO RESOLVED this ______ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTTEST:

__________________________
SHEILA THURMOND, CLERK OF COMMISSION
INDEPENDENT CONTRACTOR AGREEMENT

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

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

1. Services and Obligations of Independent Contractor

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

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

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the County at the Independent Contractor's request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff"), shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff's own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.
1.4 Control of County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of County employees. Independent Contractor can recommend certain actions to be taken by County employees to either the Mayor or the County Manager, but the County is under no obligation to accept or follow such recommendations.

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

2. Non-Employment Relationship between County and Independent Contractor

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

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

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

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

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

4. Company Prohibitions to Create a Safe Work Environment

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

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

5. Termination

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

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

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

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

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

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

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

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

7. Indemnification, Insurance, Risk Management, Bonding

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

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

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

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

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

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

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

11. Force Majeure

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

12. Applicable Law

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

13. Publicity

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

14. Time is of the Essence

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

15. Ownership

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

16. Certain Rules of Interpretation

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

17. Titles, Captions and Headings

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

18. Counterparts

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

19. Amendment

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

20. Exhibits

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

21. Severability

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

22. Entire Agreement

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

23. **Disputes**

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

24. **Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Affirmative Action Program

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

(a) Hiring

(b) Upgrading

(c) Promotion

(d) Transfer

(e) Layoff

(f) Termination

(g) Rates of pay and other forms of compensation

(h) Training programs and selection for training, apprenticeship

(i) Recruitment advertising, recruitment efforts

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

2. Insurance Requirements

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

$1,000,000.00 per occurrence

$2,000,000.00 general aggregate.

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

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

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

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

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

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

3. Verifications

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

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

COUNTY:

MACON-BIBB COUNTY

By: ____________________________
    Robert A.B. Reichert, Mayor

Attested: ________________________
    Shelia Thurmond, County Clerk

DATE

INDEPENDENT CONTRACTOR:

CWC, LLC

By: ____________________________
    Cliff Olmstead, Sr. Account Executive

DATE

Attested: ________________________
    Notary Public

DATE
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 5.A
COUNTY:
Macon-Bibb County

By:  
Robert A.B. Reichert, Mayor

Attested:  
Shelia Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

CWC, LLC

By:  
Cliff Olinstead, Sr. Account Executive

Attested:  
Notary Public

Date
Date
Date
Date
Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(i)

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

Federal Work Authorization User Identification Number

__________________________
Date of Authorization

__________________________
Name of Contractor

__________________________
Name of Project

__________________________
Name of Public Employer

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

Executed on ____________, 2021, in ____________ (city), ____________ (state).

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _______201______

NOTARY PUBLIC

My Commission Expires:

FALEGAL\OSAVE\Contractor\Affidavit 101.docx
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on ______________, 201__ in ______________ (city), ______________ (state).

Signature of Authorized Officer or Agent.

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

ON THIS THE ______ DAY OF ______________, 201__,

NOTARY PUBLIC

My Commission Expires:

______________________________
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on __________, 201__ in __________ (city), __________ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ______ DAY OF __________, 201__.

NOTARY PUBLIC

My Commission Expires: __________
**MACON-BIBB COUNTY PROCUREMENT DEPARTMENT**

**AWARD RECOMMENDATION**

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

The following documents are included with this recommendation:
- ☑ Buyer’s Award Recommendation (this form)
- ☑ Department Award Recommendation
- ☑ Furniture Proposal Matrix (Tabulation)
- ☑ Final Quote (CWC-Macon)

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

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

If recommending other than the lowest proposer please answer the following:
Did the low proposer meet the requirements of the bid? ☐ Yes ☐ No ☑ N/A

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE BID</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
</table>

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

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

**Details of solicitation process:**

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

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Director</td>
<td></td>
<td>6/30/2014</td>
</tr>
<tr>
<td>ACM, Operations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

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

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMM.</th>
<th>GL ACCT CODE.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/6/2014</td>
<td>931-45</td>
<td></td>
<td>Tax Commissioner</td>
<td>$158,000.00</td>
</tr>
<tr>
<td></td>
<td>420-15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CWC</td>
<td>$104,235.04</td>
</tr>
</tbody>
</table>

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

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

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

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

NAME: Thomas W Tedders  
TITLE: Tax Commissioner

SIGNATURE: Thomas W Tedders  
DATE: June 26, 2014
### Furniture Proposal Matrix

<table>
<thead>
<tr>
<th>Evaluation Criterion</th>
<th>BID Commercial Furnishings</th>
<th>Alt Bid</th>
<th>CWC BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>$130,950.59</td>
<td>$120,747.77</td>
<td>$91,290.33</td>
</tr>
<tr>
<td>Quote for Move</td>
<td>$6,589.74 to move all items listed in existing product spreadsheet</td>
<td>16 hrs. for $3,360.00 (any additional time needed capped at 10% over quoted price)</td>
<td></td>
</tr>
<tr>
<td>Warranty info provided?</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Drawings provided</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

**Additional areas of consideration:**

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

---

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

By: Nyasha Diale, MBA, CPPB  
Director of Procurement
# Furniture Proposal Matrix

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

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

By: 

[Signature] 6/6/2014
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Category</th>
<th>Price</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>HEATING ALL OFFICES</td>
<td>$1,295.00</td>
<td>$72.95</td>
<td>$10,641.50</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>CERAMIC 113, 115, 117</td>
<td>$60.00</td>
<td>$60.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>DESK CENTRAL</td>
<td>$748.50</td>
<td>$74.85</td>
<td>$4,491.00</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>FILE CABINETS ALL OFFICE</td>
<td>$520.00</td>
<td>$70.00</td>
<td>$520.00</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Củy 101</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>CURED 100, 111, 117, 117</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Style</td>
<td>Finish</td>
<td>Color</td>
<td>Brand</td>
<td>Part Number</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
<td>--------</td>
<td>-------</td>
<td>-------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>8</td>
<td>POP</td>
<td>POL</td>
<td>CEL</td>
<td>55-M2633-PD</td>
<td>Center Leg, Left, Left Pedestal Base</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Light Cherry</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Right Pedestal Base</td>
</tr>
<tr>
<td>9</td>
<td>POP</td>
<td>POL</td>
<td>CEL</td>
<td>33-M2644-PN</td>
<td>Center Leg, Right, Right Pedestal Base</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Light Cherry</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Right Pedestal Base</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TAX COMMISSIONER OFFICE, 1st</td>
</tr>
<tr>
<td>11</td>
<td>OPEN</td>
<td>POL</td>
<td>CEL</td>
<td>50-2226-CP</td>
<td>Two Piece Pedestal, Chair, and End Cap</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PML</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Forest Mahogany/White</td>
</tr>
<tr>
<td>12</td>
<td>OPEN</td>
<td>POL</td>
<td>CEL</td>
<td>65-2206-CP</td>
<td>Two Piece Pedestal, Chair, and End Cap</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PML</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Forest Mahogany/White</td>
</tr>
<tr>
<td>13</td>
<td>OPEN</td>
<td>POL</td>
<td>CEL</td>
<td>65-2206-SP</td>
<td>Two Piece Pedestal, Chair, and End Cap</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PML</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Forest Mahogany/White</td>
</tr>
<tr>
<td>14</td>
<td>OPEN</td>
<td>POL</td>
<td>CEL</td>
<td>85-2206-CP</td>
<td>Two Piece Pedestal, Chair, and End Cap</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PML</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Forest Mahogany/White</td>
</tr>
<tr>
<td>15</td>
<td>POP</td>
<td>POL</td>
<td>CEL</td>
<td>1101-3280-CT</td>
<td>Executive Pedestal with Side Drawers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PML</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Forest Mahogany/White</td>
</tr>
<tr>
<td>Item</td>
<td>Recliner</td>
<td>Stg. 1</td>
<td>Cat.</td>
<td>Part Number</td>
<td>Part Description</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>--------</td>
<td>------</td>
<td>-------------</td>
<td>------------------</td>
</tr>
<tr>
<td>17</td>
<td>OFS</td>
<td>G30</td>
<td>G30</td>
<td>GT44-60</td>
<td>40&quot; Round Top-1.1 FP 1997-Link-Back Cushion</td>
</tr>
<tr>
<td>18</td>
<td>OFS</td>
<td>G30</td>
<td>G30</td>
<td>JERK</td>
<td>DURACON PINE BASE</td>
</tr>
<tr>
<td>19</td>
<td>OFS</td>
<td>G30</td>
<td>G30</td>
<td>JERK</td>
<td>MATTE</td>
</tr>
<tr>
<td>20</td>
<td>OFS</td>
<td>G30</td>
<td>G30</td>
<td>JERK</td>
<td>FABRIC</td>
</tr>
<tr>
<td>21</td>
<td>OFS</td>
<td>G30</td>
<td>G30</td>
<td>JERK</td>
<td>ND2</td>
</tr>
<tr>
<td>22</td>
<td>OFS</td>
<td>G30</td>
<td>G30</td>
<td>JERK</td>
<td>BLACK/WALNUT</td>
</tr>
</tbody>
</table>

**Macon Bibb Tax Office**

**CLIFF OLMSTEAD**

4769558819
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Category</th>
<th>Total</th>
<th>Description</th>
<th>Category</th>
<th>Total</th>
<th>Description</th>
<th>Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Mask</td>
<td>Category 6</td>
<td>$20.00</td>
<td>Mask</td>
<td>Category 6</td>
<td>$20.00</td>
<td>Mask</td>
<td>Category 6</td>
<td>$20.00</td>
</tr>
<tr>
<td>24</td>
<td>Desk</td>
<td>Category 4</td>
<td>$1,149.00</td>
<td>Desk</td>
<td>Category 4</td>
<td>$1,149.00</td>
<td>Desk</td>
<td>Category 4</td>
<td>$1,149.00</td>
</tr>
<tr>
<td>26</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
</tr>
<tr>
<td>28</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
</tr>
<tr>
<td>29</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
<td>Office</td>
<td>Category 1</td>
<td>$465.15</td>
</tr>
</tbody>
</table>

*Note: The table shows various items with their descriptions, categories, and totals.*
<table>
<thead>
<tr>
<th>Stock</th>
<th>Description</th>
<th>Category</th>
<th>Alias</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>23.5MMX88LC</td>
<td>1</td>
<td>$ 89.00</td>
<td>$ 443.00</td>
<td>$ 443.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>LUMBY MANTLES 5X5</td>
<td>1</td>
<td>$ 6.00</td>
<td>$ 6.00</td>
<td>$ 6.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>GLASS GRABBACKER</td>
<td>22</td>
<td>$ 18.00</td>
<td>$ 396.00</td>
<td>$ 1,883.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>OCCASIONAL TABLE &amp; VALUE DESK</td>
<td>1</td>
<td>$ 181.00</td>
<td>$ 181.00</td>
<td>$ 181.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>80 x 30 TV STAND</td>
<td>2</td>
<td>$ 150.00</td>
<td>$ 300.00</td>
<td>$ 300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>10 x 14 TABLE</td>
<td>10</td>
<td>$ 14.00</td>
<td>$ 140.00</td>
<td>$ 140.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Category</td>
<td>Area 1</td>
<td>Qty</td>
<td>Unit Cost</td>
<td>Total Cost</td>
<td>Subtotal</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>----------</td>
<td>--------</td>
<td>-----</td>
<td>-----------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>14</td>
<td>Formed Mosaic with 1004 6&quot; Chenille</td>
<td>DEC1-240</td>
<td>4</td>
<td>$25.00</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>41</td>
<td>Surface Area 6000</td>
<td>DEC1-240</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>42</td>
<td>CUSTOM FORMAT W1256 2&quot; X 5&quot;</td>
<td>L07</td>
<td>1</td>
<td>$29.25</td>
<td>$29.25</td>
<td>$29.25</td>
<td>$29.25</td>
</tr>
<tr>
<td>43</td>
<td>CUSTOM FORMAT W1256 2&quot; X 5&quot;</td>
<td>L07</td>
<td>1</td>
<td>$38.25</td>
<td>$38.25</td>
<td>$38.25</td>
<td>$38.25</td>
</tr>
<tr>
<td>44</td>
<td>CUSTOM FORMAT W1256 2&quot; X 5&quot;</td>
<td>L07</td>
<td>1</td>
<td>$50.25</td>
<td>$50.25</td>
<td>$50.25</td>
<td>$50.25</td>
</tr>
<tr>
<td>45</td>
<td>CUSTOM FORMAT W1256 2&quot; X 5&quot;</td>
<td>L07</td>
<td>1</td>
<td>$60.25</td>
<td>$60.25</td>
<td>$60.25</td>
<td>$60.25</td>
</tr>
</tbody>
</table>

**Total Cost:** $129.25
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>WFA</td>
<td>110.3523Q</td>
<td>1</td>
<td>105.45</td>
<td>105.45</td>
<td>105.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>60.00</td>
<td></td>
<td>60.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>WFA</td>
<td>110.3524X</td>
<td>1</td>
<td>113.43</td>
<td>113.43</td>
<td>113.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>44.43</td>
<td></td>
<td>44.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>WFA</td>
<td>110.3524B</td>
<td>1</td>
<td>203.13</td>
<td>203.13</td>
<td>203.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>81.50</td>
<td></td>
<td>81.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>WFA</td>
<td>110.3524N</td>
<td>1</td>
<td>216.03</td>
<td>216.03</td>
<td>216.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>92.03</td>
<td></td>
<td>92.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>WFA</td>
<td>110.3550A</td>
<td>1</td>
<td>353.32</td>
<td>353.32</td>
<td>353.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>136.70</td>
<td></td>
<td>136.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>WFA</td>
<td>110.3555A</td>
<td>1</td>
<td>241.70</td>
<td>241.70</td>
<td>241.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>96.00</td>
<td></td>
<td>96.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>WFA</td>
<td>110.3555A</td>
<td>1</td>
<td>82.00</td>
<td></td>
<td>82.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HP</td>
<td></td>
<td>32.00</td>
<td></td>
<td>32.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>JM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Preview</td>
<td>Mfg</td>
<td>Cont.</td>
<td>Part Number</td>
<td>Part Description</td>
<td>Category</td>
</tr>
<tr>
<td>------</td>
<td>---------</td>
<td>-----</td>
<td>------</td>
<td>-------------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td>2513 11931</td>
<td>13 A 20000 lb Lift &amp; Tote w/ A/C, Enclosure &amp; Controls</td>
<td>0.01</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td></td>
<td></td>
<td>2513 11930</td>
<td>13 A 20000 lb Lift &amp; Tote w/ A/C, Enclosure &amp; Controls</td>
<td>0.01</td>
</tr>
<tr>
<td>03</td>
<td></td>
<td></td>
<td></td>
<td>2513 11930</td>
<td>13 A 20000 lb Lift &amp; Tote w/ A/C, Enclosure &amp; Controls</td>
<td>0.01</td>
</tr>
<tr>
<td>04</td>
<td></td>
<td></td>
<td></td>
<td>2513 11930</td>
<td>13 A 20000 lb Lift &amp; Tote w/ A/C, Enclosure &amp; Controls</td>
<td>0.01</td>
</tr>
<tr>
<td>05</td>
<td></td>
<td></td>
<td></td>
<td>2513 11930</td>
<td>13 A 20000 lb Lift &amp; Tote w/ A/C, Enclosure &amp; Controls</td>
<td>0.01</td>
</tr>
</tbody>
</table>

**Macon Bibb Tax Office**

8 of 9
Please see attached. The price includes some rehab on current furniture as well as the moving of current furniture.

Let me know of any issues.

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

From: Cliff Olmstead [mailto:cliff.olmstead@c-w-c.com]  
Sent: Friday, June 27, 2014 5:46 PM  
To: McCord, Wade  
Subject: pricing

Wade

I have attached the pricing for your new offices. We came in a little higher than I thought but I caught a big error on my part on the count for the 5 drawer vertical files it went from 17 to 42. The moving price throws that out by $3300. Installation is still included and is a turnkey project for you. The only other way to reduce any cost is to change the style of the desks, which I hope you can avoid. Thanks for this opportunity to work with you.

Cliff

Cliff Olmstead | Senior Account Executive  
p 478.330.6247 | in 478.955.9610 | f 478.495.8678  
105a Gateway Drive  
Macon, Ga 31210  
www.c-w-c.com

2011 – CWC Voted Best Place to Work — Medium Sized Company
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING CHAPTER 18 ARTICLE V OF THE CLAIMS AGAINST EMPLOYEES SECTION OF THE CODE OF ORDINANCES OF MACON-BIBB COUNTY TO INCLUDE MEMBERS AND EMPLOYEES OF THE MACON-BIBB COUNTY BOARD OF TAX ASSESSORS UNDER SAID ARTICLE; AND FOR OTHER PURPOSES.

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

WHEREAS, Macon-Bibb County has an interest in providing a legal defense for its employees who have a claim brought against them while performing their official duties on behalf of Macon-Bibb County; and

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

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

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

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

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

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

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

WHEREAS, the purpose of this ordinance amendment is to include any member, chief appraiser, and employee of the Macon-Bibb County Board of Tax Assessors under the employee definition of Section 18-50 of the Code of Ordinances of Macon-Bibb County; and

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

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that Chapter 18, Article V of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

**Section 1.**

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

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

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

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

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

Section 2

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

Section 3

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

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

Section 4

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

Section 5

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ________ day of ______________, 2014.

By:

ROBERT A.B. REICHERT, Mayor

Attest:

SHELIA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
Sec. 18-145. Responsibility of person filing report.

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

Sec. 18-146. Responsibility of department heads.

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

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

ARTICLE V. CLAIMS AGAINST EMPLOYEES

Sec. 18-150. Definitions.

Sec. 18-151. Exclusions.

Sec. 18-152. Construction.

Sec. 18-153. Defense of employees.

Sec. 18-154. Grounds for refusal of defense.

Sec. 18-155. Payment of judgments; compromise and settlement of claims.

Sec. 18-150. Definitions.

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

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

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

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

Sec. 18-151. Exclusions.

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

Sec. 18-152. Construction.

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

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

Sec. 18-153. Defense of employees.

Whenever any claim is made or proceeding is brought against any employee, either against him asserting personal liability for damages arising out of the performance of his duties or in any way connected therewith, whether based on negligence, violation of contract rights or violation of civil, constitutional, common law or other statutory rights, whether federal, state or local, Macon-Bibb County shall, upon his written request, provide for his defense by an attorney selected by Macon-Bibb County unless otherwise limited by the terms of this division. Macon-Bibb County may decline defense of an employee or decline payment of a claim against an employee if the employee has failed to give notice in writing of any claim or proceeding to the board within 30 days after the employee has notice of a claim or if the employee has failed to give such notice within five days after service of a proceeding.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION PROVIDING FOR
THE ESTABLISHMENT OF TAXING DISTRICTS, PROVIDING FOR THE LEVY,
ASSESSMENT, AND COLLECTION OF TAXES FOR MACON-BIBB COUNTY,
GEORGIA WITHIN SUCH DISTRICTS FOR THE CALENDAR YEAR 2014, AND
ESTABLISHING MILLAGE RATES FOR SAID PURPOSES AT 14.652 MILLS FOR
THE MACON-BIBB COUNTY TAX DISTRICT AND 4.85 MILLS FOR THE MACON
CITY TAX DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

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

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

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

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

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, a millage rate of 14.652 mills for the calendar year 2014 is hereby levied upon the taxable properties located in the Macon-Bibb County Tax District in accordance with Exhibit “A” attached hereto and incorporated herein by reference.

Section 7.

For the purpose of defraying the necessary expenses of Macon-Bibb County, Georgia for sustaining the credit thereof, for supporting and maintaining government, and for other purposes, a millage rate of 4.85 mills for the calendar year 2014 is hereby levied upon the taxable
properties located in the Macon City Tax District in accordance with Exhibit “B” attached hereto and incorporated herein by reference.

Section 8.

Nothing herein contained shall be deemed to undertake to modify the Freeport Exemption granted in Section 26-48 of the Code of Ordinances of Macon-Bibb County, Georgia.

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

(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 13.

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

Section 14.

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

SO ORDAINED this _____ day of ______________, 2014.

__________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

SHEILA THURMOND, CLERK OF COMMISSION
EXHIBIT "A"

Macon-Bibb County Tax District
Digest Valuations Millage Rate and Ad Valorem Taxes

[TO BE PROVIDED BY FINANCE DIRECTOR]
EXHIBIT “B”

Macon City Tax District
Digest Valuations Millage Rate and Ad Valorem Taxes

[TO BE PROVIDED BY FINANCE DIRECTOR]
EXHIBIT "C"

Timeline for Collection of 2014 Taxes

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

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

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

Any of these, except the November 17 date, may be done earlier than the date shown above.
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION AMENDING
CHAPTER 4 ARTICLE V OF THE CODE OF ORDINANCES OF MACON-BIBB
COUNTY TO ALLOW FOR THE RETAIL SALE OF WINE AND MALT
BEVERAGES FOR CONSUMPTION ON THE PREMISES OF AN
ESTABLISHMENT LICENSED FOR THE SALE OF GROWLERS; AND FOR
OTHER PURPOSES.

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

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

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

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

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

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

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

Section 1.

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

Sec. 4-128. Growlers.

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

Section 2.

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.
Section 3.

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

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

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

Section 4.

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

This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED this _____ day of ____________, 2014.

By: ____________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ____________________________
        SHELIA THURMOND, Clerk of Commission

(SEAL)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH COMMUNITY SOLUTIONS,
INC. FOR SERVICES PROVIDED TO THE MACON-BIBB COUNTY JUVENILE
COURT FOR A MAXIMUM OF $250,000.00 USING JUVENILE JUSTICE INCENTIVE
GRANT FUNDS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO
AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

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

SO RESOLVED this ____ day of ________________, 2014.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
SHELIA THURMOND, CLERK OF COMMISSION

[SEAL]
CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF BIBB

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

WITNESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   a) Arrest for a felony offense.

   b) Arrest and conviction for a misdemeanor offense which involves substance abuse.

   c) Acts involving moral turpitude.

   d) Fraternization outside the professional context with any participant of the Program.

   e) Conduct detrimental to the goals of the Program in the sole discretion of the Juvenile Court.

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

BY: ____________________________
    Robert D. Pidgeon, CEO
    Community Solutions, Inc.

JUVENILE COURT OF BIBB COUNTY

BY: ____________________________
    Thomas J. Matthews, Chief Judge

JUVENILE COURT OF BIBB COUNTY

BY: ____________________________
    Quintress J. Gilbert, Judge

MACON-BIBB COUNTY, GEORGIA

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

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

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

SO RESOLVED this _____ day of ________________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF COMMISSION

[SEAL]
CONTRACT FOR SERVICES

STATE OF GEORGIA

COUNTY OF BIBB

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

WITNESSETH:

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

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

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

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

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

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

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

4. **Compensation.** The County shall pay to Volunteer Macon, Inc. a sum not to exceed $58,000.00 to serve 30 youth between July 1, 2014 through June 30, 2015. An invoice shall be submitted by the Contractor to the Juvenile Court on the last day of the month (or on the nearest date should the day fall on a weekend) reflecting that month's work. Payment shall be made by County to Contractor within five business days of the court's approval of invoice. In the event that the program requests Volunteer Macon, Inc. to exceed serving 30 youth, compensation shall be agreed upon between Juvenile Court, Criminal Justice Coordinating Council and Volunteer Macon, Inc. and shall be identified as an addendum to this contract.

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

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

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

a) Arrest for a felony offense.

b) Arrest and conviction for a misdemeanor offense which involves substance abuse.

c) Acts involving moral turpitude.

d) Fraternization outside the professional context with any participant of the Program.

e) Conduct detrimental to the goals of the Program in the sole discretion of the Juvenile Court.

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

BY: ______________________________
   Gigi Rolfe, Executive Director
   Volunteer Macon, Inc.

JUVENILE COURT OF BIBB COUNTY

BY: ______________________________
   Thomas J. Matthews, Chief Judge

JUVENILE COURT OF BIBB COUNTY

BY: ______________________________
   Quintress J. Gilbert, Judge

BIBB COUNTY, GEORGIA

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

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

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

SO RESOLVED this ______ day of ____________, 2014.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

______________________________
SHEILA THURMOND, CLERK OF COMMISSION

[SBAL]
CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF BIBB

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

WITNESSETH:

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

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

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

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

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

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

   b) Screen referred program youth to determine appropriateness for pilot
program;

c) Synchronize service providers for the Multi-disciplinary Team Staffings and follow-through with youth and families;

d) Assist youth and families with understanding guidelines of recommended Primary and Secondary Interventions and immediately report back to Judges of any non-compliance or public safety issues specific to program youth;

e) Maintain records of program participants and prepare reports as outlined in the Special Conditions of the Juvenile Justice Incentive Grant (attachment A).

f) Update the Judges on a weekly basis on the progress of program youth;

g) Other duties as may be required by the Juvenile Court Judges.

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

Contractor must submit to a background check prior to working with any youth referred to the Program.

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

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

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

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

   a) Arrest for a felony offense.

   b) Arrest and conviction for a misdemeanor offense which involves substance abuse.

   c) Acts involving moral turpitude.

   d) Fraternization outside the professional context with any participant of the Program.

   e) Conduct detrimental to the goals of the Program in the sole discretion of the Juvenile Court.

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

BY: __________________________
   Marie Martin

JUVENILE COURT OF BIBB COUNTY

BY: __________________________
   Thomas J. Matthews, Chief Judge

JUVENILE COURT OF BIBB COUNTY

BY: __________________________
   Quintress J. Gilbert, Judge

MACON-BIBB COUNTY, GEORGIA

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

ATTEST: _________________________
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the GEORGIA SPORTS HALL OF FAME FOUNDATION, INC., hereinafter referred to as “Sports Hall of Fame” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Sports Hall of Fame is of great historical importance to the community and serves the community by providing the history of sports in Georgia to Middle Georgia citizens, unique educational opportunities for elementary, middle and high school students, health and wellness programs that encourage students to make healthy lifestyle choices and inspire Middle Georgia youth to become leaders on and off the field through character development initiatives; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in multicultural events; and

WHEREAS, the County and the Sports Hall of Fame deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Sports Hall of Fame, for the consideration hereinafter named, agree as follows:

(1) The Sports Hall of Fame hereby agrees:

(a) To provide the history of sports in Georgia;

(b) To provide educational opportunities for area school children;

(c) To continue its efforts to encourage students to make healthy lifestyle choices and become leaders in their community; and
(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(e) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Sports Hall of Fame the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in
duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: __________________________
         Sheila Thurmond, Clerk of Commission

GEORGIA SPORTS HALL OF FAME
FOUNDATION, INC.

BY: ____________________________
    David Durham, CEO

ATTEST: __________________________
        Alan C. Grant, Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $95,000.00 FOR FISCAL YEAR 2015 IN SUPPORT OF KEEP MACON-BIBB BEAUTIFUL COMMISSION, UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was Keep Macon-Bibb Beautiful Commission; and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Ninety-Five Thousand and 00/100 Dollars ($95,000.00) to Keep Macon-Bibb Beautiful Commission, in support of the organization's desire to provide to the citizens of Macon-Bibb County services in the area of education, culture, recreation, beautification, energy conservation and recycling; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with the Keep Macon-Bibb Beautiful Commission, in the amount of NINETY-FIVE THOUSAND and 00/100 DOLLARS ($95,000.00) for the Keep Macon-Bibb Beautiful Commission to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially 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
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between KEEP MACON-BIBB BEAUTIFUL COMMISSION, a non-profit corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as “KMBBC” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, KMBBC is a 501(c)(3) and operates as an instrumentalist government organization. It was created by ordinances of Macon-Bibb County. KMBCC provides to the citizens of Macon-Bibb County, services in the area of education, culture, recreation, beautification, energy conservation and recycling; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in library services; and

WHEREAS, the County and KMBBC deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and KMBBC, for the consideration hereinafter named, agree as follows:

(1) The KMBBC hereby agrees:

(a) To bring a cleaner and more beautiful community environment; and

(b) To educate the public to conserve our landfill; and

(c) To promote efficient use of energy resources; and
(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(e) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay KMBBC the sum of NINETY-FIVE THOUSAND AND NO/100 DOLLARS ($95,000.00) in equal monthly installments as well as TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) of in-kind services to be furnished in support of the Bookmobile. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: __________________________
    Robert A.B. Reichert, Mayor

ATTEST: _______________________
         Sheila Thurmond, Clerk of Commission

KEEP MACON-BIBB BEAUTIFUL COMMISSION

BY: __________________________
    Pamela M. Carswell, CEO

ATTEST: _______________________
         Charlotte Woody, Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the FRIENDS OF THE DOUGLASS THEATRE COMPLEX, INC., hereinafter referred to as "Douglass Theatre" and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the Douglass Theatre is of great historical importance to the community and serves the community by providing multicultural events, films, and holding educational performances for the citizens of Middle Georgia; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in multicultural events; and

WHEREAS, the County and the Douglass Theatre deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Douglass Theatre, for the consideration hereinafter named, agree as follows:

(1) The Douglass Theatre hereby agrees:

(a) To provide a variety of multicultural events and films;

(b) To provide educational performances for area school children;

(c) To continue its efforts to draw widely-varied audiences for files and national-quality performance events; and

(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of
all County funds. This maintenance requirement extends to the
books of original entry, source documents supporting accounting
transactions, the general ledger, subsidiary ledgers, consultant and
contractor payroll records, cancelled checks, and related
documents and records. Documentation shall be maintained in
such detail that will permit tracing transactions from the invoices
to the financial statement, to the accounting records, and to the
supporting documentation.

It is further agreed that all records relevant to the receipt of County
funds will be preserved a minimum of three years after acceptance
of the agency’s annual audit report, and shall be subject at all
reasonable times to inspection, examination, monitoring, copying,
excerpting, transcribing, and audit by the Macon-Bibb County
Board of Commissioners, the Internal Auditor for Macon-Bibb
County, other independent auditors under contract to the County,
or state or federal government auditors.

The engagement letter with the agency’s independent auditor will
provide that the independent auditor’s work papers are subject to
review by the Internal Audit staff of the County, other independent
auditors under contract to the County, or state or federal
government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Douglass Theatre the sum of NINETY-SIX THOUSAND
AND NO/100 DOLLARS ($96,000.00) in equal monthly installments.
Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30,
2015, that surplus amount will be deducted from the amount to be paid in
the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing
on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
   Robert A.B. Reichert, Mayor

ATTEST: __________________________
   Shelia Thurmond, Clerk of Commission

FRIENDS OF THE DOUGLASS THEATRE COMPLEX, INC.

BY: ____________________________
   Jimmy Mills, Jr., CEO

ATTEST: __________________________
   George Muhammad, Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MUSEUM OF ARTS & SCIENCES, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as "Museum of Arts & Sciences" and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the Museum of Arts & Sciences owns and operates a non-profit organization which acquires, preserves, studies, interprets and exhibits objects of scientific, historical, cultural and artistic value that have inherent significance for the citizens of Middle Georgia, so as to promote a fuller understanding of man, his heritage and environment; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in museum programs; and

WHEREAS, the County and the Museum of Arts & Sciences deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Museum of Arts & Sciences, for the consideration hereinafter named, agree as follows:

1. The Museum of Arts & Sciences hereby agrees:
   (a) To provide a very strong set of programs and exhibits;
   (b) To continue to focus on increasing African-American participation and involvement;
   (c) To continue to focus on the long-term infrastructure needs of the Museum; and
(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(e) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(f) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(g) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Museum of Arts & Sciences the sum of TWO HUNDRED THIRTY- SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($237,500.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: _________________________________
   Robert A.B. Reichert, Mayor

ATTEST: _______________________________
        Shelia Thurmond, Clerk of Commission

MUSEUM OF ARTS & SCIENCES, INC.

BY: _________________________________
   Susan Welsh, CEO

ATTEST: _______________________________
        Tony Rojas, Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between
MACON-BIBB COUNTY BOARD OF HEALTH, a non-profit organization created and
existing under the laws of the State of Georgia, hereinafter referred to as “Board of Health” and
MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to
as “County”.

WITNESSETH:

WHEREAS, the Board of Health owns and operates a non-profit organization which
provides health services to residents of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of
participation in health services; and

WHEREAS, the County and the Board of Health deem it desirable to enter into a written
agreement setting forth the respective privileges, obligations and duties of the parties hereto and
defining the services and privileges granted and the terms and conditions and considerations on
which they are granted.

NOW, THEREFORE, the County and Board of Health, for the consideration hereinafter
named, agree as follows:

(1) The Board of Health hereby agrees:

(a) To provide a full range of physical health services as follows:

Vital Records
Environmental Health
Dental Health
Health Education
Early Intervention
Nursing Services
Immunizations
Infectious Diseases
Women’s Health
Family Planning
To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County, which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.
To, if applicable, ensure that the agency complies with the "Open Meetings Act", O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:

To pay the Board of Health the sum of SIX HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($633,400.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ______________________
    Robert A.B. Reichert, Mayor

ATTEST: ______________________
    Sheila Thurmond, Clerk of Commission

MACON-BIBB COUNTY BOARD OF HEALTH

BY: ______________________
    David Gowan, Board Chairman

ATTEST: ______________________
    Nancy White, Board Secretary
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $2,785,700.00 FOR FISCAL YEAR 2015 IN SUPPORT OF THE MIDDLE GEORGIA REGIONAL LIBRARY, AND $10,000.00 OF IN KIND SERVICES IN SUPPORT OF THE BOOKMOBILE UNDER THE ADOPTED BUDGET FOR THE OPERATION OF THE MACON-BIBB COUNTY GOVERNMENT FOR FISCAL YEAR 2015; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 30, 2014, the Macon-Bibb County Commission adopted a budget appropriating sums for the operation of the Macon-Bibb County Government for Fiscal Year 2015; and

WHEREAS, the adopted budget included allocations for various outside agencies, one of which was the Middle Georgia Regional Library (Macon-Bibb County Library Board of Trustees); and

WHEREAS, the Macon-Bibb County Commission allocated a sum of Two Million Seven Hundred Eighty-Five Thousand Seven Hundred and 00/100 Dollars ($2,785,700.00) to the Middle Georgia Regional Library and Ten Thousand and 00/100 Dollars ($10,000.00) to the Bookmobile, in support of the organization’s desire to provide to the citizens of Middle Georgia all the advantages of participation in library services; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with the Middle Georgia Regional Library, in the amount of TWO MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED and 00/100 DOLLARS ($2,785,700.00) for the Middle Georgia Regional Library and TEN THOUSAND and 00/100 DOLLARS ($10,000.00) for the support of the Bookmobile to be funded from the Macon-Bibb County Budget for Fiscal Year 2015 and to be paid in equal monthly installments, in essentially 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
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY LIBRARY BOARD OF TRUSTEES, a non-profit corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "Library Board" and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the Library Board owns and operates a non-profit organization which provides library services to the residents of Macon-Bibb County including mobile book services, summer reading programs, computer classes, story time, genealogical and historical studies and other community services; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in library services; and

WHEREAS, the County and Library Board deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Library Board, for the consideration hereinafter named, agree as follows:

(1) The Library Board hereby agrees:

(a) To make available for all citizens for Macon-Bibb County, basic and specialized public library services; and

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

EXHIBIT

A
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(e) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of
all County funds. This maintenance requirement extends to the
books of original entry, source documents supporting accounting
transactions, the general ledger, subsidiary ledgers, consultant and
contractor payroll records, cancelled checks, and related
documents and records. Documentation shall be maintained in
such detail that will permit tracing transactions from the invoices
to the financial statement, to the accounting records, and to the
supporting documentation.

It is further agreed that all records relevant to the receipt of County
funds will be preserved a minimum of three years after acceptance
of the agency’s annual audit report, and shall be subject at all
reasonable times to inspection, examination, monitoring, copying,
excerpting, transcribing, and audit by the Macon-Bibb County
Board of Commissioners, the Internal Auditor for Macon-Bibb
County, other independent auditors under contract to the County,
or state or federal government auditors.

The engagement letter with the agency’s independent auditor will
provide that the independent auditor’s work papers are subject to
review by the Internal Audit staff of the County, other independent
auditors under contract to the County, or state or federal
government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Library Board the sum of TWO MILLION SEVEN
HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED AND
NO/100 DOLLARS ($2,785,700.00) in equal monthly installments as well
as TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) of in-kind
services to be furnished in support of the Bookmobile. Payments to be
made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30,
2015, that surplus amount will be deducted from the amount to be paid in
the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing
on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ________________________________
    Robert A.B. Reichert, Mayor

ATTEST: ________________________________
    Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY LIBRARY BOARD
OF TRUSTEES

BY: ________________________________
    Suzanne McCullough, Interim Director

ATTEST: ________________________________
    Hannah N. Warren, Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MIDDLE GEORGIA REGIONAL COMMISSION, an agency organized and existing under the laws of the State of Georgia, hereinafter referred to as “RC” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the RC operates an agency which works with the eleven (11) county area in Middle Georgia to further the total development of the human, economic and natural resources available; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in the RC programs; and

WHEREAS, the County and the RC deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the RC, for the consideration hereinafter named, agree as follows:

(1) The RC hereby agrees:

(a) To continue to provide services to local governments in a wide variety of fields, including:

- Economic Development
- Solid Waste Planning
- Transportation Planning
- Grantsmanship Programs
- Financing for Private Sector Businesses
- Planning and Delivery of Service to Elderly
- Community Care Programs
- Historic Preservation
- Intergovernmental Review Process
- General Technical Assistance to Member Governments; and

(b) To conform to Sec. 2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from the County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. The county will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. The county reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.
To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Commission, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:

To pay the Centreplex the sum of TWO HUNDRED EIGHTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($218,300.00), in equal monthly installments. Payments are to be made no later than the 5th of each month.

If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: __________________________
    Robert A.B. Reichert, Mayor

ATTEST: _________________________
        Shelia Thurmond, Clerk of Commission

MACON CENTREPLEX

BY: __________________________
    Ralph Nix, Executive Director

ATTEST: _________________________
        Carol Payton, Executive Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between MACON-BIBB COUNTY TRANSIT AUTHORITY, a public agency organized and existing under the laws of the State of Georgia, hereinafter referred to as “Transit Authority” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Transit Authority operates an agency which provides public transportation services to the residents of Macon-Bibb County.

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in public transportation services; and

WHEREAS, the County and the Transit Authority deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Transit Authority, for the consideration hereinafter named, agree as follows:

(1) The Transit Authority hereby agrees:

(a) To provide high quality, dependable and affordable public transportation services to the citizens of Macon-Bibb County.

(b) To conform to Sec. 2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from the County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the
management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no further.

(d) Review and report. The county will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. The county reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Commission, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:
To pay the Transit Authority the sum of TWO MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND AND NO/100 DOLLARS ($2,751,000.00), in equal monthly installments. Payments are to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ________________________
    Robert A.B. Reichert, Mayor

ATTEST: _____________________
         Sheila Thurmond, Clerk of Commission

MACON-BIBB COUNTY TRANSIT AUTHORITY

BY: ________________________
    Craig Ross, Chairman

ATTEST: _____________________
         Richard L. Jones, CEO
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between RIVER EDGE BEHAVIORAL HEALTH CENTER, a public agency organized and existing under the laws of the State of Georgia, hereinafter referred to as “River Edge” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, River Edge operates an agency which provides health services to the residents of the Middle Georgia Area.

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in health services; and

WHEREAS, the County and River Edge deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and River Edge, for the consideration hereinafter named, agree as follows:

(1) River Edge hereby agrees:

(a) To provide services to mentally ill, mentally retarded and chemically dependent citizens.

(b) To conform to Sec. 2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant who shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than
$5,000.00 in tax funds derived from the County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. The county will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. The county reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To provide services to the Bibb County Law Enforcement Center as contained in attached Exhibit “A” (effective 04-01-99).

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(e) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(f) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the
invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excepting, transcribing, and audit by the Macon-Bibb County Commission, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay River Edge the sum of FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($425,000.00) in equal monthly installments. Payments are to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

An additional amount of $264,000 or $22,000 per month for services described in Exhibit “A”, which will be provided under the Sheriff’s Office budget.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: __________________________
         Sheila Thurmond, Clerk of Commission

RIVER EDGE BEHAVIORAL HEALTH CENTER

BY: ____________________________
    Ray Bennett, Chairman

ATTEST: __________________________
        Shannon T. Harvey, CEO
EXHIBIT “A”

BIBB COUNTY LAW ENFORCEMENT CENTER

Mental Health Services To Be Provided By
River Edge Behavioral Health Center

A. One Clinical Social Worker

B. One Forensic Case Manager

C. One Clerk

D. Conduct two Psychiatric Clinics per week (max of 16 inmates per clinic) and on-call availability.

E. Provide for clinical staff to assist in the completion of Involuntary Admission Orders to the State Hospital when necessary.

F. Provide for clinical staff to be on-call for after-hour emergencies.

G. Provide for clinical staff to be on-call for weekends and holidays.

H. Conduct time limited psychotherapy groups.
   (1) Two groups per week for males (10 – 12 inmates per group) addressing medication monitoring, mental illness education and discharge planning.
   (2) One group per week for females (10-12 inmates per group) addressing medication monitoring, mental illness education and discharge planning.

I. Conduct substance abuse groups.
   (1) Two groups per week for males (15 – 20 inmates per group)
   (2) One group per week for females (15 – 20 inmates per group)

J. Training for correctional staff regarding mental health issues.

K. Assist in the development of Policies and Procedures, Job Descriptions, etc., for mental health purposes.

L. Provide for administrative oversight for the delivery of mental health services at the Bibb County LEC.
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the HISTORIC HILLS & HEIGHTS DEVELOPMENT CORPORATION, a charitable organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Historic Hills & Heights” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, Historic Hills & Heights owns and operates a charitable corporation which provides the advantages of participation in certain rehabilitation and redevelopment services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in rehabilitation and redevelopment services; and

WHEREAS, the County and Historic Hills & Heights deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and Historic Hills & Heights, for the consideration hereinafter named, agree as follows:

(1) Historic Hills & Heights hereby agrees:

(a) To facilitate the rehabilitation and redevelopment of certain neighborhoods in Macon-Bibb County; and

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public
accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(e) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and
contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay Hills & Heights the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($67,500.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.
MACON-BIBB COUNTY

BY:
Robert A.B. Reichert, Mayor

ATTEST:
Sheila Thurmond, Clerk of Commission

HISTORIC HILLS & HEIGHTS
DEVELOPMENT CORPORATION

BY:
CEO

ATTEST:
Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY PLANNING & ZONING COMMISSION, a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “P & Z Commission” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the P & Z Commission owns and operates a non-profit organization which provides the advantages of participation in economic development services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in economic development services; and

WHEREAS, the County and the P & Z Commission deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the P & Z Commission, for the consideration hereinafter named, agree as follows:

(1) The P & Z Commission hereby agrees:

(a) To carry out the planning program function which includes:

   Comprehensive Planning
   Transportation Planning
   Local Planning Services; and

(b) To administer land development regulations; and
(c) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:

To pay the P & Z Commission the sum of EIGHT HUNDRED EIGHTY-THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($880,900.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ___________________________
  Robert A.B. Reichert, Mayor

ATTEST: _________________________
  Sheila Thurmond, Clerk of Commission

MACON-BIBB COUNTY PLANNING & ZONING COMMISSION

BY: ___________________________
  James P. Thomas, Executive Director

ATTEST: _________________________
  Sheila J. Burns, Commission Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the TUBMAN AFRICAN AMERICAN MUSEUM, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Tubman Museum” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Tubman Museum owns and operates a non-profit organization which provides educational services to residents of Macon-Bibb County regarding African American art, history and culture; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in museum programs; and

WHEREAS, the County and the Tubman Museum deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Tubman Museum, for the consideration hereinafter named, agree as follows:

(1) The Tubman Museum hereby agrees:

(a) To provide galleries and exhibition spaces which reflect African American art, history and culture; and

(b) To provide a resource center which contains over one-thousand books and videos which pertain to African American art, history and culture; and

(c) To provide a visual and performing arts program to give children the opportunity to learn skills and improve discipline; and
(d) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

The County hereby agrees in consideration of the above:

To pay the Tubman Museum the sum of TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($237,500.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ________________________________
  Robert A.B. Reichert, Mayor

ATTEST: ________________________________
  Shelia Thummond, Clerk of Commission

TUBMAN AFRICAN AMERICAN MUSEUM, INC.

BY: ________________________________
  Tommy Lee Sands, CEO

ATTEST: ________________________________
  Ruth Knox, Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY LAND BANK AUTHORITY, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Land Bank Authority” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Land Bank Authority owns and operates a non-profit organization which provides the advantages of participation in community and economic development services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in community and economic development services; and

WHEREAS, the County and the Land Bank Authority deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Land Bank Authority, for the consideration hereinafter named, agree as follows:

(1) The Land Bank Authority hereby agrees:

(a) To return non-tax properties to a productive use; and

(b) To work in a collaborative effort with Macon-Bibb County in the implementation of community and economic development by fostering the creation of jobs, new industry and production of affordable housing for low-income individuals; and

(c) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(e) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.
To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Land Bank Authority the sum of TWO HUNDRED TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($202,400.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in
duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ________________________________
   Robert A.B. Reichert, Mayor

ATTEST:
   Shelia Thurmond, Clerk of Commission

MACON-BIBB COUNTY LAND BANK
AUTHORITY, INC.

BY: ________________________________
   Bert Bivins, III, Chairman

ATTEST:
   Chuck W. O'Neal, Jr., Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the BIBB COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES, a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “DFCS” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, DFCS owns and operates a non-profit organization which provides certain welfare services to the needy citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in welfare services; and

WHEREAS, the County and DFCS deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and DFCS, for the consideration hereinafter named, agree as follows:

(1) DFCS hereby agrees:

(a) To provide welfare services to qualified recipients of Macon-Bibb County in the following areas:

Welfare Administration
General Assistance
Child Welfare
Mental Health Court

(b) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:
(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(c) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.

(d) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(e) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of
all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency’s annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excepting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency’s independent auditor will provide that the independent auditor’s work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay DFCS the sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($850,000.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended by DFCS on June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.
MACON-BIBB COUNTY

BY: ________________________________
    Robert A.B. Reichert, Mayor

ATTEST: ________________________________
        Shelia Thurmond, Clerk of Commission

BIBB COUNTY DEPARTMENT OF FAMILY
AND CHILDREN SERVICES

BY: ________________________________
    Martha K. Blue, Director

ATTEST: ________________________________
        Secretary
THIS AGREEMENT made and entered into this 1st day of July, 2014, by and between the MACON-BIBB COUNTY INDUSTRIAL AUTHORITY, a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “Industrial Authority” and MACON-BIBB COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the Industrial Authority owns and operates a non-profit organization which provides the advantages of participation in economic development services to the citizens of Macon-Bibb County; and

WHEREAS, the County desires to offer to its area citizens all of the advantages of participation in economic development services; and

WHEREAS, the County and the Industrial Authority deem it desirable to enter into a written agreement setting forth the respective privileges, obligations and duties of the parties hereto and defining the services and privileges granted and the terms and conditions and considerations on which they are granted.

NOW, THEREFORE, the County and the Industrial Authority, for the consideration hereinafter named, agree as follows:

(1) The Industrial Authority hereby agrees:

(a) To encourage, induce, assist and promote the location and expansion of industrial and commercial facilities throughout the territorial limits of Macon-Bibb County; and

(b) To promote and expand the public good, welfare, industry and trade within Macon-Bibb County resulting in increased employment opportunities for citizens of Macon-Bibb County; and
(c) To conform to §2-16 of the Inaugural Code of Ordinances for Macon-Bibb County which contains the following provisions regarding the remittance of audit reports:

(a) Required annually. Every agency receiving at least $5,000.00 in tax funds derived from the county shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Those agencies receiving less than $5,000.00 in tax funds derived from Macon-Bibb County shall submit a compilation made at least annually by a Certified Public Accountant.

(b) Time frame. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from Macon-Bibb County and a copy thereof furnished to the board of commissioners of the county along with a copy of the management letter not later than 120 days following the end of the fiscal year for reporting agencies having expenditures of less than $3,000,000.00 and 180 days following the end of the fiscal year for reporting agencies having expenditures in excess of $3,000,000.00.

(c) Extension of time. For good cause shown to the finance director, time for filing the audit report and management letter with the board of commissioners of the county may be extended by 30 days, but his authority shall go no farther.

(d) Review and report. Macon-Bibb County will cause a review of the audit to be made and will report to the agency involved any exceptions which it finds to the management of public funds entrusted to it.

(e) Penalty for failure to file. Macon-Bibb County reserves the right to suspend further payments in the event an agency fails to file a timely audit report and management letter prepared by a certified public accountant.

(d) To, if applicable, ensure that the agency complies with the “Open Meetings Act”, O. C. G. A. §50-14-1 through §50-14-6, as amended effective 07-01-99.
(e) To provide the County with monthly financial statements covering your agency no later than the 20th day of the following month.

(f) To maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all County funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

It is further agreed that all records relevant to the receipt of County funds will be preserved a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Macon-Bibb County Board of Commissioners, the Internal Auditor for Macon-Bibb County, other independent auditors under contract to the County, or state or federal government auditors.

The engagement letter with the agency's independent auditor will provide that the independent auditor's work papers are subject to review by the Internal Audit staff of the County, other independent auditors under contract to the County, or state or federal government auditors.

(2) The County hereby agrees in consideration of the above:

To pay the Industrial Authority the sum of FOUR HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($424,600.00) in equal monthly installments. Payments to be made no later than the 5th of each month.

(3) If any of the above awarded funds remain unexpended as of June 30, 2015, that surplus amount will be deducted from the amount to be paid in the following year.

(4) The term of this agreement shall be for twelve (12) months, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2015.
IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, each of which shall be an original, the day and year first above written.

MACON-BIBB COUNTY

BY: ____________________________
    Robert A.B. Reichert, Mayor

ATTEST: __________________________
    Sheila Thurmond, Clerk of Commission

MACON-BIBB COUNTY INDUSTRIAL AUTHORITY

BY: ____________________________
    Clifford Whitby, Chairman

ATTEST: __________________________
    Stephen Adams, Secretary
A 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; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has several distressed properties, vacant lots and various other conditions in local communities now included in the expanded areas of the 2014 Urban Redevelopment Plan, which result in blight and diminished property values; and

WHEREAS, these areas result in communities that are unsafe and hazardous to the public; and

WHEREAS, there are structures in these areas that have been condemned by Economic and Community Development as they were visual eyesores, and a danger to the public; and

WHEREAS, the demolition of the condemned properties, maintenance of the vacant lots and other methods of infrastructure beautification are necessary to decrease the prevalence of blight in our community; and

WHEREAS, there are vacant lots in these expanded areas that are in need of maintenance so as to maintain public safety; and

WHEREAS, there are other aspects of the infrastructure in these expanded areas that are in need of various beautification efforts; and

WHEREAS, due to budgetary constraints and other reasons, the demolition of houses, maintenance of vacant lots, and various other aspects of infrastructure beautification in these expanded areas are not possible at the present time; and

WHEREAS, obtaining bond revenue would allow Macon-Bibb County to complete demolition, maintain vacant lots and complete various other aspects of infrastructure in these expanded areas in a more expeditious manner; and
WHEREAS, the demolition, maintenance and completion of various infrastructure beautification in these expanded areas will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that further investigation and necessary action is authorized to conduct an investigation to obtain information regarding bond revenue so as to complete the demolition of houses, maintenance of vacant lots, and various other infrastructure beautification in the expanded areas of the 2014 Redevelopment Plan, subject to final approval to obtain any available bond revenue by the Macon-Bibb County Commission.

SO RESOLVED this ___ day of _______________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
SHEILA THURMOND, CLERK OF COMMISSION
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 5, SEC. 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; 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, the current Macon-Bibb County Animal Welfare violation fees are substantially lower than those charged by nearby comparative governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director wishes to bring the fees for animal violations in line with comparative local governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director hopes that the possible incursion of said fees will encourage compliance with our local animal ordinances, thereby promoting the safety of the citizens and animals of Macon-Bibb County; and

WHEREAS, there are mandated continuing education requirements for the employees of Macon-Bibb County Animal Welfare; and

WHEREAS, the addition of a five dollar ($5.00) fee to be placed on every animal welfare citation will be used to fund mandated Animal Welfare educational requirements for its employees; 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 5, Sec. 5-12 — Care and control of licensed or permitted animals; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-12 to read as follows:
Sec. 5-12. Care and control of licensed or permitted animals.

Sec. 5-12.

(a) It shall be the duty of the owner, caretaker, or possessor of any licensed or permitted animal to provide adequate shelter, food water, and sanitary conditions for said animal at all times, and to provide said animal with necessary medical care including, but not limited to, the required annual rabies vaccination.

(b) The owner of any licensed or permitted animal shall be responsible for maintaining control of that animal at all times so as not to be a danger to the person or property of others, or constitute a nuisance as defined in sections 15-1 and 15-26(b)(3).

The owner of any licensed or permitted animal shall be in violation of this code section if he or she allows their animal to (1) defecate on private property other than that of the owner or on public property unless such waste is immediately removed and properly disposed of by the animal owner; (2) chase moving vehicles including bicycles; (3) molest, attack or interfere with persons in the use of the public rights-of-way; (4) otherwise act in a manner that is contrary to the public health, welfare or safety according to the law.

(c) Every female cat or dog in heat shall be kept segregated from males of their species, except for intentional breeding by the owner.

(d) A person who is convicted or who pleads guilty or nolo contendre to a violation of this section shall suffer the following minimum punishment:

(1) First offense, a minimum fine of seventy-five dollars ($75.00).
(2) Second offense within a one-year period, a minimum fine of one hundred fifty dollars ($150.00).
(3) Third offense within a one-year period, a minimum fine of two hundred twenty-five dollars ($225.00), with a mandatory appearance in Municipal Court.
(4) Fourth offense within a one-year period, a minimum fine of three hundred dollars ($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 five dollar ($5.00) fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

Section 2.

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

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

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 5.

(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 6.

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 7.**

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

**Section 8.**

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
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, TO REVISE CHAPTER 5, SEC. 5-13 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY INCREASING THE AMOUNT CHARGED FOR THE OFFENSE OF ABANDONING A DOMESTICATED ANIMAL; 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, the current Macon-Bibb County Animal Welfare violation fees are substantially lower than those charged by nearby comparative governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director wishes to bring the fees for animal violations in line with comparative local governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director hopes that the possible incursion of said fees will encourage compliance with our local animal ordinances, thereby promoting the safety of the citizens and animals of Macon-Bibb County; and

WHEREAS, there are mandated continuing education requirements for the employees of Macon-Bibb County Animal Welfare; and

WHEREAS, the addition of a five dollar ($5.00) fee to be placed on every animal welfare citation will be used to fund mandated Animal Welfare educational requirements for its employees; 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 5, Sec. 5-13 — Abandonment of animals prohibited; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-13 to read as follows:

S:\Law\ORD MACON-BIBB2014 Revision to Sec. 5-13 Abandonment of animals prohibited
Sec. 5-13. Abandonment of animals prohibited.

Sec. 5-13.

(a) It shall be unlawful for any person to knowingly and intentionally abandon any domesticated animal upon any public or private property or public right-of-way within Macon-Bibb County. Each person who does abandon, knowingly or willingly permits such abandonment, or aids in the abandonment of any domesticated animal shall be in violation of this section.

(b) A person who is convicted, or who pleads guilty or nolo contendere to a violation of this section shall suffer the following minimum punishment:

1. First offense, a minimum fine of one hundred fifty dollars ($150.00).
2. Second offense, a minimum fine of three hundred dollars ($300.00).
3. Third offense, a minimum fine of five hundred dollars ($500.00), with a mandatory appearance in Municipal Court.
4. Fourth offense, a minimum fine of one thousand five hundred dollars ($1500.00), 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 five dollar ($5.00) fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

Section 2.

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

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

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 5.

(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 6.

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 7.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.
Section 8.

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

SO ORDAINED 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 5, SEC. 5-22 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY INCREASING THE AMOUNT CHARGED FOR THE OFFENSE OF TETHERING AND TRANSPORT, PROHIBITED CONDUCT; 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, the current Macon-Bibb County Animal Welfare violation fees are substantially lower than those charged by nearby comparative governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director wishes to bring the fees for animal violations in line with comparative local governments; and

WHEREAS, the Macon-Bibb County Animal Welfare director hopes that the possible incursion of said fees will encourage compliance with our local animal ordinances, thereby promoting the safety of the citizens and animals of Macon-Bibb County; and

WHEREAS, there are mandated continuing education requirements for the employees of Macon-Bibb County Animal Welfare; and

WHEREAS, the addition of a five dollar ($5.00) fee to be placed on every animal welfare citation will be used to fund mandated Animal Welfare educational requirements for its employees; 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 5, Sec. 5-22 – Tethering and transport, prohibited conduct; of the Inaugural Code of Ordinances for Macon-Bibb County is hereby amended by revising Sec. 5-22 to read as follows:
Sec. 5-22. Tethering and transport, prohibited conduct.

Sec. 5-22.

(1) Leave a dog or cat tethered outdoors while unattended by its owner.
(2) Tether a dog or cat except by means of a properly fitting harness or collar of nylon or leather construction and a tether in proportion to the size of the animal. The tether must be at least fifteen (15) feet in length with a swivel at both ends.
(3) Tether a dog or cat outdoors under conditions where the animal or tether can become entangled on the tether, another animal, or some other object or where the tether can restrict the animal’s access to suitable, edible, and sufficient food, clean water (cool in summer and unfrozen in winter), and appropriate shelter.
(4) Tether a dog or cat outdoors in unsafe or unsanitary conditions or when said tether does not allow the animal to defecate or urinate in an area separate from the areas where it must eat, drink or lie down.
(5) Expose a dog or cat to any weather conditions that cause immediate imminent threat to the animal’s physical well-being.
(6) 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 dog and cats or otherwise secured so as not to allow the dog or cat the ability to escape from the vehicle.

(b) A person who is convicted, or who pleads guilty or nolo contendere to a violation of this section shall suffer the following minimum punishment:

(1) First offense, a minimum fine of one hundred dollars ($100.00).
(2) Second offense within a one-year period, a minimum fine of three hundred dollars ($300.00).
(3) Third offense within a one-year period, a minimum fine of five hundred dollars ($500.00), with a mandatory appearance in Municipal Court.
(4) Fourth or subsequent offense, a minimum fine of one thousand five hundred dollars ($1500.00), 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 five dollar ($5.00) fee to be charged and dedicated to support the educational requirements mandated for Animal Welfare personnel.

Section 2.

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

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

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 5.

(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 6.

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.

S:\Law\ORD MACON-BIBB2014 Revision to Sec. 5-22 Tethering and transport, prohibited conduct - animals
Section 7.

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

Section 8.

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
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE
DEDICATION OF A PUBLIC ROAD LOCATED AT OR NEAR BLOOMFIELD
PARKWAY AND EISENHOWER PARKWAY IN THE 4TH LAND DISTRICT AND TO
DECLARE THAT SAID ROAD SHALL BE OPEN FOR PUBLIC USE AND
MAINTAINED BY MACON-BIBB COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, Owner/Developer 3620 Parkway LLC has constructed an access road to the
Parkway Village Shopping Center located at or near Bloomfield Parkway and Eisenhower
Parkway; and

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

WHEREAS, a plat showing said access road, as well as the right of way, has been
attached hereto as Exhibit A; and

WHEREAS, 3620 Parkway LLC wishes to dedicate said access 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 access road has been inspected by the Macon-Bibb County Engineering
department, and said department has recommended accepting said access 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
located at or near Bloomfield Parkway and Eisenhower Parkway, 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: ____________________________________
SHEILA THURMOND, Clerk of Commission
EXHIBIT A
CONCEPTUAL MASTER PLAN FOR PARKWAY PLAZA DRIVEWAY

Widner & Associates, Inc.
STATE OF GEORGIA
COUNTY OF BIBB

To the County Board of Commissioners of Said County:

The undersigned petitioner respectfully ask 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 and Register as the Bloomfield Parkway Extension Road. Said road to commence at or near Bloomfield Parkway in the 4th Land District and extend thence in an easterly direction, along or through the lands of 3620 Parkway, LLC, a distance of approximately 716.86 feet and terminating at property now or formerly owned by Toys “R” Us, Inc. Said road or right-of-way upon which it is established to have a uniform width of 50 feet.

Said tract of land is more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 148, 4th Land District, Macon-Bibb County, Georgia being described as “50’ Access Easement A-1” according to the plat entitled “ALTA/ACSM Land Title Survey for JIL Capital, L.L.C. & Benchmark Title Services, L.L.C.” dated January 25, 2005 prepared by Ralph A. Truc, GRLS No. 2202, a copy of which is attached hereto as Exhibit A. Said tract of land has such size, shape and dimensions as shown on said plat which is incorporated herein and made a part hereof by this reference for the purpose of a more completed and accurate description of said tract.

Said tract of land is conveyed subject to all easements shown on said plat.

And for the purpose of procuring the establishment and maintenance of said road by the County, aforesaid, the undersigned petitioner does hereby dedicate for road purposes the right-of-way for said
road in so far as its 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.

And in consideration of one dollar ($1.00) cash in hand paid by Macon-Bibb County to the undersigned, said County is granted the right and privilege to enter upon the lands of the undersigned and lay out such highway and it is agreed when such highway has been established, 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 equi-distant from the center line of each highway as laid out and 25 feet, therefrom, so that the County shall have a right-of-way for the entire length of said road 50 feet wide, with center line of the road as actually laid out, the center line of the right-of-way.

And for the consideration, the undersigned does further grant 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 on land adjacent thereto and also release said county from any claim of damage arising on account of construction of said road, or fills and embankment, ditches or culverts or bridges, on account of back water changing of courses of streams or in any other manner.

The undersigned hereby warrants that it has the right to sell and convey said land and binds itself, its successors and assigns, forever to defend by virtue of these presents.

This the ______ day of May, 2014

3620 Parkway, LLC
a Georgia limited liability company

By: ________________________________ (SEAL)
as its ____________________________

Signed, sealed and delivered in the presence of:

____________________________________

Notary Public

Commission Expiration Date: ____________________________
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION
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; AND
FOR OTHER PURPOSES.

WHEREAS, by virtue of Article IV, Section III, Paragraph II of the Constitution
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, the Commission has the authority to adopt clearly reasonable
ordinances, resolutions, or regulations relating to property, affairs, and local government
for which no provision has been made by general law and which are not inconsistent with
the Constitution or any local law applicable thereto; and

WHEREAS, the Commission is authorized to create special districts for special
sanitation, garbage removal and disposal, fire prevention, police protection, drainage,
road building, paving and improvement, and any other public service services and
facilities usual and customarily afforded by municipalities and counties of the State of
Georgia; and

WHEREAS, the Commission is also authorized to levy taxes in varying amounts
from that applicable to the county as a whole or to any other district, to issue bonds of
any such district upon a vote of the qualified voters of such district, and under the rules of
law governing the issue of county bonds, to levy assessments against and impose service
charges upon the property and/or person served by these establishments provided,
pursuant hereto, to issue executions against property and/or persons so served, and to
collect such assessments, service charge, and executions in the manner as provided by
law with respect to ad valorem taxes and/or license taxes; and

WHEREAS, a special district is an appropriate means of providing the extension
of sanitary sewer service within a predetermined area such as a neighborhood or
subdivision because the cost of providing such public improvements or services may be defrayed to those properties that benefit from said improvements or services in a manner that enhances their respective values; and

WHEREAS, the statutory authority governing the Macon Water Authority reserves to the governing authority of Macon-Bibb County the concurrent power to provide water and/or sewer services, notwithstanding the similar power of the Macon Water Authority to provide such services; and

WHEREAS, the statutory powers of the Macon Water Authority do not extend to the power to establish such special districts, and the ability of the Macon Water Authority to finance the construction of infrastructure necessary to the extension of sanitary sewer services are otherwise limited; and

WHEREAS, the Macon Water Authority supports this purposed ordinance and is amenable to the processes and guidelines being reviewed; and

WHEREAS, the benefit conveyed to the properties within the special districts by such provision of public improvements is different from the general benefit that property owners may enjoy in common with other citizens and residents in the unincorporated county; and

WHEREAS, a special assessment shall be imposed on the properties within the special district, and the amount of a special assessment shall be reasonably calculated to meet each property owner's share of the overall cost of the improvement or service for which the assessment is imposed; and

WHEREAS, the revenues allocated from each special district shall be allocated only to the authorized purpose of the special district; and

WHEREAS, the residents of Macon-Bibb County will be served and protected by establishing a special district and establishing uniform procedures for the creation thereof and collection of taxes, fees, and assessments related thereto; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that Chapter
Section 1.

Chapter 29, Article VIII of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended and renamed "Special Sanitary Sewerage District" and new sections 29-153 through 29-165 are hereby added to said Code as follows:

ARTICLE VIII. SPECIAL SANITARY SEWERAGE DISTRICT

Sec. 29-153. Creation of special districts to facilitate expansion of sanitary sewerage service for Macon-Bibb County residents.

Sec. 29-154. Purpose for special district

Sec. 29-155. Requesting creation of district

Sec. 29-156. Public hearing required.

Sec. 29-157. Petition to establish special district.

Sec. 29-158. Special district established.

Sec. 29-159. Project construction.

Sec. 29-160. Assessments imposed, how collected.

Sec. 29-161. Lien created.

Sec. 29-162. Property owners' expenses associated with connecting to installed sewerage infrastructure.

Sec. 29-163. Severability.

Sec. 29-164. Conflict of laws.

Sec. 29-165. No waiver.

Sec. 29-153. Creation of special districts to facilitate expansion of sanitary sewerage service for Macon-Bibb County Residents.

This section and the following sections, through and including section 29-165, provide for the means by which there may be created and established special districts for the acquisition of all necessary easements for, and construction and installation of, all infrastructure necessary to provide sewerage for sanitary sewage conveyance services to properties within said districts, and to provide a means of funding therefor through fees,
assessments, and taxes that may be levied and collected within such districts to pay, wholly or partially, the cost thereof. These sections of this Code may be collectively referred to as the “Special Sanitary Sewerage District Ordinance.”

Sec. 29-154  Purpose for special district.

The special districts shall be created for the following purposes:

To provide a means funding acquisition of all necessary easements for, and construction, and installation of, all infrastructure necessary to provide sewerage for sanitary sewage conveyance services to properties within the special districts.

Sec. 29-155.  Requesting creation of district.

(a) When sanitary sewage conveyance services are desired by residents and property owners of an existing neighborhood or subdivision that received final plat approval at least two (2) years prior to the submission of the application fee described in subsection (b), those residents and property owners may, by application submitted to the Board of Commissioners, request the creation of a special district to fund the construction and installation of all infrastructure necessary to provide the services throughout the following procedure:

(b) The application referred to in subsection (a), forms for which will be available from the Macon Water Authority, shall be signed by the owners of more than fifty percent (50%) of the lots in the requesting neighborhood or subdivision and shall be accompanied by a non-refundable application fee equal to one hundred dollars ($100.00) multiplied by one-half (1/2) the number of lots in the development to be served by the special district, but in no event shall the application fee be less than twenty-five hundred dollars ($2,500.00). The Clerk shall verify that the application and fee satisfy the criteria set forth in this subsection.

(c) If the application and fee satisfy the criteria set forth in subsection (b), the Clerk shall deliver the fee and a copy of the application to the Macon Water Authority with a request that the Macon Water Authority conduct a feasibility study to determine the appropriate boundaries of the special district, to prepare a plat showing the proposed special district, to estimate the cost of providing sewer service to the district including but not limited to engineering, easement acquisition, construction, construction observation, permits, and debt service, to estimate the necessary millage rate for the special district and the number of years the district must exist to provide the funding for the project, and to render an opinion as to whether the project is otherwise appropriate for a special district. The Macon Water Authority will deliver a copy of the report of the feasibility study to the Board of Commissioners and to each applicant whose signature appears on the application. The Macon Water Authority may retain the application fee to help defray the cost of the feasibility study and dissemination thereof.
Sec. 29-156. Public hearing required.

Following dissemination of the report of the feasibility study as aforesaid, the Board of Commissioners shall conduct a public hearing for the purpose of determining whether or not to create the proposed special district, giving consideration to the report, to the comments by interested members of the public, and any other health, safety, and welfare concerns. The public hearing shall be advertised one (1) time in the official organ of the County; and at least one (1) sign shall be posted in the proposed special district giving notice of the hearing, at least fifteen (15) days before the public hearing.

Sec. 29-157. Petition to establish special district.

Following the public hearing, the Board of Commissioners shall determine by a majority vote whether to accept a petition, from owners of the property within the boundaries of the proposed district as described by the report of the feasibility study, to establish a special district fitting the criteria specified in the report of the feasibility study. If the Board of Commissioners vote to accept a petition, the Board of Commissioners may establish a deadline by which the petition must be submitted.

Sec. 29-158. Special district established.

If the owners of sixty-five percent (65%) of the lots in the proposed special district sign the petition for the creation of a special district conforming to the criteria set forth in the report of the feasibility study, the Board of Commissioners shall declare that the district is created. Once created, the district shall continue to exist until the cost of the project and the indebtedness of the Macon Water Authority for the completion of the project is retired. A plat describing the district shall be filed with Clerk of the County Superior Court and the County Engineer. Plats shall also be available to the public for inspection at the Macon Water Authority and at the offices of the Board of Commissioners.

Sec. 29-159. Project construction.

Whenever a special district is created, the County shall enter into a contract with the Macon Water Authority for the construction of the project. The contract shall include a statement of the scope of the project, and shall provide that responsibility for funding and managing the project shall belong to the Macon Water Authority. The contract shall provide that upon completion of the project, title to the infrastructure and any necessary easements shall be in the name of the Macon Water Authority. It shall further provide that responsibility for the maintenance of the completed sewer infrastructure shall belong to Macon Water Authority. It shall further provide that the assessments collected in the special district will be paid over to the Macon Water Authority to fund the full cost of the project, to reimburse the County for its costs and expenses incurred in performing its responsibilities set forth in Sections 29-155 through 29-158 with respect to the special district, and to retire any indebtedness incurred by the Macon Water Authority to fund the project. The contract shall contain a commitment obligating the Board of Commissioners to utilize all reasonable means, including but not limited to execution, levy, foreclosure,
and sale, to collect any delinquent assessments imposed pursuant to this Special Sanitary Sewerage District ordinance. If the project as proposed includes excess capacity, the contract shall include a statement explaining how any basin specific fee would be established and how said fees would offset the construction cost owed by the special district.

Sec. 29-160. Assessments imposed, how collected.

The Board of Commissioners shall establish an annual assessment to be imposed upon each of the lots in the district. Payment of the first assessment shall be due concurrently with the due date for payment of ad valorem taxes for the calendar year in which the district is created. Payment shall be due annually thereafter until the cost of the project and the indebtedness of the Macon Water Authority for the completion of the project are retired. The office of the Tax Commissioner shall be responsible for the collection of the assessments for each special district.

Sec. 29-161. Lien created.

In addition to any other rights of collection for late or unpaid charges, the County shall have the rights available under the laws of the State for assessment, including the creation of a lien upon the property the assessment for which is not timely paid, together with all rights of execution, levy, foreclosure, and sale.

Sec. 29-162. Property owners’ expenses associated with connecting to installed sewerage infrastructure.

No part of the assessments collected in the special district shall be used to defray the cost of connecting to installed sewerage infrastructure. All such costs shall be borne by property owners’ who desire to make such connection, in accordance with policies and practices of the Macon Water Authority in effect from time to time. Connection to the infrastructure is not required as a condition of the establishment of the district, but every property against which assessments are made shall have the right to connect to the infrastructure, in accordance with said policies and practices of the Macon Water Authority.

Sec. 29-163. Severability.

If any section, subsection, sentence, clause, or phrase of this Special Sanitary Sewerage District ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Special Sanitary Sewerage District ordinance.

Sec. 29-164. Conflict of laws.

If any provision of this Special Sanitary Sewerage District ordinance is in conflict with any state or federal law, or with any rule, regulation, or order of any agency of this state or federal agency having jurisdiction of the subject matter of this Special Sanitary
Sewerage District ordinance, it is hereby deemed to be the intention of the Board of Commissioners that the state or federal law or rule, regulation, or order, as the case may be, shall prevail so that the remaining portion of this Special Sanitary Sewerage District ordinance shall be deemed to be of full force and effect.

Sec. 29-165. No waiver.

If the intent of this Special Sanitary Sewerage District ordinance to protect the public health, safety, and general welfare of all properties and persons in general, but not to create any special duty or relationship with any individual person or to any specified property within or without the unincorporated boundaries of the County. The County expressly reserves the right to assert all available immunities and defenses in any action seeking to imposed monetary damages upon the County, its officers, employees, and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created. To the extent any permit, plan approval, inspection, or similar act is required by the County as a condition precedent to any activity by or upon property not owned by the County, pursuant to this or any other regulatory ordinance, regulation, or rule of the County or under federal or state law, the issuance of such permit, plan, approval, or inspection shall not be deemed to constitute a warranty, express or implied, nor shall such issuance afford the basis for any action, including any action based on failure to permit or negligent issuance of a permit, seeking the imposition of money damages against the County, its officers, employees, or agents.

Section 2

Furthermore, current Sections 29-171 through 29-189 entitled “Water System” shall hereby be amended and said Article number amended to Chapter 29, Article IX of the Code of Ordinances of Macon-Bibb County, Georgia. All subsections and paragraphs shall remain in full force and effect. Furthermore, current Sections 29-201 through 29-215 entitled “Residential Street Lighting” shall hereby be amended and said Article number amended to Chapter 29, Article X of the Code of Ordinances of Macon-Bibb County, Georgia. All subsections and paragraphs shall remain in full force and effect.

Section 3

It is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of Macon-Bibb County, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.
Section 4

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

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

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

Section 5

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.
Section 6

This Ordinance shall become effective immediately upon its adoption.

SO RESOLVED this ___ day of ______________, 2014.

By: ______________________________
    ROBERT A.B. REICHERT, Mayor

Attest: ____________________________
       SHELIA THURMOND, Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH C.W. MATTHEWS
CONTRACTING CO., INC. FOR ROAD RECONSTRUCTION AND FULL DEPTH ROAD
RECLAMATION SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, C.W. Matthews Contracting Co., Inc. is a Georgia corporation based in
Marietta, Georgia specializing in commercial asphalt, bridge construction projects, and roadway
improvements; and

WHEREAS, on or about March 8, 2014, an Invitation for Bids was issued by the Macon-
Bibb County Procurement Department soliciting bids for road reconstruction and full depth road
reclamation services; and

WHEREAS, upon completion of the bidding process, four (4) companies submitted
completed proposals for said projects; and

WHEREAS, C.W. Matthews Contracting Co., Inc. was the lowest bidder of said projects
and the Macon-Bibb County Engineering Department recommended that the project be awarded
to the company; and

WHEREAS, the total bid amount to complete the road reconstruction and road
reclamation projects is two million one hundred sixteen thousand four dollars and fifteen cents
($2,116,004.15); and

WHEREAS, the project is scheduled to be completed within one hundred and eighty
days (180) of the start date agreed upon by the Macon-Bibb County Engineering Department and
C.W. Matthews Co., Inc.; and

WHEREAS, the completed bid package submitted by C.W. Matthews Co., Inc.
demonstrated that the company has substantial experience in the areas of road reconstruction and
full depth road reclamation, and that said company has also completed similar projects of this
manner; and

WHEREAS, completion of this project 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 with C.W. Matthews Contracting Co., Inc. for road reconstruction and full depth road reclamation services.

SO RESOLVED this ___ day of ____________, 2014.

By: ____________________________

ROBERT A.B. REICHERT, Mayor

Attest: ____________________________

SHEILA THURMOND, Clerk of Commission

(SEAL)
EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT

STATE OF GEORGIA

MACON-BIBB COUNTY

Bid Number: 14-012-ND

"Reconstruct Road – Full Depth Reclamation"

This Independent Contractor Agreement (hereinafter “Agreement”) is entered to this day of ______________________, 2014, between Macon-Bibb County, a political subdivision of the State of Georgia, (hereinafter “County”) and C.W. Matthews Contracting Co., Inc., a corporation based in Marietta, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and individually may be referred to as “Party”. In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services

During the term of this Agreement, Independent Contractor shall provide the services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A”, (hereinafter “Services”) which shall describe in detail the services to be provided and the compensation for performance and completion of such services. Services shall include and conform to the services described in Independent Contractor’s proposal or bid dated May 8, 2014, except to the extent that the proposal or bid is inconsistent with the express provisions of this Agreement. Further, the Request for Proposal (hereinafter “RFP”) issued by the County on March 8, 2014 and all information dispensed during the Pre-Bid Conference held by County on April 3, 2014 are hereby made a part of this Agreement and Independent Contractor agrees to its terms except to the extent that the RFP and Pre-Bid Conference information are inconsistent with the express provisions of this Agreement. Furthermore, Addendum #1 issued by the County on April 14, 2014, Addendum #2 issued by the County on April 16, 2014, Addendum #3 issued by the County on April 23, 2014, Addendum #4 issued by the County on April 30, 2014, Addendum #5 issued by the County on May 5, 2014, and the Revised Bid Form submitted by Independent Contractor on May 8, 2014 are hereby included in Exhibit “A-1” and are expressly made part of this Agreement. Independent Contractor agrees to the terms of each said Addendum document and the Revised Bid Form, except to the extent that said documents are inconsistent with the express provisions of this Agreement.

Page 1 of 14
1.2 Method of Performing Services

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

1.3 Office Space and Support Staff

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

1.4 Control of County Employees

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

1.5 County’s Assistance and Cooperation

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

2. Non-Employment Relationship between County and Independent Contractor

2.1 Independent Contractor Relationship

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

2.2 Withholding Taxes and Benefits

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

3. Warranties

3.1 Independent Contractor Warranties

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

3.2 Competent Work

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.
3.3 Representations and Warranties

Independent Contractor will make no representations, warranties, or commitments binding the County without the County’s prior written consent.

4. Company Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace

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

4.2 Prohibition on Unlawful Discrimination and Harassment

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

5. Termination

5.1 Termination for default

(a) The County may, subject to the provisions of subparagraph (e) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the County may authorize in writing) after receipt of notice from the County specifying such failure.

(b) In the event the County terminates this Agreement in whole or in part as provided in subparagraph (a) above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Independent Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the
type specified in the “WARRANTY” paragraph of this Agreement Document; provided, that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

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

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

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

5.2 Termination for Convenience

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

6. **Notices**

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

**For County:**
Macon-Bibb County  
ATTN: Mayor’s Office  
700 Popular Street  
Macon, GA 31202

**For Independent Contractor:**  
C.W. Matthews Contracting Co, Inc.  
ATTN: Michael Kleckling, VP  
1600 Kenview Drive NW  
Marietta, Georgia 30060

7. **Indemnification, Insurance, Risk Management, Bonding**

7.1 **Indemnification, hold harmless**

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

Independent Contractor’s obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 **Insurance Requirements**

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

7.3 Obligation to Verify Insurance

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

7.4 Risk Management Requirement

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

8. Non-Exclusivity

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

9. Waiver

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

10. **Assignment**

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

11. **Force Majeure**

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

12. **Applicable Law**

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

13. **Publicity**

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

14. **Time is of the Essence**

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

15. **Ownership**

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

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

17. **Titles, Captions and Headings**

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

18. **Counterparts**

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

19. **Amendment**

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

20. **Exhibits**

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

21. **Severability**

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

22. **Entire Agreement**

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

23. **Disputes**

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

24. **Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

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

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

3. Cancellation of the public contract;

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

25. **Affirmative Action**

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

(a) Hiring  (g) Rates of Pay and other forms of compensation
(b) Upgrading  (h) Training programs and selection for apprenticeship
(c) Promotion  (i) Recruitment advertising and recruitment efforts
(d) Transfer  (j) Employment goals
(e) Layoff  (k) Written plan to achieve those goals with timetables
(f) Termination

26. **Insurance Requirements**

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

$1,000,000.00 per occurrence; and $2,000,000.00 general aggregate.
(b) **Business Automobile Liability.** Independent Contractor agrees to procure and maintain a Business Automobile Liability Insurance Policy (hereinafter “BAP”) with liability limits of not less than $1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

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

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

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

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

27. **Verifications and Compliance**

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

(b) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the
County entering into this Agreement, the affidavits attached hereto as Exhibit “B-2” shall be executed and adhered to by Independent Contractor and its subcontractors and sub- subcontractors, if any.

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

On Behalf of Macon-Bibb County:

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

Attest: ____________________________  ____________________________
    Shelia Thurmond, Clerk of Commission  Date

On Behalf of C.W. Matthews Contracting Co., Inc.:

By: ____________________________  ____________________________
    Signature of Independent Contractor  Date

                    ____________________________  ____________________________
    Printed Name of Independent Contractor  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)
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91 (b)(1)

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

Federal Work Authorization ID Number

Name of Contractor

Date of Authorization

Name of Project

Name of Contractor

Name of Public Employer

Verification Clause:

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

Executed on this _____ day of ______________, 20___ in __________________, __________ .

State

Signature of Authorized Officer

Printed Name and Job Title of Officer

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)
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (3)

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

<table>
<thead>
<tr>
<th>Federal Work Authorization ID Number</th>
<th>Name of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Authorization</td>
<td>Name of Project</td>
</tr>
<tr>
<td>Name of Subcontractor</td>
<td>Name of Public Employer</td>
</tr>
</tbody>
</table>

Verification Clause:

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

Executed on this ___ day of _____________, 20___ in _____________, __________.

City State

Signature of Authorized Officer Printed Name and Job Title of Officer

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)
**SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3)**

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

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to [name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<table>
<thead>
<tr>
<th>Federal Work Authorization ID Number</th>
<th>Name of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Authorization</td>
<td>Name of Project</td>
</tr>
<tr>
<td>Name of Subcontractor</td>
<td>Name of Public Employer</td>
</tr>
</tbody>
</table>

**Verification Clause:**

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

Executed on this [date] day of [month], 20__ in [City, State].

Signature of Authorized Officer

Printed Name and Job Title of Officer

Attest: On this, the [date] day of [month], 20__, before me personally appeared [name], 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

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: Independent Contractor shall perform the services and work outlined in Exhibit A-1.

TERM: This Agreement shall commence on the date it is executed by both parties and shall continue in full force and effect for a period of one (1) year. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

Upon execution of this Agreement by the County and Independent Contractor, Independent Contractor shall provide the County with an estimated progress schedule indicating the starting and completion dates of the various stages of work outlined in Exhibit A-1, as well as a preliminary schedule of Shop Drawings and a preliminary schedule of values for all work which will include a breakdown of quantities and prices into detail that will be sufficient to serve as the basis for progress payments during construction. Said documents shall be provided to the County within ten (10) days of execution of the Agreement.

Upon approval of the state date, the work contained in Exhibit A-1 must be completed within one hundred and eighty (180) days of the start date approved by the County Engineering Department.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the County shall pay the Independent Contractor the sums indicated in Exhibit A-1, which shall not exceed the amount of two million one hundred sixteen thousand four dollars and fifteen cents ($2,116,004.15) for the services and works provided to the County. Project must be completed within one hundred and eighty (180) days of the Start Date. Payments will be rendered in stages upon the completion of targeted projects. The County Inspector will collect material tickets, measure, and inspect work completed to date on said job and report to the Project Manager for payments. A 10% retainage will be withheld from each payment until final payment is made. A liquidated damages clause of one hundred ($100.00) per day shall be in effect for each day past the initial one hundred and eighty (180) days from the start date that the work in Exhibit A-1 takes to complete.
EXPENSES: All expenses incurred by the Independent Contractor not specifically agreed to by the County in writing, shall be incurred at the sole cost of the Independent Contractor.

WARRANTIES: The Independent Contractor warrants to the County that materials and equipment used by Independent Contractor will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

On Behalf of Macon-Bibb County:

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

Attest: __________________________ Date
        Sheila Thurmond, Clerk of Commission

On Behalf of C.W. Matthews Contracting Co., Inc.:

By: ____________________________ Date
    Signature of Independent Contractor

_______________________________ Job Title of Signor
    Printed Name of Independent Contractor

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

_______________________________ (Notary Seal/Stamp)
    Signature of Notary Public
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE
AND APPROVE A CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY
AND EUQUANT, INC., OF SEVENTY-FIVE THOUSAND AND FIFTY AND 00/100
($75,000.00) FOR PROFESSIONAL CONSULTING SERVICES TO ANALYZE
EXISTING PROCUREMENT PRACTICES TO DETERMINE IF A DISPARITY STUDY
MAY BE NECESSARY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County adopted a resolution authorizing the Procurement
Department to issue a Request for Professional Services for consulting services to analyze
existing procurement practices to determine if a disparity study may be necessary; and

WHEREAS, on May 2, 2014, a Request for Professional Services (RPS) #14-018-ND
was issued and posted to the Macon-Bibb County Procurement webpage and the Georgia
Procurement Registry for 27 days; and

WHEREAS, on May 29, 2014, a total of five (5) responses were received in
Procurement at the date/time posted in the Request for Professional Services; and

WHEREAS, an evaluation committee was assembled consisting of representatives from
County Management, the County Attorney's Office, Small Business Affairs, and facilitated by
the Procurement Department; and

WHEREAS, submissions were tabulated and reviewed for responsiveness; all vendors
were found responsive and their submissions were presented to the committee for review during
a procedural meeting; and

WHEREAS, each committee member signed a "Conflict of Interest" statement to ensure
the integrity of the process; and

WHEREAS, the committee met on June 6, 2014, to discuss and score the submissions
employing the Points Allocation Guidelines developed for solicitation, the prices were scored
separately utilizing a standard formula, and the total scores were tabulated and an award is
recommended to the number one ranked firm, Euquant, Inc., attached hereto as Exhibit "B"; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and
welfare of the citizens of the Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, the Mayor is authorized to execute an agreement with Euquant, Inc., to analyze existing procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process and to assist in drafting a request for proposal to be used in procuring the disparity study should the consultant determine that a disparity study is needed, in the amount of SEVENTY-FIVE THOUSAND and 00/100 DOLLARS ($75,000.00) in substantially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this ___ day of ______________, 2014.

_________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:

_________________________________________
SHEILA THURMOND, CLERK OF COMMISSION
CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND EUQUANT, INC.

THIS CONSULTING AGREEMENT (this Agreement) is made this ___ day of_________, 2014, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("County"); and Euquant, Inc., ("Consultant"), whose principal place of business is located at 3715 Northside Pkwy, Building 300, Suite 620, Atlanta, Georgia 30327.

RECITALS

WHEREAS, Macon-Bibb County adopted a resolution authorizing the Procurement Department to issue a Request for Professional Services for consulting services to analyze existing procurement practices to determine if a disparity study may be necessary; and

WHEREAS, Macon-Bibb County desires to engage Consultant to provide professional consulting services related to analyzing existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary, and to assist in the drafting of a Request for Professional Services to procure a disparity study should the consultant determine a study is needed;

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. **Scope of Services.**
   
   Consultant shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically provided in Exhibit “A” attached hereto (Request for Professional Services Disparity Needs Assessment 14-018-ND) and incorporated herein by reference. Consultant will provide the following services as more fully described in Exhibit “A”:

   Analyze existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the procurement process. Assist in drafting a request for proposal to be used to procure the disparity study should the consultant determine that such a disparity study is needed. Assist in the selection of a vendor to perform a disparity study.

2. **Schedule.**
   
   Work will be completed within one hundred twenty (120) days of initial project beginning and meeting with Macon-Bibb County stakeholders. A final draft report and presentation of findings will be made to the Macon-Bibb County upon conclusion. Once the team has received feedback from the County, it will incorporate any necessary changes into its
final report which will be submitted to the County at the end of the one hundred twenty (120) workdays.

3. **Fees, invoices and payment of other persons.**
   (a) **Total Fee:** $75,000.00

   (b) **Invoices.** Payment of all amounts due Consultant are to be made upon presentation of the invoice, and will be past due thirty (30) days from receipt of invoice.

   (c) **Payment of Other Persons.** Prior to the issuance of final payment from County, Consultant shall certify to County in writing, in a form satisfactory to County, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

4. **Termination.**

   Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to County.

5. **Interpretation.**

   If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:

   (a) Agreement

   (b) Exhibit A.

6. **Resources.**

   All equipment, software, Facilities and Consultant Personnel required for the proper performance of services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

7. **Work Product, Intellectual Property, and Information.**

   Consultant agrees that all work product, intellectual property, and information generated in providing services to the County will become the property and information of the County,
specifically including but not limited to, the website. However, the County acknowledges that the Consultant may use similar strategies, information, marketing programs, and recommendations for other clients.

8. **Delegation and Assignment.**

   This is a professional services contract with Consultant and, therefore, Consultant shall not delegate or assign his duties under this Agreement without the prior written consent of County. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. **Notices.**

   Any notice, demand or communication, which either party may desire or be required to give to the other party, shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class US mail, postage prepaid, addressed as follows:

   **If to County:**
   - Mayor
   - Macon-Bibb County
   - 700 Poplar Street
   - Macon, GA 31202

   **If to Consultant:**
   - Enquant, Inc.
   - 3715 Northside Pkwy
   - Building 300, Suite 620
   - Atlanta, GA 30327

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. **Independent Contractor.**

    (a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent contractor and not as an agent, partner, joint venture or employee of County. Consultant does not have any authority to bind County in any manner.

    (b) CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT AND ITS EMPLOYEE(S) ARE NOT ENTITLED TO RECEIVE: (i) UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID, RELATED TO THE SERVICES.

11. **Consultant's Obligations.**
(a) Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the services.

(b) Subcontracting. Unless specifically authorized in this Agreement, Consultant will not enter into any agreement with or delegate any services to any Third Party without the prior written approval of County, which County may withhold in its sole discretion. If Consultant subcontracts any of the services, Consultant shall: (i) be responsible for the performance of services by the subcontractors; (ii) remain County's sole point of contact for the services; and (iii) be responsible for the payment of any subcontractors.

(c) Conflicts of Interest. Consultant shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

(d) Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on County property.

12. Consultant Representations and Warranties. As of the Effective Date and continuing throughout the initial term and any subsequent renewal term, Consultant warrants to the County that:

(a) Authority. Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of services by Consultant is pending or threatened.

(b) Professional Standards. The services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the services.
(c) Conformity. The development, creation, delivery, provision, implementation, maintenance and support of all services shall conform in all material respects to the description of such services in this Agreement, including Exhibit “A” attached hereto.

(d) Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

(e) Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the services or work product shall infringe any Third Party’s Intellectual Property Rights or privacy, publicity or other rights.

(f) Insurance. Consultant represents and warrants that it will maintain (a) worker’s compensation insurance covering its employees employed on or in connection with the services described in the Agreement in accordance with the laws of each jurisdiction in which such services are to be rendered, and (b) professional liability, general liability and property damage insurance policies with such limits of liability as County has deemed adequate for the services described in the Agreement. Certificates of such insurance are available upon request.

13. Compliance with Laws.

(a) General. Consultant and its subcontractors will perform the services in compliance with all Applicable Laws.

(b) Consents, Licenses and Permits. Consultant will be responsible for, and the compensation paid under this Agreement shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing services and complying with this Agreement.

14. Indemnification by Consultant. Consultant shall indemnify and hold County, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assignees, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
(a) Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement;

(b) Compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Agreement or the provision of services by such Consultant Personnel);

(c) Any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of County;

(d) Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Consultant.

15. **Equal Employment Opportunity Clause.**

During the performance of this agreement, the contractor agrees as follows:

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

16. **General.**

(a) **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights
had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City.

(b) Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

(c) No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

(d) Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

(e) Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party.

CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

17. Compliance with Laws.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in Bibb County Superior Court or the federal district court in the Middle District of Georgia (Macon Division).

In the event that a dispute should arise relating to the performance of the services under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to seek recovery of all reasonable costs incurred in the prosecution or defense of the claim, including staff time, court costs, attorney's fees, and other claim related expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.
COUNTY:

MACON-BIBB COUNTY

By: ____________________________________________  _______________________
    Robert A.B. Reichert, Mayor

Attested: ________________________________________  Date
    Shelia Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

EUQUANT, INC.

By: ____________________________________________  _______________________
    Thomas D. Boston, CEO

Attested: ________________________________________  Date
    Linje Boston, CFO
CONSULTING AGREEMENT BETWEEN MACON-BIBB COUNTY AND EUQUANT, INC.

THIS CONSULTING AGREEMENT (this Agreement) is made this ___ day of __________, 2014, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("County"), and Euquant, Inc., ("Consultant"), whose principal place of business is located at 3715 Northside Pkwy, Building 300, Suite 620, Atlanta, Georgia 30327.

RECITALS

WHEREAS, Macon-Bibb County adopted a resolution authorizing the Procurement Department to issue a Request for Professional Services for consulting services to analyze existing procurement practices to determine if a disparity study may be necessary; and

WHEREAS, Macon-Bibb County desires to engage Consultant to provide professional consulting services related to analyzing existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary, and to assist in the drafting of a Request for Professional Services to procure a disparity study should the consultant determine a study is needed;

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. **Scope of Services.**

   Consultant shall commence, diligently pursue, and complete the services as set forth in this Agreement and as more specifically provided in Exhibit "A" attached hereto (Request for Professional Services Disparity Needs Assessment 14-018-ND) and incorporated herein by reference. Consultant will provide the following services as more fully described in Exhibit "A":

   - Analyze existing Macon-Bibb County Procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process. Assist in drafting a request for proposal to be used to procure the disparity study should the consultant determine that such a disparity study is needed. Assist in the selection of a vendor to perform a disparity study.

2. **Schedule.**

   Work will be completed within one hundred twenty (120) days of initial project beginning and meeting with Macon-Bibb County stakeholders. A final draft report and presentation of findings will be made to the Macon-Bibb County upon conclusion. Once the team has received feedback from the County, it will incorporate any necessary changes into its
final report which will be submitted to the County at the end of the one hundred twenty (120) workdays.

3. **Fees, invoices and payment of other persons.**
   
   (a) **Total Fee:** $75,000.00
   
   (b) **Invoices.** Payment of all amounts due Consultant are to be made upon presentation of the invoice, and will be past due thirty (30) days from receipt of invoice.
   
   (c) **Payment of Other Persons.** Prior to the issuance of final payment from County, Consultant shall certify to County in writing, in a form satisfactory to County, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

4. **Termination.**

   Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to County.

5. **Interpretation.**

   If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:
   
   (a) Agreement
   
   (b) Exhibit A.

6. **Resources.**

   All equipment, software, Facilities and Consultant Personnel required for the proper performance of services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

7. **Work Product, Intellectual Property, and Information.**

   Consultant agrees that all work product, intellectual property, and information generated in providing services to the County will become the property and information of the County,
specifically including but not limited to, the website. However, the County acknowledges that the Consultant may use similar strategies, information, marketing programs, and recommendations for other clients.

8. **Delegation and Assignment.**

This is a professional services contract with Consultant and, therefore, Consultant shall not delegate or assign his duties under this Agreement without the prior written consent of County. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. **Notices.**

Any notice, demand or communication, which either party may desire or be required to give to the other party, shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class US mail, postage prepaid, addressed as follows:

If to County:  
Mayor  
Macon-Bibb County  
700 Poplar Street  
Macon, GA 31202

If to Consultant:  
Buquant, Inc.  
3715 Northside Pkwy  
Building 300, Suite 620  
Atlanta, GA 30327

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. **Independent Contractor.**

(a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent contractor and not as an agent, partner, joint venture or employee of County. Consultant does not have any authority to bind County in any manner.

(b) CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT AND ITS EMPLOYEE(S) ARE NOT ENTITLED TO RECEIVE: (i) UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID, RELATED TO THE SERVICES.

11. **Consultant’s Obligations.**

S:\Law\Atty\CIV2014 Consulting Agreement with Buquant, Inc. -- Disparity Needs Assessment
(a) **Consultant Personnel.** Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the services.

(b) **Subcontracting.** Unless specifically authorized in this Agreement, Consultant will not enter into any agreement with or delegate any services to any Third Party without the prior written approval of County, which County may withhold in its sole discretion. If Consultant subcontracts any of the services, Consultant shall: (i) be responsible for the performance of services by the subcontractors; (ii) remain County’s sole point of contact for the services; and (iii) be responsible for the payment of any subcontractors.

(c) **Conflicts of Interest.** Consultant shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

(d) **Commercial Activities.** Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on County property.

12. **Consultant Representations and Warranties.** As of the Effective Date and continuing throughout the initial term and any subsequent renewal term, Consultant warrants to the County that:

(a) **Authority.** Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of services by Consultant is pending or threatened.

(b) **Professional Standards.** The services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the services.
(c) **Conformity.** The development, creation, delivery, provision, implementation, maintenance and support of all services shall conform in all material respects to the description of such services in this Agreement, including Exhibit “A” attached hereto.

(d) **Materials and Equipment.** Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

(e) **Intellectual Property Rights.** None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the services or work product shall infringe any Third Party’s Intellectual Property Rights or privacy, publicity or other rights.

(f) **Insurance.** Consultant represents and warrants that it will maintain (a) worker’s compensation insurance covering its employees employed on or in connection with the services described in the Agreement in accordance with the laws of each jurisdiction in which such services are to be rendered, and (b) professional liability, general liability and property damage insurance policies with such limits of liability as County has deemed adequate for the services described in the Agreement. Certificates of such insurance are available upon request.

13. **Compliance with Laws.**

(a) **General.** Consultant and its subcontractors will perform the services in compliance with all Applicable Laws

(b) **Consents, Licenses and Permits.** Consultant will be responsible for, and the compensation paid under this Agreement shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing services and complying with this Agreement.

14. **Indemnification by Consultant.** Consultant shall indemnify and hold County, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
(a) Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement;

(b) Compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with County or arising in any other manner out of this Agreement or the provision of services by such Consultant Personnel);

(c) Any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of County;

(d) Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Consultant.

15. **Equal Employment Opportunity Clause.**

During the performance of this agreement, the contractor agrees as follows:

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

16. **General.**

(a) **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights
had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City.

(b) **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

(c) **No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

(d) **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

(e) **Entire Agreement.** The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

17. **Compliance with Laws.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in Bibb County Superior Court or the federal district court in the Middle District of Georgia (Macon Division).

In the event that a dispute should arise relating to the performance of the services under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to seek recovery of all reasonable costs incurred in the prosecution or defense of the claim, including staff time, court costs, attorney’s fees, and other claim related expenses.

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective as of the date first above written.
COUNTY:

MACON-BIBB COUNTY

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

Attested: ___________________________ Date
    Sheila Thurmond, County Clerk

INDEPENDENT CONTRACTOR:

EUQUANT, INC.

By: _______________________________ Date
    Thomas D. Boston, CBO

Attested: ___________________________ Date
    Linje Boston, CFO
MACON-BIBB COUNTY, GEORGIA

Request for Professional Services (RPS)

FOR

Consultant

to perform

Disparity Needs Assessment

14-018-ND

MACON-BIBB COUNTY

ISSUE DATE: MAY 02, 2014

MBE/WBE/DBE Participation: Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE sub-consultants where possible.
I. GENERAL

A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Professional Services (original plus 3 copies) in the Procurement Department, 682 Cherry Street, 8th Floor, Macon, Georgia 31201, until 12:00 o'clock NOON at the time legally prevailing in Macon, Georgia on Thursday, May 29, 2014, for Consultant to perform a Disparity Needs Assessment for Macon-Bibb County.

NO LATE RESPONSES WILL BE CONSIDERED

The names of responding firms will be publicly read on Thursday, May 29, 2014, at 2:00 P.M. in the Macon-Bibb County Procurement Department Conference Room, located on the 8th Floor of the Government Center Annex Building at 682 Cherry Street, Macon Georgia 31201.

B. Definitions

Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

C. Solicitation Documents

Announcement of this Request for Professional Services may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://sdi.dops.state.ga.us/PRSapp/PR_index.jsp

D. Insurance Requirements

A copy of the respondent’s standard Errors and Omission Insurance shall be included with the submission.

E. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

"RPS 14-018-ND - Disparity Needs Assessment"
Macon-Bibb County Procurement Department
682 Cherry Street
8th Floor
Macon, Georgia 31201
Telephone: (478) 803-0550

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline on date of closing. Macon-Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RPS shall become the property of Macon-Bibb County.
F. Responsiveness

In order to be considered “responsive” the submission must include completed copies of the following documents:
- Price Proposal Form
- Proposer Qualification Form
- List of Sub-Consultants
- Minority Participation Goal
- Financial & Legal Stability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

G. Responsibility

In order to be considered “responsible” the submitting firm must meet the following minimum qualifications:
- Three (3) years of experience providing the services included herein
- Licensed to do business in the State of Georgia
- Financially and Legally responsible to perform the services included herein

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm’s ability to meet the requirements of this RPS. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner’s needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RPS and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RPS or contract when deemed to be in the Owner’s best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RPS. Owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RPS.

Failure to comply with the requirements contained herein may result in the submission being deemed “non-responsive” or “non-responsible”. None responsive submissions will not be reviewed for potential award.

II. BACKGROUND

Macon-Bibb County Government (MBCG) is seeking to determine if its current practices in the procurement of goods and services as well as in the bidding process for Macon-Bibb County projects provide full and fair opportunities to compete to all segments of the population of Macon-Bibb County. In order to accurately obtain this information, the Macon-Bibb County Commission has determined that an analysis of existing Macon-Bibb County Procurement practices is necessary to determine if a disparity study may be necessary to resolves potential disparities in the procurement process. The Resolution approved by MBCG Commission is included as Attachment “A”, attached hereto and incorporated herein.
III. SCOPE OF SERVICES

Analyze existing Macon-Bibb County Procurement practices to determine if a disparity study may be necessary to resolve potential disparity in the Procurement process. Assist in drafting a request for proposals to be used to procure the disparity study should the consultant determine that such a disparity study is needed. Assist in the selection of a vendor to perform a disparity study.

IV. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of twenty (20) pages and must be organized in a manner to display the required information in easily accessible tabs labeled:

Consultant Background
- Letter of Interest
- History of the Consultant (including years in business)
- Contact information (including address(es), telephone/Fax numbers, email, etc.)
- Structure of the firm (include principal(s), project team, if applicable)

Experience
- Resume(s) of key personnel
- Reference list
- List of projects with similar scope and size
- Commitment to use of MBE/WBE/DBE as part of fulfillment of services to be rendered
- Summarize qualifications, knowledge, or expertise in each of the following areas:
  - S/M/W/DBE business development programs
  - Racial discrimination analysis
  - Statistical analysis
  - Government procurement, generally
  - State of Georgia law regarding goods, services, and construction contracts
  - Recent case law regarding the legal requirements for minority and women owned business development programs, disparity study methodology, with particular emphasis on cases applicable to the 11th Judicial Circuit
  - Current trends and practices in minority, women, and disabled owned business development or similar programs
  - Economics
  - Familiarity with applicable laws

Project Approach
- Detailed plan for accomplishing the Disparity Needs Assessment
- Information collection method (interviews, document review, etc.)
- Number of visits required to complete
- Other relevant processes to be utilized in collecting information to determine whether a disparity study is necessary

Project Timeline
- Provide a project schedule outlining each identified deliverable

V. SCORING (total possible number of points = 100)

Experience – Maximum 35 points
Project Approach – Maximum 20 Points
Project Timeline – Maximum 20 Points
Price – Maximum 25 Points
Scoring will be performed by a team of reviewers utilizing the Point Allocation Guidelines included as Attachment "B."

VI. AWARD BASIS

Award will be recommended to the respondent with the highest number of points.
### PRICE PROPOSAL FORM

**Disparity Needs Assessment**

<table>
<thead>
<tr>
<th>Pricing</th>
<th>$ __________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of calendars days required for completion</td>
<td>__________ days</td>
</tr>
</tbody>
</table>

### BIDDER INFORMATION

**Company Name:**

**Company Address:**

**Authorized By** (typed or printed name):

**Title:**

**Authorized Signature:**

**Date:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

### REMITTANCE INFORMATION (where payments should be sent)

**Remit to**

**Remit to Address:**

**City:**

**State:**

**Zip:**

**County:**

**Phone:**

**Fax:**

**Toll Free:**

**Contact:**

**Email:**

**Tax ID:**

- ☐ SSN
- ☐ Federal Tax ID

**Business Type:**

- ☐ Individual
- ☐ Business
- ☐ Misc.

### PURCHASE ORDER INFORMATION (where purchase order should be sent)

**Purchase Order Name:**

**Purchase Order Address:**

**City:**

**State:**

**Zip:**

**County:**

**Phone:**

**Fax:**

**Toll Free:**

**Contact:**

**Email:**

**Payment Terms:**

- Discount: __________
- %
- No. Days: __________
- Net Due: __________

**Freight Terms:**

- Ship Via: __________
- FOB __________

### MBE/DBE/BE STATUS (Check appropriate box(es))

- ☐ African American
- ☐ Hispanic
- ☐ Native American
- ☐ Asian American

- ☐ Disabled
- ☐ Woman-Owned
- ☐ Not-Applicable
PROPOSER QUALIFICATION FORM

Company Name: ____________________________
Address: ________________________________________________________________

When Organized: __________ Where Incorporated: _____________________________

How many years have you engaged in business under the present firm name? ______

Contracts now in hand? ______________________________________________________

Has bidder ever refused to execute a contract at the original bid amount? ______

Has bidder ever been declared in default on a contract? ________________________

Comments: _______________________________________________________________

Company Name: __________________________________________________________
Authorized By (typed name): ________________________________________________
Authorized Signature: ______________________________________________________

Title: ___________________________ Date: ___________________________

References

Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE
_____ DAY OF ___________, 20___ My Commission Expires: ________________

______________________________  [NOTARY SEAL]
Notary Public
**LIST OF SUB-CONSULTANTS**

I do _, do not _, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor Name
MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

PROJECT

Company Name

Company Address

Title

Authorized Signature

Telephone Number

Tax Number

Email Address

I do , do not propose to employ the minority sub-consultants as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

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

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

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
__ DAY OF _______________, 201__  My Commission Expires: ________________

__________________________
Notary Public

[NOTARY SEAL]
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
(E-VERIFY) AFFIDAVIT

Contract No. and Name: ________________________________

Name of Contracting Entity: ________________________________

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

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

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

EEV/E-Verify™ User Identification Number ________________________________ Date of Authorization ________________________________

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

Title of Authorized Officer or Agent ________________________________ Printed Name of Authorized Officer or Agent ________________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
__________ DAY OF ________________, 20___ My Commission Expires: ________________________________

[NOTARY SEAL]

Notary Public

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

APPROVED RESOLUTION

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REQUEST
THAT MACON-BIBB COUNTY ISSUES A REQUEST FOR QUALIFICATIONS FOR
CONSULTING SERVICES TO ANALYZE EXISTING PROCUREMENT PRACTICES
TO DETERMINE IF A DISPARITY STUDY MAY BE NECESSARY; AND FOR OTHER
PURPOSES.

WHEREAS, disparity studies are systemic analysis of whether disparity exists in a
community between the capacity of certain qualified firms to participate in that community’s
local economy and the number of those firms that actually do participate in the local economy; and

WHEREAS, a result of the science documented in the disparity study, public policy can
be implemented to craft specific short-term remedial measures to increase participation by those
underutilized firms; and

WHEREAS, the City of Macon attempted to complete its first and only disparity study
in 1999, with the assistance of Dr. Tommy Benson of the Georgia Institute of Technology; and
WHEREAS, this study has not been updated since its completion 15 years ago; and
WHEREAS, the circumstances in Macon and Bibb County are likely quite different
today than they were in 1999. For instance we know that:
1. The demographics and composition of the community have shifted substantially;
2. The City and County governments are now consolidated;
3. The prevailing case law related to remedial action to correct disparities has
   changed and evolved over the last 15 years;
4. Technology is vastly different now than it was 15 years ago;
5. There are likely to be other differences/challenges that can only be identified by
   undertaking such a study; and

WHEREAS, at its final meeting on December 17, 2013, the Bibb County Board of
Commissioners unanimously recommended that the new consolidated government commission a
disparity study; and

WHEREAS, Section 32 of the Macon-Bibb County Charter calls for the creation of a
new Office of Small Business Affairs that, among other duties, is charged with increasing
opportunities for small, local, minority, women and other historically underutilized businesses; and
ATTACHMENT “A”
APPROVED RESOLUTION

WHEREAS, a new disparity study could serve to provide empirical evidence for the Office of Small Business Affairs to utilize in carrying out its duties; and
WHEREAS, such a study could also create justifications for the establishment of competent standards, goals, timetables, and policies; and
WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Macon-Bibb County should, as soon as is practically possible, issue a request for qualifications for consulting services to analyze the existing Macon-Bibb County procurement practices to determine if a disparity study may be necessary to resolve potential disparities in the procurement process. This consultant should also have the capacity to assist in the drafting of a request for proposals to be used to procure the disparity study, should the consultant determine that such a disparity may exist.

BE IT FURTHER RESOLVED that in drafting the requests for qualifications and any potential request for proposals, the County Manager, the Procurement Department, and any other applicable department, office, official, or employee shall coordinate with the County Attorney’s office and Compliance officer.

SO RESOLVED this 4th day of March, 2014.

Robert A. Reichert
ROBERT A. REICHERT, MAYOR

ATTTEST: Helia Hurem
Clerk of the Commission
## ATTACHMENT "B"
### POINTS ALLOCATION GUIDELINES

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>35</strong></td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide exceptional services.</td>
</tr>
<tr>
<td><strong>25</strong></td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide above average services.</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide average services.</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Firm has identified customers; however none that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. OR Customers contacted are able to verify the service levels and capability of the respondent to provide poor services.</td>
</tr>
<tr>
<td><strong>0</strong></td>
<td>Firm has identified no customers with similar projects or has failed to meet the minimum qualifications.</td>
</tr>
</tbody>
</table>

### PROJECT APPROACH MAXIMUM 20 POINTS

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>20</strong></td>
<td>Proposed project approach is exceptional and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. All anticipated resources are identified, including staff, technology and equipment. The proposal includes substantial evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>Proposed project approach is adequate and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Many anticipated resources are identified, including staff, technology and equipment. The proposal includes some evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Proposed project approach is marginal and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Some anticipated resources may be identified, including staff, technology and equipment. The proposal includes little or no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td><strong>0</strong></td>
<td>Proposed project approach is subpar and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Very few or no resources are identified, including staff, technology and equipment. The proposal includes no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
</tbody>
</table>

### PROJECT TIMELINE MAXIMUM 20 POINTS

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>20</strong></td>
<td>Exceeds expectations of timeliness for project.</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>Meets expectations of timeliness for project.</td>
</tr>
<tr>
<td><strong>0</strong></td>
<td>Does not meet expectations of timeliness for project.</td>
</tr>
</tbody>
</table>

### PHRASE MAXIMUM 25 POINTS

Points calculated by Procurement using a standard formula.
**PRICE PROPOSAL FORM**

**Disparity Needs Assessment**

<table>
<thead>
<tr>
<th>Pricing</th>
<th>$ 75,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of calendars/days required for completion</td>
<td>120 days</td>
</tr>
</tbody>
</table>

**BIDDER INFORMATION**

- **Company Name:** Euquant
- **Company Address:** 3715 Northside Parkway Building 300 Suite 620 Atlanta, GA 30327
- **Authorized By (typed or printed name):** Thomas Boston
- **Title:** CEO
- **Authorized Signature:** Thomas Boston
- **Date:** 5/28/14
- **Telephone Number:** 678.909.6608
- **Fax Number:** 678.909.3921
- **Email Address:** Thomas.Boston@euquant.com

**REMITTANCE INFORMATION** (where payments should be sent)

- **Remit to Name:** Euquant
- **Remit to Address:** 3715 Northside Parkway Building 300 Suite 620
- **City:** Atlanta
- **State:** GA
- **Zip:** 30327
- **County:** Fulton
- **Phone:** 678.909.6608
- **Fax:** 678.909.3921
- **Toll Free:**
- **Contact:** Thomas Boston
- **Email:** Thomas.Boston@euquant.com
- **Tax ID:**
- **SSN:**
- **Federal Tax ID:** 582448970
- **Business Type:**
  - Individual
  - Business
  - Misc.

**PURCHASE ORDER INFORMATION** (where purchase orders should be sent)

- **Purchase Order Name:**
- **Purchase Order Address:**
- **City:**
- **State:**
- **Zip:**
- **County:**
- **Phone:**
- **Fax:**
- **Toll Free:**
- **Contact:**
- **Email:**
- **Payment Terms:** Discount % No. Days Net Due
- **Freight Terms:** Ship Via: FOB

**MBE/DBE/WBE STATUS** (check appropriate box(es))

- **African American**
- **Hispanic**
- **Native American**
- **Asian American**
- **Disabled**
- **Woman-Owned**
- **Not-Applicable**
PROPOSER QUALIFICATION FORM

Company Name: Euquant
Address: 3715 Northside Parkway Building 300 Suite 620 Atlanta, GA 30327
When Organized: Where Incorporated: 1994
How many years have you engaged in business under the present firm name? 7
Contracts now in hand? 5
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments: __________________________

Company Name: Euquant
Authorized By (typed name): Thomas Boston
Authorized Signature: __________________________
Title: CEO Date: 5/28/14

References
Following is a reference list of contracts that are similar to this project:

<table>
<thead>
<tr>
<th>NAME OF PROJECT/DATE</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cuyahoga County</td>
<td>Cleveland, OH</td>
<td>Jennifer Lastery</td>
<td>202-698-6766</td>
</tr>
<tr>
<td>GlaxoSmithKline</td>
<td>Raleigh, NC</td>
<td>Denise Gilling</td>
<td>919-280-0445</td>
</tr>
<tr>
<td>Georgia Dept. Transportation</td>
<td>Atlanta, GA</td>
<td>Michael Cooper</td>
<td>404-631-1500</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF May, 2014 My Commission Expires: 07 11 16

Notary Public

KENNETH M JACKSON
NOTARY PUBLIC
Clayton County
State of Georgia
LIST OF SUB-CONSULTANTS

I do [ ] do not [ ] propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor Name
## MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

<table>
<thead>
<tr>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>Company Address</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>Fax Number</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
</tbody>
</table>

I do ____, do not ____, propose to employ the minority sub-consultants as listed below on some of the work on this project.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ MBE □ WBE □ DBE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8
*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:
EuQuart Inc.
100 Galleria Parkway SE
Suite 280
Atlanta, GA 30339

POLICY PERIOD: (MO. DAY YR.) From: 04/05/2014 To: 04/05/2015

BUSINESS DESCRIPTION: Economic Consultant, Economic Policy Analysis

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER SP 1001511K IS RENEWED FOR THE POLICY PERIOD STATED ABOVE, PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED:

<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specified Professions Professional Liability Errors And Omissions Coverage Part</td>
<td>$3,728.00</td>
</tr>
</tbody>
</table>

TOTAL: $3,728.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: SOUTHERN INSURANCE UNDERWRITERS (GA) (1268)
P.O. Box 106089
Atlanta, GA 30348-6089

Brokers:
Insurance Counseling & Management
1215 Highower Tr.
Suite B-120
Atlanta, GA 30350

Issued: 03/21/2014 3:57 PM
By: (Signature)

AUTHORIZED REPRESENTATIVE

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

UPC (06-07)
EXTENSION OF DECLARATIONS

Policy No. SP 1001611L  
Effective Date: 04/05/2014

<table>
<thead>
<tr>
<th>End#</th>
<th>Revised</th>
<th>Description of Endorsements</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROF-001</td>
<td>06/01</td>
<td>Absolute Pollution Exclusion - Professional</td>
</tr>
<tr>
<td>SP</td>
<td>07/09</td>
<td>Specified Professions Professional Liability Coverage Form</td>
</tr>
<tr>
<td>SP 210</td>
<td>07/09</td>
<td>Retroactive Date Endorsement</td>
</tr>
<tr>
<td>SP 212</td>
<td>07/09</td>
<td>Amendment Of Definition Of Insured Endorsement</td>
</tr>
<tr>
<td>SP 217</td>
<td>07/09</td>
<td>Known Circumstances Revealed In Application Exclusion Endorsement</td>
</tr>
<tr>
<td>SP GA</td>
<td>05/10</td>
<td>Georgia State Amendatory Endorsement</td>
</tr>
<tr>
<td>SP Jacket</td>
<td>09/10</td>
<td>Specified Professions Professional Liability Policy Jacket</td>
</tr>
</tbody>
</table>

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EOD (01/95)  
All other terms and conditions remain unchanged.
SPECIFIED PROFESSIONAL LIABILITY ERRORS & OMISSIONS COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

No. SP 1001511L

Effective Date: 04/05/2014
12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS

EuQuant Inc.
100 Galleria Parkway SE
Suite 250
Atlanta, GA 30339

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 04/05/2014 To: 04/05/2015

Specified Professions Professional Liability

ITEM III. LIMITS OF LIABILITY

$1,000,000 EACH CLAIM

$1,000,000 ANNUAL AGGREGATE

ITEM IV. DEDUCTIBLE:

$1,000 EACH CLAIM

ITEM V. PREMIUM:

$3,728

ITEM VI. RETROACTIVE DATE: 04/05/2001

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at See Endorsement EOD (01/95)

ITEM VIII. Solely in the performance of Professional Services as a(n) Economic Consultant, Economic Policy Analysis for others for a fee.

THOSE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.
UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM

RETROACTIVE DATE ENDORSEMENT

Section II. FULL PRIOR ACTS COVERAGE PROVISION, is deleted in its entirety and replaced with the following:

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for Loss or Claim Expenses in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a Wrongful Act committed, or alleged to have been committed prior to 04/05/2001.

Coverage shall also not apply to any Claim based upon or arising out of any Wrongful Act or circumstances likely to give rise to a Claim of which any Insured had knowledge, or otherwise had basis to reasonably anticipate might result in a Claim, prior to the inception of this Policy (including, but not limited to, any prior Claim or possible Claim or circumstance referenced in the Application.)

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Insured's Policy and takes effect on the effective date of the Insured's Policy, unless another effective date is shown.
UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM

KNOWN CIRCUMSTANCES REVEALED IN APPLICATION
EXCLUSION ENDORSEMENT

It is agreed that the Company shall not be liable to make any payment for Loss or Claim Expenses in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any matter, fact, or circumstances disclosed in connection with Question 17 of the Application dated 4/5/2001.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the Insured’s Policy and takes effect on the effective date of the Insured's Policy unless another effective date is shown.
24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day 7 days a week.

FOR CLAIM REPORTING CALL TOLL FREE: 1-888-875-5231

OR

YOU MAY REPORT ON-LINE AT USLI.COM AND SELECT THE "REPORT A CLAIM" OPTION.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY OR DESC</th>
<th>PROJECT</th>
<th>GL ACCOUNT CODE/ BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/16/2014</td>
<td>918-86</td>
<td>RPS 14-018-ND</td>
<td>$</td>
<td>Nyeshia Daley</td>
</tr>
<tr>
<td></td>
<td>918-49</td>
<td>Disparity Needs Assessment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following documents are included with this recommendation:

- Buyer’s Award Recommendation (this form)
- Proposal Evaluation Summary
- Pricing Score Sheet
- Evaluation Committee Discussion Matrix
- Responsiveness Matrix
- Points Allocation Guidelines (published with RPS)

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>Euquant, Inc.</td>
<td>$75,000.00</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

<table>
<thead>
<tr>
<th>REQUIREMENT AS STATED IN THE RFP</th>
<th>HOW LOW BIDDER DID NOT MEET THE SPECIFICATION</th>
</tr>
</thead>
</table>

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:

Request for Professional Services (RPS) #14-018-ND was issued and posted to the Macon-Bibb Procurement webpage and the Georgia Procurement Registry for 27 days. On May 29, 2014 five (5) responses were received in Procurement at the date/time posted in the RPS. An evaluation committee was assembled, consisting of representatives from County Management, County Attorney’s Office, Small Business Affairs, and facilitated by the Procurement Department. Submissions were tabulated and reviewed for responsiveness; all vendors were found responsive and their submissions were presented to the committee for review during a procedural meeting. Each committee member was required to sign a “Conflict of Interest” statement to ensure the integrity of the process. The committee met on 6/9/2014 to discuss and score the submissions employing the Points Allocation Guidelines developed for the solicitation. The prices were scored separately utilizing a standard formula. The total scores were tabulated and award is recommended to the number one ranked firm, Euquant, Inc.

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>ACM, Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6/9/2017</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor flying High</th>
<th>The Boeing Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>N/A</td>
<td>10</td>
</tr>
<tr>
<td>N/A</td>
<td>25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor: Strategic Consulting Services</th>
<th>Engieinc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>45</td>
</tr>
<tr>
<td>N/A</td>
<td>65</td>
</tr>
<tr>
<td>N/A</td>
<td>75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor: Enerco Consulting</th>
<th>Bl Well Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

---

June 5, 2014

14-018-ND - Dispensary Needs Assessment

PROPOSAL EVALUATION SUMMARY
## Macon-Bibb County Procurement
### 14-018-ND - Disparity Needs Assessment

### Pricing Points (Maximum: 25 points)

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Proposal pricing</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL Wall Consulting</td>
<td>$37,640.00</td>
<td>20.25</td>
</tr>
<tr>
<td>Euquant, Inc.</td>
<td>$75,000.00</td>
<td>10.15</td>
</tr>
<tr>
<td>Hathor Strategic Consulting Services</td>
<td>$67,500.00</td>
<td>11.28</td>
</tr>
<tr>
<td>The BomaQ Companies</td>
<td>$58,000.00</td>
<td>13.13</td>
</tr>
<tr>
<td>Women Flying High</td>
<td>$30,500.00</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Lowest price receives the total number of available points.

BL Wall Consulting: $37,640.00

\[
30,500 / 37,640 = 0.810 \times 25 = 20.25 \text{ points}
\]

Euquant, Inc.: $75,000.00

\[
30,500 / 75,000 = 0.406 \times 25 = 10.15 \text{ points}
\]

Hathor Strategic Consulting Services: $67,500.00

\[
30,500 / 67,500 = 0.451 \times 25 = 11.28 \text{ points}
\]

The BomaQ Companies: $58,000.00

\[
30,500 / 58,000 = 0.525 \times 25 = 13.13 \text{ points}
\]

Women Flying High: $30,500.00

Lowest Price is $30,500 = 25 Points

[Signature]

Procurement Facilitator's Signature

I, Nyasha Daley, do hereby certify that the prices included for all vendors are complete in accordance with vendor's proposal submission.
### BI-Wall Consulting

**PROS**
- Has done previous disparity studies
- Could do it if workload permits
- Commitment to use will certify in GA if selected
- From "the triangle" where firms typically understand how to promote growth

**CONS**
- Not local
- How realistic is the timetable?
- May not understand the laws and challenges of the state of Georgia
- Travel costs (not included) could skew total cost
- May be beyond their displayed capability
- Capacity concerns
- Did the vendor truly understand the scope

### EUQUANT, Inc.

**PROS**
- Client list is impressive
- National experience
- Has done this before
- Great project plans
- Timeline is sensible
- Understands the project
- Familiar with the locale
- No potential hidden costs
- Detailed – would/could deliver
- 1999 study – the government may not have properly guided the firm – hence the lack of data

**CONS**
- Price concerns (high)
- Past study did not provide data needed – why hire again? (1999 Study)

### Hathor Strategic Consulting Services

**PROS**
- Ok/Almost
- Understands the scope
- Economists
- Competitive costs
- Great references
- Insight/Understanding of legal, disparity, and procurement
- Compliance driven
- Published articles on the topic
- Timeline
- Knows how to avoid disparity

**CONS**
- One submission missing a page (page 10)
- Seems 1 person driven
- Two different timelines included (37.5 vs. 90 days)
- How much time will be devoted to this project
<table>
<thead>
<tr>
<th>The BomaQ Companies</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROS</td>
<td>PROS</td>
</tr>
<tr>
<td>None highlighted</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROS</td>
</tr>
<tr>
<td></td>
<td>CONS</td>
</tr>
<tr>
<td></td>
<td>• Timeline; &quot;at least&quot;</td>
</tr>
<tr>
<td></td>
<td>• Not clear on prior experience</td>
</tr>
<tr>
<td></td>
<td>• Not clear on use of sub-consultants</td>
</tr>
<tr>
<td></td>
<td>• Strength of submission is missing</td>
</tr>
<tr>
<td></td>
<td>• Does not appear to have professional capacity</td>
</tr>
<tr>
<td></td>
<td>• No hard costs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Women Flying High</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROS</td>
<td>CONS</td>
</tr>
<tr>
<td>• Has the capacity to find a firm to do this assessment</td>
<td>• Limiting; their presence/process could create a disparity</td>
</tr>
<tr>
<td>• Low costs but...</td>
<td>• Will they be able to reach the type of vendor typically hired by Macon-Bibb</td>
</tr>
<tr>
<td>• Detailed cost breakout</td>
<td>• Do they understand the scope</td>
</tr>
<tr>
<td>• Would make a great partner for the SBA</td>
<td>• Cost not realistic</td>
</tr>
<tr>
<td></td>
<td>• Could there be hidden costs in travel, printing, legal, research, etc.</td>
</tr>
</tbody>
</table>
I also certify that I have personally and visually checked the information presented in the proposal forms submitted.

I certify that this is a correct tabulation of submissions received and opened at the time and place as stated in the RFP.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Minority</th>
<th>Local</th>
<th>Timeline</th>
<th>E-Ventity</th>
<th>Financial</th>
<th>Legal/GO</th>
<th>Legal/F</th>
<th>Legal/C</th>
<th>Sub-Caps</th>
<th>Prices</th>
<th>Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women Flying High</td>
<td>YES</td>
<td>NO</td>
<td>40 DAYS</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>The Bomag Companies</td>
<td>UNK</td>
<td>NO</td>
<td>120 DAYS</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>40,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H&amp;H Strategic Consulting Services</td>
<td>YES</td>
<td>NO</td>
<td>37.5 DAYS</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>67,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engenius, Inc.</td>
<td>YES</td>
<td>NO</td>
<td>120 DAYS</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>75,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BL Well Consulting</td>
<td>YES</td>
<td>NO</td>
<td>75 DAYS</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>37,500.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6/2/2014

Responsiveness Matrix
14-018-NDD
# ATTACHMENT “B”
## POINTS ALLOCATION GUIDELINES

### References Provided and/or Past Experience – MAXIMUM 35 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide exceptional services.</td>
</tr>
<tr>
<td>25</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide above average services.</td>
</tr>
<tr>
<td>15</td>
<td>Firm has identified customers that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. Customers contacted are able to verify the service levels and capability of the respondent to provide average services.</td>
</tr>
<tr>
<td>5</td>
<td>Firm has identified customers; however none that are currently using or have used services within the past 3 years which are considered comparable to the requirements of the RPS. OR Customers contacted are able to verify the service levels and capability of the respondent to provide poor services.</td>
</tr>
<tr>
<td>0</td>
<td>Firm has identified no customers with similar projects or has failed to meet the minimum qualifications.</td>
</tr>
</tbody>
</table>

### Project Approach – MAXIMUM 20 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Proposed project approach is exceptional and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. All anticipated resources are identified, including staff, technology and equipment. The proposal includes substantial evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>10</td>
<td>Proposed project approach is adequate and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Many anticipated resources are identified, including staff, technology and equipment. The proposal includes some evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>5</td>
<td>Proposed project approach is marginal and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Some anticipated resources may be identified, including staff, technology and equipment. The proposal includes little or no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
<tr>
<td>0</td>
<td>Proposed project approach is subpar and includes a comprehensive strategy for providing a Disparity Needs Assessment as described in the RPS. Very few or no resources are identified, including staff, technology and equipment. The proposal includes no evidence of the experience and resources necessary to successfully provide the services.</td>
</tr>
</tbody>
</table>

### Project Timeline – MAXIMUM 20 POINTS

<table>
<thead>
<tr>
<th>POINTS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Exceeds expectations of timeliness for project.</td>
</tr>
<tr>
<td>10</td>
<td>Meets expectations of timeliness for project.</td>
</tr>
<tr>
<td>0</td>
<td>Does not meet expectations of timeliness for project.</td>
</tr>
</tbody>
</table>

### Pricing – MAXIMUM 25 POINTS

Points calculated by Procurement using a standard formula.
RPS 14-018-ND-DISPARITY NEEDS ASSESSMENT

To: Macon-Bibb County Procurement Department
662 Cherry Street 8th Floor
Macon, Georgia 31201
Telephone: (478) 803-0550

From: Euquant Inc.
3715 Northside Pkwy Building 300 Suite 620
Atlanta, GA 30327
T: 678-909-6608  F: 678-909-3921
CONTENTS

CONSULTANT BACKGROUND .................................................................................................................. 3

LETTER OF INTEREST .......................................................................................................................... 3

HISTORY OF CONSULTANT AND CONTACT INFORMATION ................................................................. 4

PROJECT APPROACH ............................................................................................................................ 6

NUMBER OF VISITS AND OTHER PROCESSES TO BE UTILIZED FOR ACCOMPLISHING NEEDS
ASSESSMENT ....................................................................................................................................... 9

PROJECT TIMELINE ............................................................................................................................... 10

EXPERIENCE ......................................................................................................................................... 11

RESUMES OF KEY PERSONNEL ............................................................................................................ 11

LIST OF PROJECTS WITH SIMILAR SCOPE AND SIZE ........................................................................... 12

CLIENT: CUYAHOGA COUNTY ................................................................................................................ 12

CLIENT: GEORGIA DEPARTMENT OF TRANSPORTATION ................................................................. 12

CLIENT: SCHOOL BOARD OF EDUCATION MIAMI-DADE COUNTY, FLORIDA ....................................... 14

CLIENT: U.S. SENATE COMMITTEE ON SMALL BUSINESS AND ENTREPRENEURSHIP ................... 14

CLIENT: SMALL BUSINESS ADMINISTRATION (SBA) ........................................................................... 15

CLIENT: GLAXOSMITHKLINE ................................................................................................................ 17

CLIENT: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION .................................................. 17

CLIENT: THIRD-PARTY REVIEW, CITY OF SAN ANTONIO (COSA) DISPARITY STUDY UPDATE ......... 18

LIST OF CLIENT REFERENCES ................................................................................................................. 20
CONSULTANT BACKGROUND

LETTER OF INTEREST

On behalf of EuQuant’s staff, we are pleased to submit this proposal to Macon-Bibb County in response to your request for a Disparity Study Needs Assessment. EuQuant (formerly Boston Research Group, Inc) conducted the 1999 Macon Area Consortium Disparity Study. We would be honored to be considered for this assessment, which is designed to determine whether or not a disparity study update is warranted.

EuQuant is an economic research company whose mission is to empower clients with data-driven solutions for achieving success. It specializes in quantitative evaluations of programs, projects, and policies. The company’s clients include Fortune 100 corporations, federal, state and local governmental agencies, nonprofit organizations and several of the world’s fastest growing developing countries.

A Unique Value Based Approach

EuQuant’s approach to conducting the assessment differs radically from that of the typical disparity study consultant. Standard disparity study approaches often lead to a dead end when it comes to increasing minority and women business enterprises (MWBEs). Therefore, we propose an alternative. Specifically, our assessment will yield two value based outcomes: 1. A Gap Analysis of MWBE Utilization; 2. A Small Business Program Diversity Assessment.

The Gap Analysis measures the unused capacity of MWBEs by industry, race, ethnicity and gender, the results of which can be used as a basis for deciding whether a disparity study is warranted. Capacity is the volume of work and largest contract a company is capable of performing given its attributes.

The Small Business Program Diversity Assessment will improve the effectiveness and efficiency of the program. It will examine minority and women owned businesses that currently participate in the Macon-Bibb County Small Business Program; measure the capacity of each small business; identify the small business certification size standard that would maximize the use of MWBEs; make recommendations regarding the size and Industry of solicitations to designate for small business competition; and provide a framework for establishing race-neutral and gender-neutral aspirational goals.

Rationale for the Unique Approach

As an economic consulting company, EuQuant understands the fiscal and legal challenges facing governmental jurisdictions. Unfortunately, we have witnessed numerous occasions where agencies have commissioned costly disparity studies whose recommendations were not implemented because of the fear of litigation. Today, courts expect to see significant attempts at implementing race-and gender-neutral programs prior to a consideration of race conscious remedies.
Local governments, unlike state agencies, operate within a very litigious environment in regards to MWBE preference programs. Few local race-based remedial programs have survived court scrutiny. Furthermore, the recent US Supreme Court decision, which affirmed a Michigan voter initiative is to ban affirmative action, has further heightened the scrutiny on race conscious programs. As such, it is critical that government agencies have factual evidence regarding the extent of contracting disparities and have made serious efforts to achieve MWBE utilization in a race and gender neutral manner - prior to resulting to race conscious remedies. The Gap Analysis provides a more exacting analysis of disparity because it measures the difference in MWBE utilization relative to capacity, and not just to availability.

Even if an assessment determined that the disparity study was warranted, a prudent course of action would be to first consider implementing race and gender-neutral policies that attempt to reduce the disparity through the small business program. That is, the current case law governing participation in local or state government programs generally require serious consideration of race, ethnic and gender-neutral measures to increase MWBE participation. See, e.g., Northern Contracting, Inc. v. Illinois DOT, 473 F.3d 715, 724 (7th Cir. 2007); Dade County, 122 F.3d at 927; Drabik, 214 F.3d 730 (6th Cir. 2001); Hershell Gill Consulting, 335 F. Supp. 2d 1305 (S.D. Fla. 2004); 49 C.F.R. § 25.51. Court cases have suggested a number of race-, ethnic-, and gender-neutral measures that the various programs made available to MWBE’s and other small businesses. Cases indicate that local governments "seriously" consider race, ethnic and gender-neutral means to facilitate participation by small businesses and MWBEs. See, e.g., City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989); Northern Contracting, Inc. v. Illinois DOT, 473 F.3d 724 (7th Cir. 2007); Cone Corp., 908 F.2d 908 (1990); Drabik, 214 F.3d 730 (6th Cir. 2001).

**HISTORY OF CONSULTANT AND CONTACT INFORMATION**

**Why EuQuant?**

EuQuant's CEO, Dr. Thomas D Boston, served as the consultant on the Macon Area Consortium Disparity Study is conducted in 1999. Within the state of Georgia, the company has also conducted disparity studies for the Georgia Department of Administrative Services, the Georgia Department of Transportation, Hartsfield-Jackson International Airport, Richmond County, Grady Health Systems, Fulton County, and for 10 years EuQuant served as the primary consultant to the City of Atlanta’s EBO Program.

Nationally, EuQuant is currently conducting a milestone study of minority business capacity for the US Small Business Administration. The company previously conducted an assessment of minority business capacity and performance for the Congressional Black Caucus, which led to a revision of policies affecting the federal 8(a) Program, SDB Program and USDOT DBE Programs.

In 2012, EuQuant’s CEO was designated the primary data and research analyst for the US Senate Committee on Small Business and Entrepreneurship. In this capacity, EuQuant assisted
the Committee by providing empirical research in support of its mission to improve the effectiveness and performance of the nation’s small and disadvantaged business programs.

Unlike other consultants, the company does not specialize in disparity studies, but rather in data analytics on small and minority owned businesses. Nevertheless, the high valued research engagements the company has conducted at the local, state and national levels required an intricate understanding of Croson Case law, its standards and progeny.

Because Dr. Boston is an economics professor at Georgia Tech and author of six books, EuQuant’s research are held to the highest standard; its methods not only meet but also exceed Croson standards. Dr. Boston also serves as a regular economics contributor to CNN and he has served on the Atlanta Federal Reserve Advisory Counsel for Small and Midsize Businesses. He testifies regularly before congressional committees regarding policies and programs affecting minority businesses.

EuQuant’s Vice President, Dr. Catherine Ross, is one of the country’s leading urban and regional planners and transportation researchers. She was formerly Executive Director of the Georgia Regional Transportation Authority. EuQuant’s staff consists of statisticians and marketing researchers who, together with its leaders, provide its clients with research at the cutting edge of knowledge.

Internationally, EuQuant advised the National Assemblies of Nigeria and South Africa on monitoring and evaluating the impact of Millennium Development Goals. Currently, it has been commissioned by the African Union to create the "Database on African Democratic Development". This project will allow the AU to monitor and evaluate the progress of the 54 countries of African toward democracy, governance and development.

EuQuant is a 100% African-American owned company headquartered in Atlanta. Thank you in advance for your consideration.

Sincerely,

[Signature]

Project Lead Contact Information:

Name: Dr. Thomas D. Boston
E: Thomas.Boston@euquant.com
Address: Euquant, Inc.
    3715 Northside Parkway Building 300 Suite 620
    Atlanta, GA 30327    T: 678.909.6608 F: 678.909.3921
PROJECT APPROACH

This proposal seeks to achieve a more level playing field for minority and women owned businesses in the Macon-Bibb County market area. The proposed services are designed to increase opportunities and the capacity of minority and women-owned businesses in a race- and gender-neutral manner. The analytics would yield the following outcomes:

A. MWBE Gap Analysis

1. Determine the contracting capacity of all firms (including SBE/MWBES) that are available to the Macon-Bibb County. Identify SBE/MWBES that are potentially available. Contracting capacity is defined as the amount of work a firm is capable of performing given its characteristics.

2. A breakdown of capacity by detailed industry, race, ethnic and gender group;

3. A measurement of the volume of Macon-Bibb County contracting activity by industry;

4. An examination of the volume of contracting activity relative to the capacity of SBE/MWBES;

5. Construction of disparity indexes by industry, race, ethnicity and gender.

6. A comprehensive Gap Analysis Report that measures the extent to which MWBE firms are underutilized in comparison to their capacity.

B. Small Business Diversity Analysis

1. Assist their County in implementing the SBE program in ways that will maximize the opportunities of MWBEs, while maintaining the race- and gender-neutral character of the SBE program. Some of the services in this regard will include the following: determining the most appropriate industries and contracts for setting aspirational goals; determining the most effective SBE program size standard; and developing guidelines for setting aspirational goals on individual contracts.

2. A determination of the most effective revenue and employment size standard for SBE Program certification. This would take into consideration the relative capacity of MWBEs.

3. An analysis of how the SBE certification size standard should differ by industry based on the relative capacity of SBE/MWBES within the industry.

4. A determination of baseline values for aspirational goals, taking into consideration the relative capacity of MWBE subcontractors within the industry;
5. A determination of the most effective manner for achieving MWBE utilization through the small business program. For example, a consideration of whether the program should be implemented through sheltered market solicitations, or through subcontracting opportunities.

6. A determination of the optimal threshold for SBE solicitations, based on the relative capacity of SBEs and MWBEs.

Optional Service

Construct a web portal that will allow County purchasing officers to instantly identify SBE/MWBE firms by capacity, industry, race, ethnicity and gender of owner. The web portal will also provide contact information for each firm and create downloadable lists of available firms based on capacity specifications.

Illustrated Example of EuQuant's Methodology

Perhaps the best way to illustrate EuQuant's methodological approach and the outcomes you can expect is for EuQuant to provide the verbatim executive summary for the Cuyahoga County (Cleveland, Ohio) Data Analysis Disparity Study. Like Bibb-Macon County, Cuyahoga County wanted to first conduct an analytical analysis prior to a full disparity study. The Executive Summary below is taken from the Cuyahoga County Final Report that was submitted in April.

Cuyahoga County Data Analysis Executive Summary

Cuyahoga County wants to ensure that qualified businesses owned by minority and female entrepreneurs have an equal opportunity to compete for the goods and other services it procures. To this end, it commissioned EuQuant (an economic research and data analytics company) to conduct a statistical analysis of its contracting and procurement activity. The purpose was to determine whether or not minority-owned and women-owned businesses have been adversely affected by direct or indirect discriminatory practices. The Constitution allows government officials, under certain circumstances, to take remedial steps to promote opportunity, advance equality, and address discrimination. This study was designed to assist the County in determining whether such steps are necessary. It measured the size and statistical significance of disparities between the share of qualified, willing, and able firms available in the marketplace and the share of contracts they received. The formal name given to this research by Cuyahoga County is a Data Development, Collection and Analysis Report (DDCA). Its conclusions reflect activity that occurred between 2009 and 2012.

Overall, the study identified 4281 firms available to Cuyahoga County; 541 of those firms were certified in the County's Small Business Enterprise (SBE) Program. Available firms were defined as qualified, willing and able vendors who were actively registered with the County and who operated an establishment within Greater Cleveland - which was the geographic boundary of
the relevant market area. During the study timeframe (2009 to 2012), the County awarded $641.1 million in prime contracts; $515.6 million was awarded in professional service industries, $60.3 million was awarded in construction industries, $50.8 million was awarded in goods and other service industries; and $14.4 million was awarded in supply industries.

Available businesses owned by African-Americans, Hispanic Americans, Asian Americans and women experienced statistically significant disparities in prime contracting and SBE subcontracting with Cuyahoga County. Furthermore, businesses owned by African-Americans, Hispanic Americans and women also experienced statistically significant disparities in private market transactions in the Greater Cleveland area. The study did not find evidence that Asians experienced disparities in private market transactions. The number of observations on Native Americans was too small for statistical inferences to be made about their experiences. However, minorities as a group experienced significant disparities in contracting activity with the County.

When prime contracts and SBE subcontracts were considered, minorities received 1.4% of all awards and they represented 9.1% of available firms. Women received 2.3% of all awards and represented 8.7% of available firms. Broken down by race and ethnicity, African-Americans received 1.2% of all awards and represented 6.9% of available firms; Hispanic Americans received .2% of all awards and represented .9% of available firms; finally, Asian Americans received .1% of all awards and represented 1.2% of all available firms. The seven (7) Native American-owned firms available to the County did not receive any awards.

The Small Business Program (SBE) appears to be more effective at achieving its goal. It successfully certified 541 firms, a large proportion of which were operated by minority and women business owners, i.e. 42.9% and 38.1% respectively. Furthermore, minorities and women were more successful in pursuing subcontracts through the SBE Program than outside of the program. However, they were still underutilized in SBE awards relative to their availability.

Specifically, minorities received 33.1% of the value of subcontracts made through the SBE program while women received 25.4%. African-Americans received 22.7% of SBE awards, Hispanic Americans received 10.2% and the Asian Americans received .2%. The problem however is that total awards through the SBE program amounted to only $9.8 million. This was extremely small in comparison to the value of awards made by the County in total.

It is important to note that the way in which procurement records were organized in the Procurement Database made it impossible to capture information on some SBE contracts and determine whether the contracts awarded were actually executed and whether the final adjusted amount of the contract differed from the awarded amount. Nevertheless, the relative success of the SBE program suggests the County should strongly consider expanding the scope of contracts assigned SBE aspirational goals. It should also record more detailed information on each SBE subcontract.
The underutilization of firms owned by minorities and women could not be attributed to their business capacity. This fact was established by using regression analysis to analyze the determinants of firms' revenue. The model allowed the research team to estimate the revenue of all firms and the relative capacity of minority and women-owned firms (assuming they were treated in a nondiscriminatory manner).

The revenue of minority-owned firms was determined to be 14.9% of the revenue of all firms and the relative capacity of minority-owned firms was estimated at 16.1%. Similarly, the revenue of women-owned firms was determined to be 16.4% of the revenue of all firms and the relative capacity of women-owned firms was estimated at 18.5%. Breaking down the results by race and ethnic groups, the relative capacity of African American firms was 11.2%; relative capacity of Asian American firms was 2.8%; relative capacity of Hispanic American firms was 1.2%; and relative capacity of Caucasian-owned firms was 83.9%.

Firms were sorted into three categories based on their capacity: (1) $500,000 and above (which coincides with the value of awards made by the County Council); (2) $100,000-$499,999 (which coincides with the value of awards made by the Board of Controls); and (3) $50,000 to $99,999 (which is included in the value of awards made by the Contracts and Purchasing Board).

In regards to capacity, businesses owned by minorities comprised 24.4% of all firms in category (1) and businesses owned by women comprised 26.6% of all firms in the category. Excluding the firms in category (1), businesses owned by minorities comprised 48.8% of all firms in category (2) while businesses owned by women comprised 43.3% of all firms in the category. In short, the underutilization experienced by minorities and women could not be attributed to a lack of capacity on their part. Instead, in the language of Croson case law, the findings suggest a strong inference of discrimination. This inference should be examined further through the use of qualitative research methods.

**NUMBER OF VISITS AND OTHER PROCESSES TO BE UTILIZED FOR ACCOMPLISHING NEEDS ASSESSMENT**

From the time that the team is given the notice to proceed, the project will take an estimated 120 workdays. During this time period the team anticipates making four visits to the county. The first visit will consist of meeting with county stakeholders and formalizing the start of the project. For the second visit the team will make logistical arrangements to meet with the county's data specialists where it will collect all necessary data so it can begin the MWBE Gap Analysis. Once the MWBE Analysis has been completed, the team will make another visit to the county where it will present its findings at a milestone meeting; after the milestone meeting the team will then start the Small Business Diversity Analysis or the second and final phase of the project. During this time the team will begin working with the county to implement its recommendations from the MWBE analysis. Once the Small Business Diversity Analysis is completed, the team will arrange a final visit to the county where it will present and submit its final draft report for the county's review and feedback. Once the team has received feedback from the county, it will incorporate any necessary changes into its final report to be submitted to the county at the end of the 120 workdays.
# Project Timeline

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description of Work Task</th>
<th># of Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MWBE Gap Analysis</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Initial project kick off and meeting with county stakeholders. (visit)</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>Data collection (includes a one day visit to county to pull data)</td>
<td>6</td>
</tr>
<tr>
<td>1.3</td>
<td>Determine the contracting capacity of all firms that are available to Macon-Bibb County</td>
<td>8</td>
</tr>
<tr>
<td>1.4</td>
<td>Breakdown capacity by industry, race, ethnic, and gender group</td>
<td>4</td>
</tr>
<tr>
<td>1.5</td>
<td>Measure volume of MBC contracting by industry</td>
<td>3</td>
</tr>
<tr>
<td>1.6</td>
<td>Examine contracting activity relative to capacity</td>
<td>3</td>
</tr>
<tr>
<td>1.7</td>
<td>Construct disparity indexes by industry, race, gender, and ethnicity</td>
<td>15</td>
</tr>
<tr>
<td>1.8</td>
<td>Construct gap analysis to measure underutilization of MWBE firms relative to their capacity</td>
<td>5</td>
</tr>
<tr>
<td>1.9</td>
<td>Prepare and submit findings from MWBE Gap Analysis</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Small Business Diversity Analysis</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Milestone meeting to present findings from MWBE Gap Analysis (visit)</td>
<td>1</td>
</tr>
<tr>
<td>2.2</td>
<td>Assist county in implementing the SBE program to maximize opportunities for MWBEs</td>
<td>19</td>
</tr>
<tr>
<td>2.3</td>
<td>Determine most effective size and employment standard for SBE program</td>
<td>10</td>
</tr>
<tr>
<td>2.4</td>
<td>Determine how SBE certification size standard should differ by industry based on capacity within industry</td>
<td>5</td>
</tr>
<tr>
<td>2.5</td>
<td>Determine baseline values for aspirational goals</td>
<td>5</td>
</tr>
<tr>
<td>2.6</td>
<td>Determine most effective manner for achieving MWBE utilization through the small</td>
<td>5</td>
</tr>
<tr>
<td>2.7</td>
<td>Determine the optimal threshold for SBE solicitation based on capacity of SBEs and</td>
<td>5</td>
</tr>
<tr>
<td>2.8</td>
<td>Submit final draft report and present findings to county (visit)</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>120</strong></td>
<td></td>
</tr>
</tbody>
</table>
EXPERIENCE

RESUMES OF KEY PERSONNEL

DR. THOMAS D. BOSTON

Thomas "Danny" Boston is an entrepreneur and educator. He is the founder and CEO of EuQuant and a Professor of Economics in the Sam Nunn School of International Affairs at Georgia Tech. He is also a regular economics contributor to CNN. He received the Ph.D. Degree in Economics from Cornell University. Dr. Boston is the author of six books and numerous scholarly articles. He is the past President of the National Economic Association, previous editor of The Review of Black Political Economy, past Senior Economist to the Joint Economic Committee of Congress, former member of the Atlanta Federal Reserve Bank Advisory Council on Small and Midsize Businesses, and past economic advisor to four mayors of Atlanta. A national and international consultant, he served as an advisor to the Nigerian National Assembly House Committee on Millennium Development Goals (MDGs) and South African Free State Legislature on MDGs. Dr. Boston has testified numerous times before committees of the US House of Representatives and the Senate and in April, 2012, he was invited to the White House to discuss the state of African Americans during the economic recovery.

DR. CATHERINE L. ROSS

Dr. Catherine Ross is a distinguished, educator, researcher and practitioner. Ross serves as the Vice President and Director of Urban and Transportation Research for EuQuant. She is Professor of City Planning at Georgia tech and Director of the Center for Quality Growth and Regional Development. Dr. Ross has over 30 years of experience in transportation planning, urban planning, quality growth and land use planning. She served as the First Executive Director of the Georgia Regional Transportation Authority and has supervised numerous transportation studies. She has published dozens of articles and two books. Dr. Ross serves on the White House Urban Affairs Task Force, is the former President of the Association of Collegiate Schools of Planning and member of the Transportation Research Board of the National Academy of Sciences. Through her position as Director of the Center for Quality Growth and Regional Development at Georgia Tech, where she is also a professor in city planning, Dr. Ross has had a major influence on new regional approaches to transportation planning and infrastructure planning. As Director of the Georgia Regional Transportation Authority she created the first regional transit system in the Metropolitan Atlanta, achieved environment attainment status for the Atlanta 13 county region, and led major initiatives in transportation planning and environmental sustainability.
LIST OF PROJECTS WITH SIMILAR SCOPE AND SIZE

CLIENT: CUYAHOGA COUNTY

Title of Engagement: Disparity Analysis

Date: July 2013-ongoing

Description: Cuyahoga County has been undergoing a transformation over the last two years. As part of this process, the County has sought to ensure qualified businesses owned by minority and female entrepreneurs have an equal opportunity to compete for the goods and services it procures.

In light of this objective, the County commissioned Euquant to conduct a disparity study to determine whether or not there have been statistically significant disparities between the number of minority-owned and women-owned businesses qualified, willing, and able to provide goods and services to the County and the number that received contracts through the award process. The study uses both statistical and anecdotal evidence to derive its conclusions, which must be conducted in conformance with the legal opinions and decisions regarding Croson case law and its progeny.

CLIENT: GEORGIA DEPARTMENT OF TRANSPORTATION

Title of Engagement: Small Business Analysis

Date: December 2013-ongoing

Description: The Georgia Department of Transportation Board seeks to promote equal opportunity and non-discrimination in all of its procurement practices and policies in accordance with federal regulations. In pursuit of this goal, and consistent with its regulatory obligation, the Board has taken several steps. First, it implemented a Small Business Program. Second, it is examining ways to reduce the burden of overconcentration in the trucking industry, thereby creating more fairness for all firms pursuing GDOT awards.

The Small Business Program was implemented in professional and construction services on July 31, 2012. The Program complies with Title 49, code of the Federal Regulation, Part 26, (19 CFR Part 26). The Board reviewed alternative approaches to implementing the Small Business Program, as specified in United States Department of Transportation's new Final Rule; effective February 28, 2011. Based upon that review, the Board determined the most effective manner for promoting economic opportunities for small companies is through implementing a race and gender-neutral small business set-aside program. This study will identify policies for
implementing the Small Business (SB) Program.

The Small Business Program evaluation will have the following outcome based objectives:

- A legal review of federal and state procurement laws and regulation that govern small business set-asides policies enacted pursuant to FHWA regulation 49 § 26.39;

- The Small Business Program revenue and employment size standards by NAICS code;

- The maximum size award (§ value) to be set-aside for the SB Program;

- The type of award (i.e. work class codes) that should be set-aside;

- The variation in the maximum size award (§ value) should vary by type and NAICS;

- Whether a limit should be placed on the cumulative value of awards a single contractor can receive through the Program;

- The names and contact information of businesses that are potential candidates for the Program

Regarding the overconcentration, the 2012 Georgia Department of Transportation Disparity Study states, “DBE trucking firms accounted for about one-quarter of DBE participation in GDOT and local agency contracts. About 72 percent of the trucking work identified in GDOT and local agency contract data went to DBEs (about one-half to white women-owned DBEs and one-half to minority-owned DBEs).” The study concluded, “in accordance with 49 CFR Section 26.33, GDOT may need to consider steps to ensure that future DBE participation is not over concentrated in trucking. GDOT would need to obtain the approval of FHWA for any determination of overconcentration and the measures it would employ to address it.”

Federal Regulation 49 CFR 26.33 outlines steps that should be taken if DBE concentration in certain industries unduly burdens non-DBEs.

The overconcentration evaluation will have the following outcome based objectives:

- Determine whether DBEs in trucking have capabilities in other NAICS codes;

- Determine whether prime contractors could have used DBEs in other work areas;

- Determine what might happen to DBE and non-DBE awards if credit for achieving goals in trucking were reduced;

- Determine how reducing credit for goals in trucking might affect DBEs by race, ethnicity and gender;

- Identify race and gender-neutral policies that may be effective in addressing overconcentration;

- Determine whether some trucking opportunities should be awarded through the SB Program (since it is race and gender neutral).
CLIENT: SCHOOL BOARD OF EDUCATION MIAMI-DADE COUNTY, FLORIDA

Title of Engagement: Review of Disparity Study
Date: January 2014-ongoing
Description: The following describes the activities that Euquant is set to perform for the School Board of Miami-Dade County, Florida.

1. Review School Board Policy 6320.02 and other relevant documents (that govern the operations of the Office of Economic Opportunity as well procurement activities and programs related to M/WBE, SBE and MBE initiatives).

2. Review the validity and soundness of the methodology used to conduct the disparity study and render opinions and conclusions regarding the following outcomes:
   a. Validity and soundness of how the relevant market area was determined.
   b. Validity and soundness of the methodology for determining the pool of available firms.
   c. Validity and soundness of the availability analysis.
   d. Validity and soundness of the methodology used to measure utilization.
   e. Validity and soundness of the utilization analysis.
   f. Validity and soundness of the methodology used to measure disparity.
   g. Validity and soundness of the disparity analysis.
   h. Validity and soundness of how the business survey was conducted.
   i. Validity and soundness of the collection of anecdotal and qualitative information.

3. Review the approach used to calculate disparities in procurement outcomes for prime contractors and subcontractors and for deriving disparities by industry, race, ethnicity and gender.

4. Render an opinion regarding the findings and conclusions as stated in the draft disparity study.

5. Draft a confidential memorandum to the School Board Attorney that summarizes the Consultant’s opinions and conclusions of the Disparity Study review. To the extent the review identifies shortcomings in the Disparity Study that might be considered for correction; the memorandum will identify such and indicate the rationale for the opinion.

Anticipated Outcome of Services: A confidential memorandum to the School Board Attorney that summarizes the Consultant’s opinions and conclusions of the Disparity Study review and a review of the above stated Board Policies.

CLIENT: U.S. SENATE COMMITTEE ON SMALL BUSINESS AND ENTREPRENEURSHIP

Title of Engagement: EuQuant’s CEO has been designated as the Primary Data and
Research Analyst Company to the US Senate Committee on Small Business and Entrepreneurship
Date: November 2012-ongoing

Description: The responsibilities of the designation include testifying regularly before the Senate Committee on research outcomes and providing regular and on-call updates to the Chair of the US Senate Committee of Small Business and Entrepreneurship. The research's regular updates focus on the performance of firms participating in small business programs of the federal government. These include 8(a) Program firms, Small Disadvantaged Businesses (SDBs), Veteran-owned Small Businesses (VOSBs), Disabled Veteran-owned Small Businesses (DVOSBs), Women-owned Small Businesses (WOSBs), Women-owned Economically Disadvantaged Small Businesses (WOEDSBS), HUBZone Small Businesses, and Other Small Business Concerns (OSMCS). Research responsibilities:

- Breakout the performance of firms by race, ethnicity and gender
- Examine the impact of personal net worth and size standards on firm performance.
- Collect data on government subcontracting activity with SDBs
- Examine corporate compliance with subcontracting requirements.

CLIENT: SMALL BUSINESS ADMINISTRATION (8A)

Title of Engagement: Business Development Index
Date: December 2013-ongoing

Description: This research attempts to identify a more efficient criterion for defining program eligibility of firms entering the SBA 8(A) program. The research explores the feasibility of using a Business Development Index (BDI), which is a multidimensional metric derived from evaluating firms' scale of operation, capacity, industry characteristics and other relevant market factors that are associated with the stages of development of small businesses.

Although the research focuses specifically on eligibility criteria for the 8(a) BD program, its findings have important implications for other programs of the federal government; particularly, the Small
Business Development Program (SDB), the Economically Disadvantage Women-owned Small Business Program (EDWOSB); the Disadvantaged Business Enterprise Program (DBE) of FHWA.

Statement of the problem

The PNW and wealth threshold used to determine 8(a) program eligibility are the same for all NAICS codes. Yet, revenue and PNW vary significantly across industries. Consider the following:

- EuQuant’s empirical research shows the average revenue of CCR (SAM) registered firms in 2013 was $15.0 million in primary metals and machinery manufacturing; $5.0 million in heavy construction contracting; $1.3 million in professional, legal, engineering and scientific services; $35.6 million in wholesale trades.
- Research in 2007 found that revenue and PNW are highly correlated. Specifically, the coefficient of elasticity of 8(a) business revenue with respect to owner’s wealth was .4.
- These results suggest that a single PNW and wealth threshold for all industries is not consistent with developing competitive businesses.

The PNW ceiling ($750,000) has not been adjusted since 1998, which means the inflation-adjusted (i.e. real) value of PNW is $539,020. Since bonding capacity, access to capital and credit are heavily dependent on personal net worth, the lower PNW makes it more difficult for 8(a) businesses to develop greater operational capacity.

Two fundamental principles that SBA uses when establishing or adjusting small business size standards are: (1) the standard should reflect the unique conditions in each industry, and (2) The standard should be set to enhance the competitiveness of small businesses. PNW and wealth criteria are not applied in a way that is consistent with these objectives.

The bureaucracy, paperwork burden and complexity involved in measuring and monitoring PNW and wealth makes the process difficult and costly.

Finally, the PNW, wealth and income criteria differ across federal programs: 8(a) BD and SDB programs; Economically Disadvantage Women-owned Small Business Program (EDWOSB); the Disadvantaged Business Enterprise Program (DBE) of FHWA. The different criteria are burdensome to administer and confusing to program participants.

The research explores the feasibility of replacing PNW and wealth with the BDI; a multidimensional metric that expresses a firm’s scale of operation, capacity, industry characteristics and relevant market factors. The index is also easier to apply, less costly and less burdensome.
CLIENT:
GLAXOSMITHKLINE

Title of Engagement: Examining the Capacity of Small Diverse Suppliers for GlaxoSmithKline (GSK)
Date: January 2013-ongoing

Description: The federal government’s Small Business Subcontracting Program is designed to create the maximum practical business opportunities for small businesses, veteran-owned small businesses, service-disabled veteran-owned small business, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns.

The subcontracting program requires corporations that receive federal prime contracts in excess of $650,000 for general awards ($1.5 million for construction contracts) to make the maximum possible effort to create subcontracting opportunities. Corporations comply by submitting an acceptable Subcontracting Plan to the contracting officer. The Plan designates the goals and procedures for utilizing various categories of small business concerns. Furthermore, the failure to negotiate an acceptable subcontracting plan will make the corporation ineligible for the award.

This research seeks to identify suppliers that are available in each of the commodity areas within which GSK procures goods and services. The study seeks to improve the efficiency and effectiveness of GSK in complying with the government’s Small Business Subcontracting Program. It will make findings and recommendations that are designed to reduce the program burden and increase the benefits to corporations, government agencies and small business concerns. The research outcomes include: (1) recommendations that will reduce the cost and paperwork burden of corporate compliance with the program, while simultaneously increasing the efficiency and effectiveness of the subcontracting program; (2) A statistical examination of the performance of the subcontracting program for corporations and for socially and economically disadvantaged businesses; (3) recommendations for changes in policies that will improve the program’s efficiency and effectiveness. Anticipated outcomes include the following:

- Detailed examination of the capacity of diverse suppliers
- The gain in efficiency that might be achieved by identifying suppliers more efficiently
- The gain in efficiency that might be achieved by developing and maintaining an e-source for suppliers

The gain in efficiency that might be achieved by adjusting “flow down” requirement which affects subcontracting with large business concerns.

CLIENT: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Title of Engagement: Measuring Business Opportunity: a Disparity Study of NCDOT State and Federal Programs

Date: 2009-2010

Description: The Disparity Study was conducted for the North Carolina Department of Transportation and completed in 2010. It was entitled, Measuring Business Opportunity: a Disparity Study of NCDOT State and Federal Programs. The Study was mandated by North Carolina State Statute N.C.G.S.A. § 136-28.4(b). The original study contains four volumes of detailed statistical and qualitative analyses and an extensive executive summary of findings.

The objective of the Disparity Study was to examine relevant evidence related to the effects of race-based or gender-based discrimination upon the utilization of disadvantaged Minority-owned Business Enterprises (MBEs) and disadvantaged Women-owned Business Enterprises (WBEs) by the North Carolina Department of Transportation (NCDOT) in State funded transportation projects. The examination covers state fiscal years 2005 - 2009.

The statistical findings included an analysis of all firms that were (during the period under investigation) pre-qualified prime contractors, approved subcontractors and certified Small Business Enterprise Contractors. Data for all firms included in the study were organized by the relevant market area for prime contracts, subcontracts and small business awards, prequalification and certification categories, prime and subcontracting categories, State and federal supported projects, race and ethnicity of owners, seventeen (17) NCDOT work code disciplines, and the geographic area among NCDOT's 14 divisions in which a firm was availability to work. The Disparity Study examined data on every contract awarded during the study period.

Statistical evidence was supplemented by qualitative research of the following types: a survey of 388 NCDOT vendors randomly selected, and the total interviews of 50 vendors selected according to the race and ethnic distribution of available firms, seven public hearings organized in different regions of the state, and 17 focus groups organized in six different locations of the state.

CLIENT: THIRD-PARTY REVIEW, CITY OF SAN ANTONIO (COSA) DISPARITY STUDY UPDATE

Time: 2010

Description: EuQuant completed the Third Party Review of the City of San Antonio's Disparity Study Update in 2010. The review followed the scope of services agreed upon between Euquant and COSA and went further by examining in full detail (versus spot checking) the payment data and vendor data used to complete the Update.

Overall Objective of the Independent Third-Party Review

1. Determine whether the steps taken by MGT were sufficient to address the...
directives given it in regards to revising the COSA Disparity Study by providing an Addendum.

2. Determine whether appropriate steps were taken to identify gaps in the data and ensure the accuracy of the Disparity Study Addendum.

3. Determined whether the recommendations made in the Addendum are consistent with results of the data analysis.

4. The specific scope of services involved the following: review working papers and communications related to MGT's corrective actions; review the methodology employed by MGT to make database corrections; review the methodology followed to clean-up and augment accounts payable data and classify activity by industry and ethnicity; assess the appropriateness of the methodology used in the Addendum in regards to examining utilization and statistical disparities; assess the accuracy of Addendum tables summarizing contracting disparities; assess the appropriateness and legal defensibility of the Disparity Study Addendum; and draft a memo summarizing findings and conclusions.

Background material examined for the Review

The Review involved an examination of documents made available to EuQuant by COSA as well as an in-depth examination of payment and vendor data and other items.

Protocol followed in Conducting the Review

The review was not intended to be an examination of the overall methodology, approach, validity and defensibility of the COSA Disparity Study prepared by MGT; instead it had a well defined scope of services that was outlined and agreed upon between EuQuant and COSA.

The findings are summarized below:

➢ EuQuant’s detailed examination of COSA’s vendor and payment data found MGT’s Update to be factually and methodologically sound. Furthermore, it appears that appropriate steps were taken to comply with COSA’s directions regarding data accuracy.

➢ The recommendations of the Update appear to be consistent with the findings of the data analysis.

➢ The modifications made to the vendor database and payment database appear to have been done correctly.

➢ To check the accuracy of MGT’s findings, EuQuant coded the vendor and payment databases and applied filters that restricted the analysis to firms located in the market area; eliminated duplicate records, not-for-profit entities and payments to such organizations; omitted records for firms when the owners’ race, ethnic or gender classification could not be determined; and, eliminated firms whose place of business was not known. After applying these filters, the results of EuQuant’s data
analysis were similar to those of MGT.

- The utilization and availability analysis conducted by MGT and the review conducted by EuQuant produced results that were not significantly different. In most cases where some differences were observed, we also found that the total value of payments derived by EuQuant and MGT was similar but the percentages they represented of the total varied. This is to be expected because the two approaches were conducted independently and thus different filters were applied to the data. However, we did not find an instance where such differences altered the significance of the disparity index—using the more simplified approach.

- EuQuant reviewed the Errata Sheet and did not have any points of difference with the observations made by MGT.

LIST OF CLIENT REFERENCES

**Client:** Cuyahoga County  
**Contact Person:** Ms. Jennifer Lastery  
Senior Associate and African Coordinator  
**Email:** jlastery@GCCounty.us  
**P:** (202) 698-6766  
**Service:** Disparity Analysis (2001 & 2006)

**Client:** GlaxoSmithKline  
**Contact Person:** Denise Gatling  
Director of Global Corporate Diversity  
**Email:** denise.i.gatling@gsk.com  
(919) 260-0445  
**Service:** Small Business Capacity Analysis (2012-ongoing)

**Client:** Georgia Department of Transportation  
**Contact Person:** Michael Cooper  
Former DBE Program Director  
**Email:** mcooper@dot.ga.gov  
**P:** (404) 631-1500  
**Service:** Disparity Analysis (2001 & 2006)

**Client:** North Carolina Department of Transportation  
**Prime Contractor:** EuQuant  
**Year:** 2009-2012  
**Contact Person:** Terry Canales  
**Email:**  
**P:**  
**Service:** Disparity Analysis (2009-2012)

**Client:** US Senate Committee on Small Business and Entrepreneurship  
**Prime Contractor:** EuQuant  
**Contact Person:** Krystal Brumfield, Chief Counsel to the Committee  
**Email:** krystal_brumfield@sbc.senate.gov  
**P:**  
**Service:** Primary Data and Research Analyst (2012-ongoing)
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RENAME HAYWOOD ROAD TO MARшELL STENSON, JR. DRIVE; AND FOR OTHER PURPOSES.

WHEREAS, the members of the St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commission to rename Haywood Road to Marshell Stenson, Jr. Drive in honor of their deceased pastor.

WHEREAS, in accordance with the procedural requirements of Macon-Bibb County's policy for naming Macon-Bibb County owned streets, a majority of the residents of Haywood Road have signed a petition to rename Haywood Road "Marshell Stenson, Jr. Drive"; and

WHEREAS, a copy of the written request, with the names, addresses and signatures of the majority of the residents of Haywood Road, and a clear and concise statement of the reasons for said request, is attached hereto as Exhibit "A", and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., was born on May 3, 1936, the fifth of thirteen children born to Reverend and Mrs. Marshell Stenson. He grew up in Troup County, Georgia, graduating from Troup County High School with honors and later attended and earned a Bachelor of Arts degree from Clark College. He later attended and was earned a Bachelor and Master of Divinity Degree from Interdenominational Seminary and went on to earn his Doctor of Divinity degree from Carver Bible College; and

WHEREAS, Reverend Doctor Marshell Stenson, Jr., devoted his life in service to the Lord, serving as Pastor of Mt. Vernon Baptist Church in Newnan, Georgia, and later serving as the Pastor of First Baptist Church in Macon, Georgia; and

WHEREAS, while serving in that capacity, Reverend Doctor Marshell Stenson, Jr., became a chief ombudsman of the Civil Rights Movement, hosting Dr. Martin Luther King, Jr., and other civil rights workers as they moved through the Central Georgia area; and
WHEREAS, Reverend Doctor Marshall Stenson, Jr., became Pastor of St. Luke Baptist Church and served as the President of Bryant’s Theological Seminary in 1969. He served as Pastor of St. Luke Baptist Church for 44 (forty-four) years. He served as President of Brant’s Theological Seminary for 35 (thirty-five) years; and

WHEREAS, in the late 1960’s, Reverend Doctor Marshall Stenson, Jr., served on the Georgia Council on Human Relations, was a member of the executive committee of the Bibb County Republican Party and helped organize the Alcoholics Rehabilitation Center in Macon, Georgia.

WHEREAS, in 1970, Reverend Doctor Marshall Stenson, Jr., headed “Operation Breadbasket”, an effort to help poor African-Americans find better jobs; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was the first African-American Chaplain at Grady Memorial Hospital in Atlanta, Georgia; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., served as a certified chaplain, marriage counselor and counselor for the mental health division alcoholic rehabilitation services having improved and saved the lives of countless individuals; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., worked to create equality within the Bibb County School System; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., has been recognized for his service to several organizations, including a commendation for Outstanding Christian Service to the Sixth District of the General Missionary Baptist Convention of Georgia, the Charles Emerson Boddie Merit Award for excellence in Christian Education by the American Baptist Theological Seminary, had a 33 room dormitory known as Marshall Stenson Hall, named in his honor at Bryant Theological Seminary, was recognized as Pastor of the Year in 2010 by the Georgia Informer, and was honored as the first annual Martin Luther King, Jr., Drum Major for Justice in
honor of his more than 50 years of service to the ministry by the National Baptist Convention, Inc.; and

WHEREAS, Reverend Doctor Marshall Stenson, Jr., was inspirational to many through his high ideals, morals, deep concern for his fellow citizens, integrity, intelligence, fairness, kindness, generosity, devotion, patience and understanding he demonstrated to his fellow man; and

WHEREAS, the Policy of the Macon-Bibb County Commission for Naming & Renaming Parks, Facilities and Streets (the “Policy”) sets forth specific procedural requirements (including that any park, facility or street owned by Macon-Bibb County so named for a deceased person must have been deceased for a period of one (1) year prior to consideration), in naming and renaming Macon-Bibb County owned property but provides for exceptions to be made to the procedural requirements by the Macon-Bibb County Commission when warranted by exceptional circumstances; and

WHEREAS, the above outstanding contributions and accomplishments of Reverend Doctor Marshall Stenson, Jr., constitute exceptional circumstances that justify waiving the procedural requirements of the Policy and renaming Haywood Road to Marshall Stenson, Jr. Drive, in honor of Reverend Doctor Marshall Stenson, Jr.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Haywood Road is renamed Marshall Stenson, Jr. Drive.

SO RESOLVED this ___ day of ________________, 2014.

ROBERT A. B. REICHERT, MAYOR

ATTEST: SHELIA THURMOND, CLERK OF COMMISSION
January 11, 2014

Commissioner Elaine Lucas  
841 Forsyth Street  
Macon, GA 31201

Dear Commissioner Lucas,

This letter comes seeking your assistance and advice. The members of St. Luke Baptist Church have voted unanimously in favor of petitioning the Macon-Bibb County Commissioners to rename Haywood Road to Marshall Stenson, Jr. Drive in honor of our deceased pastor.

I have been asked to steer head this effort. Please contact me at 478-743-1688 and my address is 3171 Stratford Drive Macon, GA 31211. Any and all assistance and advice you can give will be appreciated by both the St. Luke Baptist Church family and the Stenson family.

Thanks in advance,

Deacon Hamp Swain, Chairperson  
Committee for Haywood Road Name Change  
St. Luke Baptist Church

Deacon Willie Hill, Jr.  
Chairman, Board of Deacons  
St. Luke Baptist Church

NAME: Alfred Lewis  ADDRESS: 1005 Haywood Rd  PHONE: 478-745-3107

NAME: Dr. Keith Andrews  ADDRESS: 1037 Haywood Rd  PHONE:  

NAME: Vacant  ADDRESS: 1037 Haywood Rd  PHONE:  

NAME: Kelvin Epps  ADDRESS: 1049 Haywood Rd  PHONE: 478-256-4278

NAME: Todd & Daniel  ADDRESS: 1057 Haywood Rd  PHONE: 478-461-2181


NAME: Vacant  ADDRESS: 1073 Haywood Rd  PHONE: 478-250-2853

NAME: Vacant  ADDRESS: 1123 Haywood Rd  PHONE: Vacant

NAME: Vacant  ADDRESS: 1141 Haywood Rd  PHONE: Vacant

NAME: Mr. & Mrs. Daisy Smith

\( L159 \) Revisit

\( L375 \) Vacant

\( L179 \) Vacant

\( L1483 \) - Mrs. Daisy Smith

NAME: Carrie Dyce
ADDRESS: 1167 Haywood Rd.
PHONE: 478-846-8065

NAME: AddieJune
ADDRESS: 1189 Haywood Rd.
PHONE: 745-1718

NAME: Irby Frances Smith
ADDRESS: 1193 Haywood Rd.
PHONE: 478-742-8817

NAME: Ky Smith
ADDRESS: 1183 Haywood Rd.
PHONE: 478-395-7175

NAME
ADDRESS
PHONE

NAME
ADDRESS
PHONE

NAME
ADDRESS
PHONE

NAME
ADDRESS
PHONE

NAME
ADDRESS
PHONE

NAME: ___________________ ADDRESS: 1014 Haywood Rd. PHONE: ___________________

NAME: ___________________ ADDRESS: 1028 Haywood Rd. PHONE: 719-3295

NAME: ___________________ ADDRESS: 1052 Haywood Rd. PHONE: ___________________

NAME: ___________________ ADDRESS: 1104 Haywood Rd. PHONE: ___________________

NAME: ___________________ ADDRESS: 1159 Haywood Rd. PHONE: ___________________

NAME: ___________________ ADDRESS: 1136 Haywood Rd. PHONE: ___________________

NAME: ___________________ ADDRESS: ___________________ PHONE: ___________________

NAME: ___________________ ADDRESS: ___________________ PHONE: ___________________

NAME: ___________________ ADDRESS: ___________________ PHONE: ___________________

NAME: ___________________ ADDRESS: ___________________ PHONE: N/A

NAME __________________________ ADDRESS 1052 Haywood Rd. PHONE ____________

NAME __________________________ ADDRESS 1070 Haywood Rd. PHONE ____________

NAME __________________________ ADDRESS 1070 Haywood Rd. PHONE ____________

NAME __________________________ ADDRESS 1062 Haywood Rd. PHONE 478-737-1436

NAME: Vacant ADDRESS 1126 PHONE ____________

NAME: Vacant ADDRESS 1128 PHONE ____________
Dr. Mary Stenson  
8925 Thomaston Road  
Macon, GA 31220  
Phone: 478-935-8636  
Fax: 478-935-9631

Crystal Jones  
Assistant County Attorney  
Government Center, Room 309  
P.O. Box 247  
Macon, Georgia 31201-0247

April 23, 2014

Dear Attorney Jones,

This letter is written in response to your inquiry concerning the wishes of the family of Rev. Marshall Stenson Jr. in regard to the proposal that Haywood Road be renamed in his honor. On behalf of the family, I am authorized to advise that we are deeply appreciative and fully supportive of your efforts and the efforts of others to bestow this recognition upon him posthumously.

He was a loving and dedicated husband, a great father and grandfather and a trusted friend to so many. He was the venerable pastor of St. Luke Baptist Church of over 44 years, from up until he drew his last breath on December 19, 2013. There was also no one more committed to the overall growth and development of the Macon community than he, having dedicated thousands of hours to community service efforts, issues of equality and efforts to improve the quality of life for the less fortunate.

Certainly if renaming a road takes in to consideration a person's dedication to the surrounding community and his frequency of traverse, no one is more deserving of this recognition than Rev. Marshall Stenson, Jr. If he was not at home, the second place one would look to locate him was at St. Luke Baptist Church 1180 Haywood Road. He was committed to the improvement of the community surrounding his church. He insisted that all of the church's activities be open to the surrounding community. For example, he made provisions at the church for free lunch when school was out of session for those children in the surrounding community who would otherwise not have anything to eat. He insisted that the church open its Vacation Bible School at no cost to the same area kids. He also supported the youth ministry's efforts to make school supplies available to the community
and to have a safe alternative to traditional Halloween festivities in the way of a fall festival on the church grounds. Before his health began to decline, he had envisioned the development of a senior living and educational and recreational center be built in the heart of that community, spending countless hours and much of his own salary toward building a fund to acquire land and develop plans to make that a reality. He strongly believed that to build a church you build the surrounding community.

Despite his large stature and commanding presence, he was both humble and approachable, always willing to listen and to lend a hand to those in need. In his way of thinking, the works of a man were his legacy. As one of his favorite spirituals encapsulates, Rev. Stenson would say,

May the works I've done speak for me.  
May the works I've done speak for me.  
When I'm resting in my grave,  
There's nothing more to be said;  
May the works I've done  
Speak for me.

Thus, we are certain that he would have eschewed all of the aggrandizement that such a decree as is being proposed denotes. However, we believe this grand gesture is both befitting and appropriate for such a man as Rev. Stenson represented in this community.

Thank you again for your strong support of this endeavor. Enclosed is additional biographical data that may be of assistance to you. I am available, of course, should you require anything further.

Yours in Christ

Dr. Mary Stenson

Rev. Dr. Marshall Stenson Jr.
BIOGRAPHICAL DATA

Rev. Dr. Marshell Stenson
8925 Thomaston Road
Macon, Ga. 31220
478-935-8676

Native of LaGrange, Georgia

PERSONAL BIOGRAPHY

Married to Dr. Mary Banks Stenson. Family also includes sons, Timothy (deceased), Marshell and his wife, Linda, their 3 children, Christopher, Marshell, and Terrence; Joel and his wife, Kartika, and their daughters, Lauren Elizabeth and Jordan Marie; daughter Mary and her husband, Lansing, and their children Tyler, Jessica Frances, Sarah Jordan and Charles Timothy.

EDUCATION

- Public Schools of Troup County
- B. A. degree - Clark College - Atlanta, Georgia
- Bachelor of Divinity Degree - Morehouse School of Religion
  Master of Divinity Degree - Interdenominational Theological Center - Atlanta, Georgia
- Doctor of Divinity - Carver Bible College-Atlanta, Georgia

CERTIFICATES

- Counseling Certificate - Georgian Clinic
- Mental Health Division, Alcoholic Rehabilitation Services
  Georgian Clinics
- Marriage Counseling

CHAPLAINCY CERTIFICATE

- Grady Memorial Hospital - Atlanta, Georgia (First Black Chaplain)

RELIGIOUS

- Baptized, licensed, and ordained into the Gospel Ministry at
  Mt. Zion Baptist Church - LaGrange, Georgia

WORK HISTORY

- Interim Pastor - Providence Baptist Church - Atlanta, Georgia
- 1962-1965 - Pastor, Mt. Vernon Baptist Church, Newman, Georgia
- 1965-1969 - Pastor, First Baptist Church, Macon, Georgia
- 1964-1973 - Director of Christian Education of General Missionary Baptist Convention of Georgia
- 1967-1979 - Counselor at Alcoholic Rehabilitation Clinic, Macon, Georgia (Initial Organizer of Clinic)
- 1969-2013 - Pastor - St. Luke Baptist Church, Macon, Georgia
- 1969- 2004 - President of Bryant’s Theological Seminary
  Fitzgerald, Georgia
- 2004-2013 - President Emeritus Bryant’s Theological Seminary

MEMBERSHIP

- Baptist Ministers Union of Macon & Vicinity
- Moderator Middle Georgia Orthodox Association
- 2004-2013 Moderator Emeritus - Middle Georgia Orthodox Association
- NAACP
- 32nd Degree Mason
- Vice Chairman, Citizens Advisory Committee, Medical Center of Central Georgia
- 6th District - General Missionary Baptist Convention - State of Georgia
- General Missionary Baptist Convention - State of Georgia
- National Baptist Convention, USA, Inc.

SPECIAL AWARDS

- Plaque - Outstanding Christian Service - rendered to the Sixth District of General Missionary Baptist Convention of Georgia, Inc. April 23, 1988
- Charles Emerson Boddie Merit Award - for excellence in Christian Education by the American Baptist Theology Seminary of Nashville, Tenn. - May, 1989
- Plaque - Commitment of Service to General Missionary Baptist Convention State of Georgia, Inc. Serving 20 years as President of Bryant’s Theological Seminary. - July, 1989
- Marshell Stenson Hall- 33 room dormitory with twin beds and bath named in his honor on the campus of Bryant's Theological Seminary in Fitzgerald, Georgia

-National Baptist Convention Honoree for 50 years of preaching as pastor

-1st Annual Martin Luther King Jr. Drum Major for Justice Award
April 4, 2012

Rev. Stenson has been involved in the Civil Right's Movement since its inception. He began participating as a young College Student at Clark College. This work continued in Newnan, Georgia where he notified Federal Officials of inequities at the local Hospital. He hosted many of Dr. King's marches and rallies here in Macon. He participated in the poor people's march in Washington. He has been arrested for his stand on equality for all citizens. Many of these called for threats on his life. He was the leader in tacking demands on the Bibb County Board of Education Door calling for equality. Every year here in Macon, he participates in Emancipation Proclamation and Martin Luther King Marches. He believes that until every man is free, none of us is free.
STATE OF GEORGIA
COUNTY OF BIBB

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

07/16/2014  07/18/2014

2950499  # GEORGIA, BIBB COUNTY  PUBLIC HEARING NOTICE -The Macon-Bibb County Commission will hold a Public Hearing to receive comments on the request changing the name of Haywood Road to "Marshall Stenson, Jr. Drive". The Hearing will be held on Tuesday, July 29, 2014 at 6:00 p.m., in Commission Chambers, located in the Government Center, 700 Poplar Street, Macon, Georgia. #2950499: 7/16,18

SIGNED

Sworn to and subscribed before me this 18 day of JULY 2014

Notary Public

KELLY HARRIS
GEORGIA, RIBB COUNTY
PUBLIC HEARING NOTICE
The Macon-Bibb County Commission will hold a Public Hearing to receive comments on the request changing the name of Haywood Road to "Marshall Stenson, Jr. Drive." The Hearing will be held on Tuesday, July 29, 2014 at 6:00 p.m., in Commission Chambers, located in the Government Center, 700 Poole Street, Macon, Georgia.
#2950499: 7/16/18
### OPPOSITION TO THE CHANGE OF OUR STREET NAME

#### FROM HAYWOOD ROAD

#### PROPERTY OWNERS/RESIDENTS OF HAYWOOD ROAD

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Signature</th>
<th>Phone#</th>
</tr>
</thead>
<tbody>
<tr>
<td>1112</td>
<td>Evelyne Glover Evans</td>
<td>Evelyne</td>
<td>478-461-7301</td>
</tr>
<tr>
<td>1112</td>
<td>Edward C. Glover Jr.</td>
<td>Evelyne</td>
<td>478-461-7301</td>
</tr>
<tr>
<td>1112</td>
<td>Darrell Glover</td>
<td>Wendell</td>
<td>478-458-5877</td>
</tr>
<tr>
<td>1112</td>
<td>Ronald Glover</td>
<td>Wendell</td>
<td>478-461-7301</td>
</tr>
<tr>
<td>1107</td>
<td>Edward C. Glover Jr.</td>
<td>Wendell</td>
<td>478-461-7301</td>
</tr>
<tr>
<td>1123</td>
<td>Edward C. Glover Jr.</td>
<td>Wendell</td>
<td>478-461-7301</td>
</tr>
<tr>
<td>1123</td>
<td>Wayne Glover</td>
<td>Wayne</td>
<td>478-324-5339</td>
</tr>
<tr>
<td>1104</td>
<td>Edward C. Glover Jr.</td>
<td>Wayne</td>
<td>478-476-4922</td>
</tr>
<tr>
<td>1136</td>
<td>Janice Harris</td>
<td>Janice</td>
<td>478-321-2750</td>
</tr>
<tr>
<td>1062</td>
<td>Larry Johnson</td>
<td>Larry</td>
<td>478-745-6481</td>
</tr>
<tr>
<td>1065</td>
<td>Haywood–Medeline Webb</td>
<td>Medeline</td>
<td>488-8217620</td>
</tr>
<tr>
<td>1136</td>
<td>Beverly Pitts</td>
<td>Beverly</td>
<td>478-390-1302</td>
</tr>
<tr>
<td>1120</td>
<td>Jeannette Evans</td>
<td>Jeannette</td>
<td>478-743-6648</td>
</tr>
<tr>
<td>1167</td>
<td>Carrie Byers</td>
<td>Carrie</td>
<td>478-746-8065</td>
</tr>
<tr>
<td>1167</td>
<td>Ruby Adams</td>
<td>Ruby</td>
<td>478-746-8065</td>
</tr>
<tr>
<td>1167</td>
<td>Beatrice &amp; Linwood</td>
<td>Beatrice</td>
<td>478-746-8065</td>
</tr>
<tr>
<td>1105</td>
<td>Susie Lewis</td>
<td>Susie</td>
<td>478-31347</td>
</tr>
<tr>
<td>1105</td>
<td>Alfred Lewis</td>
<td>Alfred</td>
<td>478-31347</td>
</tr>
<tr>
<td>1014</td>
<td>Alforda</td>
<td>Alforda</td>
<td>478-7825081</td>
</tr>
<tr>
<td>1037</td>
<td>Janice O. Ricks</td>
<td>Janice</td>
<td>478-742-7085</td>
</tr>
<tr>
<td>1073</td>
<td>Wendell Glover</td>
<td>Wendell</td>
<td>478-7458587</td>
</tr>
</tbody>
</table>
OPPOSITION TO THE CHANGE OF OUR STREET NAME
FROM HAYWOOD ROAD

PROPERTY OWNERS/ RESIDENTS OF HAYWOOD ROAD

<table>
<thead>
<tr>
<th>#</th>
<th>NAME</th>
<th>SIGNATURE</th>
<th>PHONE#</th>
</tr>
</thead>
<tbody>
<tr>
<td>1183</td>
<td>R.E. Smith For Daisy</td>
<td>George Smith</td>
<td>478-345-7125</td>
</tr>
<tr>
<td>1189</td>
<td>Ashley Turner</td>
<td>475-345-1113</td>
<td></td>
</tr>
<tr>
<td>1159</td>
<td>Willie Turner Jr.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total 25 signatures
5 vacant
1179 Haywood Rd, Macon, GA 31211

My Notes

On the go? Use m.bing.com to find maps, directions, businesses, and more.