Tuesday, September 16, 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
Tuesday, September 16, 2014
MACON-BIBB COUNTY REGULAR COMMISSION MEETING

6:00 P.M.
Commission Chamber
Government Center

1. CALL TO ORDER
2. PRAYER

Subject: A. Rev. David Stanley, Union Baptist Church
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 2. PRAYER
Access: Public
Type: Recognition

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

Subject: A. Pre-Commission Meeting on September 2, 2014
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes
File Attachments
9-2-2014 Pre Commission Meeting.pdf (269 KB)

Subject: B. Regular Commission Meeting on September 2, 2014
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 4. APPROVAL OF MINUTES
Access: Public
Type: Minutes
File Attachments
9-2-2014 Regular Commission Meeting.pdf (352 KB)

5. INVITED GUESTS
6. PUBLIC COMMENTS ON AGENDA ITEMS

7. REPORTS FROM COMMITTEES

Subject: A. Operations and Finance
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: B. Economic and Community Development
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: C. Public Safety
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

Subject: D. Facilities and Engineering
Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
Category: 7. REPORTS FROM COMMITTEES
Access: Public
Type: Report

8. CONSENT AGENDA
9. OLD BUSINESS

Subject A. A Resolution to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Development Authority

Meeting Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action Refer to the Facilities and Engineering Committee

File Attachments
9-9-2014- Res Transfer 4664 Sheraton Drive (1).pdf (919 KB)

Subject B. A Resolution authorizing the Mayor to execute an application with the Georgia Department of Transportation for the purpose of applying for State allocated funds to be used for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant (LMIG)

Meeting Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Facilities and Engineering Committee recommends approval.

File Attachments
9-9-2014 - Res DOT Funds for 2015 maintenance.pdf (1,638 KB)

Subject C. A Resolution authorizing elected officials of Macon-Bibb County to be covered under Workers' Compensation

Meeting Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category 9. OLD BUSINESS

Access Public

Type Action

Recommended Action The Operations and Finance Committee recommends approval.

File Attachments

Subject D. A Resolution to adopt the Macon-Bibb County Five-Year Short-Term Work Program and Capital Improvements Element Update
### Subject: E. A Resolution to authorize and approve a consulting agreement between Macon-Bibb County and Owen Lewis Consulting for a maximum of $197,920 for professional consulting services for the Courts Software Project

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING  
Category: 9. OLD BUSINESS  
Access: Public  
Type: Action  
Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments:  
- 9-9-2014 - Res Five-Year Work Prog Capital Improv (#1).pdf (14,622 KB)  

### Subject: F. An Ordinance granting a Franchise to Oconee Electric Membership Corporation

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING  
Category: 9. OLD BUSINESS  
Access: Public  
Type: Action  
Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments:  
- 9-9-2014 - Res Agrmt Owen Lewis $197920 00 consulting.pdf (1,732 KB)

### Subject: G. A Resolution to authorize the Mayor to execute an Intergovernmental Agreement between the Macon-Bibb County Economic and Community Development Department and the Macon-Bibb County Urban Development Authority for Park Development Services at Pinnacle Park for $100,000 in Community Development Block Grant Funds

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING
<table>
<thead>
<tr>
<th>Subject</th>
<th>H. A Resolution to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and Rebuilding Macon, Inc. for Minor Home Repair Services for $120,000 in Community Development Block Grant Funds</th>
</tr>
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<tbody>
<tr>
<td>Meeting</td>
<td>Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>9. OLD BUSINESS</td>
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<tr>
<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>The Economic and Community Development Committee recommends approval.</td>
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<tr>
<td>File Attachments</td>
<td>9-9-2014 - Res Agrmt Pinnacle Park $100000 00.pdf (671 KB)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>I. A Resolution to authorize the Mayor to execute an agreement between the Macon-Bibb County Economic and Community Development Department and HomeFirst Housing Resource Services, Inc. for Housing Services for $53,000 in Community Development Block Grant Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING</td>
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<td>Category</td>
<td>9. OLD BUSINESS</td>
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<td>Access</td>
<td>Public</td>
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<tr>
<td>Type</td>
<td>Action</td>
</tr>
<tr>
<td>Recommended Action</td>
<td>The Economic and Community Development Committee recommends approval.</td>
</tr>
<tr>
<td>File Attachments</td>
<td>9-9-2014 - Res Agrmt ECD home repair $120000 00.pdf (3,474 KB)</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Subject</th>
<th>J. A Resolution commending The Friends of Tattnall Square Park for its exceptional service; approving its plans to improve Tattnall Square Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting</td>
<td>Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING</td>
</tr>
<tr>
<td>Category</td>
<td>9. OLD BUSINESS</td>
</tr>
</tbody>
</table>
Subject: K. A Resolution authorizing the Mayor to execute a commercial lease contract with Bob Lewis and Associates for office space located at 145 First Street to be occupied by the Georgia Cooperative Extension Services

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Facilities and Engineering Committee recommends approval.

File Attachments
9-9-2014 - Resolution Commending Friends of Tattnall Square Park.pdf (449 KB)

Subject: L. A Resolution to approve the exercise of eminent domain to acquire In Fee Simple the property commonly known as 1830 First Avenue and 1844 First Avenue

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Facilities and Engineering Committee recommends approval.

File Attachments
9-9-2014 - Res Lease Contract at 145 First Street.pdf (1,147 KB)

Subject: M. A Resolution to consent to an agreement between the Macon-Bibb Committee of Division A of the Macon-Bibb County Pension and Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public
Subject: N. A Resolution to authorize and approve the selection of Independent Portfolio Consultants, Inc. as the investment consultant for the Macon-Bibb County Employees Retirement System Fund Assets, subject to the agreement containing a thirty (30) day notice of termination provision

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Operations and Finance Committee recommends approval.

File Attachments:
- 9-9-2014 - Res Agrmt Pension Retirement Consultants.pdf (1.928 KB)

Subject: O. A Resolution confirming an agreement between the Macon-Bibb County Fire and Police Department Employees' Retirement System and Independent Portfolio Consultants, Inc. to provide investment consulting services

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval.

File Attachments:
- Res Amendment Retirement System.pdf (106 KB)

Subject: P. A Resolution submitting Dr. Shantel Whitby, Doug Dunwoody, and Andy Nations as the three eligible nominees to fill the position presently occupied by Dr. Alvin Sewell on the Board of the Macon-Bibb County Hospital Authority

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action
Subject: Q. A Resolution submitting David Danzie, Albert Abrams, and Steve Kruger as the three eligible nominees to fill the position presently occupied by David Danzie on the Board of the Macon-Bibb County Hospital Authority

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval.

File Attachments:
- Res Nominees for Dr Alvin Sewell Position.pdf (506 KB)

Subject: R. A Resolution authorizing the Mayor to execute an agreement with Pyles Plumbing and Utility Contractors, Inc. to repair damage to the storm water drainage infrastructure on Lee Road in the amount of $78,218.00

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 9. OLD BUSINESS

Access: Public

Type: Action

Recommended Action: The Committee of the Whole recommends approval.

File Attachments:
- Res Agrmt Pyles Plumbing $78218.00.pdf (772 KB)

10. NEW BUSINESS

Subject: A. A Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Hybrid Vehicle and a 2015 15-Passenger Van for use by the Fire Department in the amount of $53,493.12 to be paid from SPLOST Funds

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee
Subject: B. A Resolution authorizing the Mayor to execute an agreement for the purchase of a 2015 Fire Investigator Vehicle and a 2015 SUV for use by the Fire Department in the amount of $62,750.00 to be paid from SPLOST funds

Meeting: Sep 16, 2014 - MACON-BIBB COUNTY REGULAR COMMISSION MEETING

Category: 10. NEW BUSINESS

Access: Public

Type: Action

Recommended Action: Refer to the Operations and Finance Committee

11. GENERAL PUBLIC COMMENTS

12. ADJOURNMENT
The Pre-Commission meeting of the Macon-Bibb County Commission was held on September 2, 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  
Commissioner Mallory Jones, III  
Commissioner Ed DeFore  
Commissioner Scotty Shepherd

**Commission Members Absent**

Commissioner Al Tillman  
Commissioner Virgil Watkins, Jr.

**Staff Present**

Dale Walker – County Manager  
Judd Drake – County Attorney  
Crystal Jones – Sr. Assistant County Attorney  
Opie Bowen – Assistant County Attorney  
Reggie McClendon – Assistant County Attorney  
Shelia Thurmond – Clerk of Commission  
Charles Coney – Assistant County Manager (Operations)  
Steve Layson – Assistant County Manager (Infrastructure)  
Dave Fortson – County Engineer  
Jean S. Howard – Assistant Clerk of Commission  
Janice Ross – Training & Events Coordinator  
Sam Henderson – Executive Assistant to Mayor

**News Media Present**

Phillip Ramati – The Telegraph  
Anita Oh – 13 WMAZ  
Malcolm Johnson – 41 WMGT

**Visitors Present**

Brittney Childs, Industrial Authority  
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 take action on the contract with Sam Hall & Sons for the Tobesofkee Marina Pavement Rehab Project that needed to be added to tonight’s Agenda (as item “W”) for approval.

NEW BUSINESS

A. Resolution authorizing the Mayor to execute an agreement with Sam Hall & Sons, Inc. in the amount of $314,036.04 for Tobesofkee Pavement Rehabilitation

Discussion: Dave Fortson, County Engineer, gave an overview of the 90 day paving contract with Sam Hall & Sons, Inc. to be completed in December for repaving the existing Tobesofkee Marina parking area. He stated the contractor needed to get started in order to take advantage of as much good weather as possible to complete the work on time. He also stated bond funds approved by the former Bibb County Commission prior to Consolidation would be used to pay for the project. In addition, the low base bid was $350,000 and the contract was with Sam Hall and Sons for $314,036.04 with a $15,000 cushion. Mr. Fortson also stated Bibb County owns the land on which the Marina is built and leases the property to the Marina, who owns the building.

ACTION:

• On motion of Commissioner Bechtel, seconded by Commissioner Schlesinger, and carried unanimously, the Resolution was approved for consideration at tonight’s Regular Commission meeting.


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

AGENDA ITEMS

PRAYER

A. Rabbi Larry A. Schlesinger - Temple Beth Israel and District 2 Commissioner

APPROVAL OF MINUTES

A. Pre-Commission Meeting on August 19, 2014
B. Regular Commission Meeting on August 19, 2014

INVITED GUESTS
Rev. Marlette Gilbert retiring Pastor of Grants Chapel AME Church and retired educator

PUBLIC COMMENTS ON AGENDA ITEMS

REPORTS FROM COMMITTEES AND DEPARTMENTS

Mayor Reichert asked Committee Chairs to give their Committee reports.

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 JBK Southern, Inc. d/b/a Lazy Dog Growler located at 488 First Street

B. New Alcoholic Beverage License for RARE Hospitality International, Inc. d/b/a Longhorn Steakhouse #5027 located at 3072 Riverside Drive

C. New Alcoholic Beverage License for Recess located at 469 Broadway

OLD BUSINESS

A. Resolution authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Intergovernmental Contract

B. Resolution authorizing the Mayor to execute a payment in lieu of rent agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street

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

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

E. Resolution authorizing the Mayor to execute an agreement to purchase two 2015 F-250 trucks with SWAB Animal Transport Body for use by the Animal Welfare Department in the amount of $75,300 to be paid from SPLOST funds

F. Resolution to amend the Macon-Bibb County Government Policies and Procedures Manual's Section 6.12, Macon-Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy
G. Resolution to appoint Derrick M. Catlett, Jean M. Bragg and Valerie R. Bradley and to re-appoint Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission

H. Resolution authorizing the Mayor to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for $9,000

Commissioner Larry Schlesinger stated he would recuse himself from voting on the Resolution as he serves on the Habitat for Humanity’s board.

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

J. Resolution authorizing the Mayor to execute an agreement of extension with the Houston County Board of Health WIC Program for the lease of office space located at 456 Oglethorpe Street

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

L. Resolution authorizing the Mayor to execute an agreement with NewTown Macon, Inc. to facilitate a concert at 448 Mulberry Street

M. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Municipal Court

N. Ordinance to revise Chapter 7, Section 2, Division II of the Inaugural Code of Ordinances regarding the requirements of an alarm company to obtain a business license and penalties related to the operation thereof

O. Resolution authorizing the Mayor to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a roundabout at the intersection of State Route 22 (also known as Eisenhower Parkway) and Knoxville Road

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

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

R. Resolution authorizing the Mayor to execute an Agreement of Extension with the State Properties Commission on behalf of the Department of Veteran Services for the lease of office space located at 653 Second Street
S. Resolution authorizing the Mayor to execute an Agreement of Extension with the Macon-Bibb County Economic Opportunity Council, Inc. for the lease of office space located at 653 Second Street

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

U. Resolution authorizing the Mayor to grant an encroachment to Epitome Real Estate, Inc. at 667 Arch Street totaling 3,402 sq. ft. for the Fair Market price of $5.00 per sq. ft. or $17,000

V. Ordinance to revise Chapter 22, Section 22-103 of the Inaugural Code of Ordinances regarding the requirements to obtain a landfill user permit

W. Resolution authorizing the Mayor to execute an agreement with Sam Hall & Sons, Inc. in the amount of $314,036.04 for Tobesofkee Marina Pavement Rehabilitation

NEW BUSINESS

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

Dale Walker, County Manager, advised the Commissioners that the documents in front of them pertained to the Macon-Bibb County Employees Retirement System and that as a result of Merrill Lynch giving notice that their firm will be canceling their contract for investment services with Macon-Bibb County he was asked to prepare an RFP for new investment consultants. A return date of August 8th was requested and nine (9) firms responded. The Commissioners were encouraged to review the RFPs and to offer their thoughts and/or recommendations. It was noted that the investment consulting firm selected will need to be approved by the retirement board, subject to confirmation by the Macon-Bibb County Commission. The County Attorney has opined that this process follows the ordinances established by the Macon-Bibb County Commission. The recommended timeline to get the transition completed is October 31, 2014.

ADJOURNMENT

There being no further business and on motion duly made and seconded, the meeting was adjourned at 5:27 P.M.

Shelia Thurmond, CCC
Clerk of Commission
MINUTES OF REGULAR COMMISSION MEETING
MACON-BIBB COUNTY COMMISSION
September 2, 2014 – 6:30 P.M.
Government Center
(Commission Chamber)

The Regular Commission meeting of the Macon-Bibb County Commission was held on September 2, 2014 at 6:30 P.M. in the Commission Chamber at Government Center.

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

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

Staff Present:
Dale Walker – County Manager
Judd Drake – County Attorney
Crystal Jones, Sr. Asst. County Attorney
Ople Bowen – Asst. County Attorney
Reggie McClendon – Asst. County Attorney
Dave Fortson, County Engineer

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

Kevin Barrere – Public Affairs

Guests in Attendance
Bud Fletcher
Pastor Marlette Gilbert
Brittney Childs – Industrial Authority

News Media Present
Phillip Ramati – The Telegraph
Anita Oh – 13 WMAZ
Malcolm Johnson – WGXAX FOX 24
Ron Wildman – 58 WPGA

CALLED TO ORDER

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

PRAYER

The prayer was rendered by Rabbi Laurence A. Schlesinger of Temple Beth Israel and District 2 Commissioner

PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES

A. Pre-Commission Meeting on August 19, 2014
B. Regular Commission Meeting on August 19, 2014

ACTION:

On motion of Commissioner Ed DeFore, seconded by Commissioner Elaine Lucas, and carried unanimously, the minutes of the Pre-Commission and Regular Commission meetings held on August 19, 2014 were approved as presented.


INVITED GUESTS

Pastor Marlette Gilbert of Grants Chapel AME Church and retired Bibb County Schools Educator

Mayor Reichert gave an overview of Pastor Gilbert's tenure as a Pastor and Educator, citing her Ordination as an AME minister in 1982, Elder in 1994 and her service as Pastor of Grants Chapel AME Church since 2001. Pastor Gilbert was also recognized for her efforts in making major renovations to the Church's main sanctuary and fellowship hall. Mayor Reichert also recognized and thanked Pastor Gilbert for her contributions as a pastor and educator, and wished her good luck in her retirement from the ministry.

PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS FROM COMMITTEES AND DEPARTMENTS

Operations and Finance Committee

Committee Chair Gary Bechtel reported that the Operations and Finance Committee met on Tuesday, August 26, 2014 and recommended approval of the following:

- The First Amendment to the SPLOST Contract. Fire Station #109 was completed a year ago and has been in operations since December 2013. The budget for Fire Station #109 was $4 M. The project came in under budget leaving approximately $1 M that can be allocated to other projects that have experienced a shortfall; Tattnall Square Tennis Center was a building that, when examined, required more repairs than originally planned. At this time, the building needs the bathrooms repaired, a new roof, seating areas and a sidewalk from the Center to Oglethorpe and College.
An increase of $200,000 needs to be allocated to this project, bringing the total to $700,000.

- Additional needs for the Animal Welfare Center are also required. The building is in need of a pressure washer system, sprinkler system and a generator. This will increase the budget by an additional $300,000. The building is scheduled for completion by December 2014.

- The law regarding the use of SPLOST funds states that once a project is completed and there are leftover funds, these monies may be moved to other SPLOST projects that may have experienced a shortfall.

- To execute a payment in lieu of rent agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street.

- To purchase a 2014 Wheel Loader with Bucket Attachment, a 2015 Crew Cab Patch Truck and Two 2015 F-250 Trucks with SWAB Animal Transport. All are being purchased from local vendors.


**Economic and Community Development Committee**

Committee Chairman Larry Schlesinger reported that the Economic and Community Development Committee met on Tuesday, August 26, 2014 and recommended approval of the following:


- The partnership with Habitat for Humanity to help train individuals on how to safely deconstruct a house rather than just tear one down. Three local churches, First Baptist Church of Christ, Centenary United Methodist Church and St. Paul's Episcopal Church, have joined in the partnership with Habitat for Humanity. The cost is $9,000.

- Resolution authorizing the investigation of the feasibility of marketing, sale and/or participation in a public-private partnership involving the Government Center Annex for the purpose of creating a mixed use development project.

- Resolution extending the lease with Houston County Board of Health WIC Program and with River Edge Behavioral Health Center.

- Resolution to have the Mayor execute a contract with New Town Macon for a concert on the government owned parking deck at 448 Mulberry Street. A couple of Mercer
University graduates have a start-up company to promote Pop-Up concerts in Macon-Bibb County. They hope to bring residents into downtown and introduce them to underused properties in the downtown area. New Town will cover them under their insurance.

Public Safety Committee

Committee Chairman Scotty Shepherd reported the Public Safety Committee met on August 26, 2014 and recommended approval of the following:

- To authorize and approve the selection of State Court Probation office as the provider of Probation Services for the Macon-Bibb County Municipal Court
- Ordinance to revise Chapter 7, Section 2, Division II of the Code of Ordinances regarding the requirements of an alarm company to obtain a business license and penalties related to the operation

Facilities and Engineering Committee

Committee Vice-Chairman Mallory Jones reported the Facilities and Engineering Committee met on August 26, 2014 and recommended approval of the following:

- A contract with Department of Transportation for the third roundabout on Eisenhower Parkway which will slow traffic and prevent many t-bone accidents which have proved to be fatal. The government’s financial responsibility for the roundabout would be to maintain the green space and the lighting
- Liberty Estates Drive located in the 4th Land District will be dedicated as a public road and shall be open for public use and maintained by Macon Bibb County
- The property known as Causey Electric will be transferred to the Macon-Bibb County Transit Authority. The City acquired the property ten years ago and tore down the building that was located on the property. The Transit Authority intends to use the property for parking due to its easy egress and ingress.
- An Extension agreement for property leases to Department of Veteran Services and the Economic Opportunity Council
- Right of Way Encroachment Consent Agreement between Macon-Bibb County and Georgia Power Company for the Ocmulgee Heritage Trail
- Granted an encroachment to Epitome Real Estate, Inc. at 667 Arch Street totaling 3,402 sq. ft. for the fair market price of $5.00 per sq. ft. ($17,000)
- To revise Chapter 22, Section 22-103 of the Code regarding the requirements to obtain a Landfill User Permit. This removes the Sheriff’s signature as a requirement.

CONSENT AGENDA
A. New alcoholic beverage license for JBK Southern, Inc. d/b/a Lazy Dog Growler located at 488 First Street

B. New alcoholic beverage license for RARE Hospitality International, Inc. d/b/a Longhorn Steakhouse #5027 located at 3072 Riverside Drive

C. New alcoholic beverage license for Recess located at 469 Broadway

ACTION:

- On motion of Commissioner Larry Schlesinger, seconded by Commissioner Ed DeFore, and carried unanimously, the three (3) new alcoholic beverage licenses were approved.


OLD BUSINESS

A. Resolution authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Intergovernmental Contract

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute the First Amendment to the 2011 SPLOST Intergovernmental contract; and for other purposes.

ACTION:


B. Resolution authorizing the Mayor to execute a payment in lieu of rent agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145 for office space located at 456 Oglethorpe Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a Payment in Lieu of Rent Agreement between Macon-Bibb County and the Georgia Department of Human Services for $1,247,145.00 for office space located at 456 Oglethorpe Street, Macon, Georgia, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:

- Unanimous approval by Commissioners Bert Bivins, III, Gary Bechtel, Larry
C. Resolution authorizing the Mayor to execute an agreement for the purchase of a 2014 Wheel Loader with a bucket attachment for use by the Public Works Department

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the purchase of a 2014 Wheel Loader with a bucket attachment for use by the Public Works Department in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**


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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the purchase of a 2015 Crew Cab Patch Truck for use the Facilities Management Department in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**


E. Resolution authorizing the Mayor to execute an agreement to purchase two 2015 F-250 trucks with SWAB Animal Transport Body for use by the Animal Welfare Department in the amount of $75,300 to be paid from SPLOST funds

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement for the purchase of two 2015 Ford F-250 trucks equipped with a SWAB Animal Transport Body for use by the Animal Welfare Department in the amount of $75,300.00, to be paid from SPLOST Funds in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**

F. Resolution to amend the Macon-Bibb County Government Policies and Procedures Manual's Section 6.12, Macon-Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to amend the Macon-Bibb County Government Policies and Procedures Manual’s Section 6.12, Macon-Bibb Consolidated Government Alcohol and Drug-Free Workplace Policy; and for other lawful purposes.

ACTION:


G. Resolution to appoint Derrick M. Catlett, Jean M. Bragg and Valerie R. Bradley and to re-appoint Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to appoint Derrick M. Catlett, Jean M. Bragg and Valerie R. Bradley and to re-appoint Martha E. Carter, Helen M. Weathers, Charles A. Jay, Diane A. Newton, Melinda D. Robinson-Moffett, Theresa L. Robinson, Mark A. Stevens, Charlotte Woody, and Carolyn M. Crayton to the Keep Macon-Bibb Beautiful Commission for a term of three years; and for other purposes.

ACTION:


H. Resolution authorizing the Mayor to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for $9,000

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Macon Area Habitat for Humanity to deconstruct and demolish a blighted residential structure in Macon-Bibb County for $9,000.00; and for other purposes.

ACTION:

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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the marketing, sale, and/or participation in a Public-Private Partnership involving the Government Center Annex for purposes of creating a Mixed Use Development project.

ACTION:


J. Resolution authorizing the Mayor to execute an agreement for extension with the Houston County Board of Health WIC Program for the lease of office space located at 456 Oglethorpe Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an Agreement of Extension with the Houston County Board of Health WIC Program for the lease of office space located at 456 Oglethorpe Street in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:


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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an Agreement of Extension with River Edge Behavioral Health Center for the lease of office space located at 175 Emery Highway, in substantially the same form as attached hereto as Exhibit "A"; and for other purposes.

ACTION:


L. Resolution authorizing the Mayor to execute an agreement with NewTown Macon, Inc. to facilitate a concert at 448 Mulberry Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission...
authorizing the Mayor to execute an agreement with NewTown Macon, Inc. to facilitate a concert at 448 Mulberry Street; and for other purposes.

Discussion: Commissioner Lucas stated she was opposed to the Resolution because she thinks approving the agreement with NewTown would be setting a precedent and that the same opportunity should also be extended to other groups who may want to do the same thing in the future.

Commissioners Bechtel and Tillman stated NewTown would be insuring the event and the Commission was only giving permission for the use of the parking deck for the concert.

ACTION:

  
  Commissioner Lucas voted No.

M. Resolution to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Municipal Court

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorize and approve the selection of State Court Probation as the provider of Probation Services for the Macon-Bibb County Municipal Court; and for other lawful purposes.

ACTION:


N. Ordinance to revise Chapter 7, Section 2, Division II of the Inaugural Code of Ordinances regarding the requirements of an alarm company to obtain a business license and penalties related to the operation thereof

- Clerk read by caption: An Ordinance of the Macon-Bibb County Commission to revise Chapter 7, Sec. 2, Division II of the Inaugural Code of Ordinances for Macon-Bibb County regarding the requirements of an alarm company to obtain a business license and penalties related to the operation thereof; to provide an adoption and effective date; and to provide for other lawful purposes.

ACTION:


O. Resolution to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a roundabout at the intersection of State Route 22
(also known as Eisenhower Parkway) and Knoxville Road

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a Letter of Agreement with the Georgia Department of Transportation for the installation of a roundabout at the intersection of State Route 22 (also known locally as “Eisenhower Parkway”) and Knoxville Road in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

**ACTION:**


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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission accepting the dedication of a public road known as Liberty Estates Drive located in the 4th Land District and to declare that said road shall be open for public use and maintained by Macon-Bibb County; and for other purposes.

**ACTION:**


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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission to authorizing the Mayor to execute an agreement with the Macon-Bibb County Transit Authority for the transfer of ownership, interest, and access rights to the property located adjacent to the Terminal Station building, commonly known as the Causey Property, described fully in Exhibit “A”; and for other purposes.

**ACTION:**


R. Resolution authorizing the Mayor to execute an Agreement of Extension with the State Properties Commission on behalf of the Department of Veteran Services for the lease of
office space located at 653 Second Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an Agreement of Extension with the State Properties Commission on behalf of the Department of Veteran Services for the lease of office space located at 653 Second Street, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:


S. Resolution authorizing the Mayor to execute an Agreement of Extension with the Macon-Bibb County Economic Opportunity Council, Inc. for the lease of office space located at 653 Second Street

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an Agreement of Extension with the Macon-Bibb Economic Opportunity Council, Inc. for the lease of office space located at 653 Second Street, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:


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

- Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute a Right-of-Way Encroachment Consent Agreement between Macon-Bibb County and Georgia Power Company for the Ocmulgee Heritage Trail, in substantially the same form as attached hereto as Exhibit “A”; and for other purposes.

ACTION:


U. Resolution authorizing the Mayor to grant an encroachment to Epitome Real Estate, Inc. at 667 Arch Street totaling 3,402 sq. ft. for the fair market price of five dollars ($5.00) per sq. ft. or $17,000
• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to grant an encroachment to Epitome Real Estate, Inc., at 667 Arch Street totaling 3,402 sq. ft. for the Fair Market price of five dollars ($5.00) per sq. ft. ($17,000.00) in accordance with Exhibit “A” attached hereto; and for other purposes.

ACTION:


V. Ordinance to revise Chapter 22, Section 22-103 of the Inaugural Code of Ordinances regarding the requirements to obtain a landfill user permit

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission to revise Chapter 22, Sec. 22-103 of the Inaugural Code of Ordinances for Macon-Bibb County regarding the requirements to obtain a Landfill User Permit; and to provide an adoption and effective date; and to provide for other lawful purposes.

ACTION:


W. Resolution authorizing the Mayor to execute an agreement with Sam Hall & Sons, Inc. in the amount of $314,036.04 for Tobesofkee Marina Pavement Rehabilitation

• Clerk read by caption: A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an agreement with Sam Hall & Sons, Inc. in the amount of $314,036.04 for Tobesofkee Marina Pavement Rehabilitation, in form to be approved by the County Attorney’s Office; and for other purposes.

ACTION:


NEW BUSINESS

A. Resolution to authorize the Mayor to transfer the parcel of property at 4664 Sheraton Drive to the Macon-Bibb County Urban Development Authority

Referred To: Facilities and Engineering Committee
B. Resolution authorizing elected officials of Macon-Bibb County to be covered under Workers' Compensation

Referred To: Operations and Finance Committee

C. Resolution authorizing the Mayor to execute an application with the Georgia Department of Transportation for the purpose of applying for State allocated funds to be used for the paving and maintenance of public roads under the 2015 Local Maintenance and Improvement Grant (LMIG)

Referred To: Facilities and Engineering Committee

GENERAL PUBLIC COMMENTS

Janet Spry spoke on the needs of Senior Citizens and the “Senior Golden Group” at the Senior Center on Adams Street. Ms. Spry also spoke on the problems at the present center with overcrowdedness, two flights of stairs, one elevator, inadequate parking, and meeting space for the approximately 75 seniors who use the center. She requested that the Mayor and Commissioners consider appointing members from the “Senior Golden Group” to participate in the selection of a new center.

Evelyn Evans spoke on the renaming of Haywood Road and her opposition to a name change.

Patricia Faye Jvey Brown spoke on the need for a sense of freedom for everyone and crime prevention.

ADJOURNMENT

There being no further business, and on motion duly made, seconded, and carried unanimously, the meeting was adjourned at 6:51 P.M.


Shelia Thurmond, CCC
Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 2015 HYBRID VEHICLE AND A 2015 15 PASSENGER VAN FOR USE BY THE FIRE DEPARTMENT IN THE AMOUNT OF $53,493.12, TO BE PAID FROM SPLOST FUNDS IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT “A”; AND FOR OTHER PURPOSES.

WHEREAS, on August 8, 2014, Macon-Bibb County released an invitation for bids regarding purchasing vehicles for the Fire Department; and

WHEREAS, the Macon-Bibb County Procurement Department emailed twelve (12) known suppliers as well as advertised on the Macon-Bibb County Procurement page; and

WHEREAS, four (4) responses were received on the published date, August 21, 2014, tabulated for responsiveness and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, Riverside Ford, who was the low bidder on the 2015 Hybrid Vehicle and 2015 15 Passenger Van, was recommended for award; and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this award as it is being awarded to the lowest bidder; and

WHEREAS, these vehicles will be used by the Fire Department in its daily needs and operations; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement for the purchase of a 2015 Hybrid Vehicle in the amount of $24,164.34 and a 2015 15 Passenger Van in the amount of $29,331.68, for a total sum of $53,493.12 to be paid from SPLOST funds, with Riverside Ford in essentially the same form as attached hereto as Exhibit “A”.

SO RESOLVED this _____ day of ________________, 2014.

By:

ROBERT A.B. REICHERT, MAYOR

Attest:

SHELIA THURMOND, CLERK OF COMMISSION
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-012-DAE

"2015 Hybrid Vehicle and 15 Passenger Van"

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by Riverside Ford (hereinafter "Riverside"), a Georgia Corporation located in Macon, Georgia, and Macon-Bibb County (hereinafter "County"), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as "the Parties, on this ______ day of ____________, 2014.

WHEREAS, Riverside is in the business of selling new Ford cars, crossovers, SUVs and trucks and vans; and

WHEREAS, County desires to purchase such equipment; and

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

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

2. **Purchase Price.** County agrees to pay, and Riverside agrees to accept, the purchase price of fifty-three thousand four hundred ninety-three dollars and 12/100 ($53,493.12) as full compensation and consideration for the vehicles and services provided.

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

4. **Delivery of Equipment and Services.** The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Riverside, and delivery of such equipment and services shall be made within six (6) to eight (8) weeks of the receipt of the agreement and purchase order. The vehicles shall be packaged appropriately and shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206, with Riverside providing twenty-four (24) hours’ notice prior to delivery as stated in the attached Invitation for Bid, Section H. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of delivery form. Risk of loss during transit of said vehicles, and at all times prior to County inspecting and signing an acceptance of delivery form, shall remain with Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

On Behalf of Macon-Bibb County:

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

Attest: ___________________________ ___________________________
        Shelia Thurmond, Clerk of Commission        Date

On Behalf of Riverside Ford:

By: ___________________________ ___________________________
    Signature of Authorized Official                  Date

_____________________________ ___________________________
Printed Name of Authorized Official        Job Title of Signor

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

_____________________________ (Notary Seal/Stamp)
Signature of Notary Public
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
BID AWARD RECOMMENDATION

<table>
<thead>
<tr>
<th>DATE</th>
<th>COMMODITY</th>
<th>PROTEST</th>
<th>CLASS CODE / BUDGET</th>
<th>Procurement Facilitator</th>
</tr>
</thead>
</table>

The following documents are included with this recommendation:
- [X] Buyer's Award Recommendation (this form)
- [X] User Department Recommendation
- [X] Official Bid Tabulation
- [X] Copy of Recommended Vendor's bid
- [ ] Addenda (if any)
- [X] Original Invitation for Bids

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside Ford (2015 MBFD Hybrid Vehicle)</td>
<td>$24,164.34</td>
</tr>
<tr>
<td>Riverside Ford (2015 Passenger Van)</td>
<td>$29,331.68</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$53,493.12</strong></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?  [X] Yes  [ ] No  [ ] N/A

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

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

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

Award Requirements:  [ ] HOLD FOR MBCC AWARD  [ ] HOLD FOR MBCC ACTION

Details of solicitation process:

Invitation for Bids (IFB) # 15-012-DAE was published on 8/8/2014. Emailed to twelve (12) known suppliers and advertised on Macon-Bibb County's Procurement page. On the published due date (8/21/2014), four (4) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, award was recommended to Riverside Ford (a local vendor), who was the low bidder for the 2015 Hybrid vehicle and the 2015 Passenger Van. Riverside Ford's total combined recommended award is $53,493.12. Procurement concurs with this award.

I have read the recommendation prepared by the department and agree with their recommendation.  [X] Yes  [ ] No

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Facilitator</td>
<td>9/3/2014</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>9/6/2014</td>
</tr>
</tbody>
</table>
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(To be completed by the Department Head)

TO: CHIEF RIGGINS & CHIEF EDWARDS FROM: DOREEN EIDMANN

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMOUNT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/21/2014</td>
<td>15/012/DAE</td>
<td>VEHICLES FOR FIRE DEPARTMENT</td>
<td>FIRE</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>Riverside Side Ford for 2015 Ford Fusion Hybrid Vehicle</td>
<td>$24,164.34</td>
</tr>
<tr>
<td>Riverside Ford for 2015 Ford Fusion</td>
<td>$29,381.68</td>
</tr>
</tbody>
</table>

53,493.12

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)

REQUIREMENT AS STATED IN THE BID | HOW LOW BID DOES NOT MEET THE REQUIREMENTS

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

REJECTION JUSTIFICATION

NAME: [Signature] TITLE: [Signature] DATE: 9/1/11
<table>
<thead>
<tr>
<th>S#</th>
<th>BID</th>
<th>DESCRIPTION</th>
<th>COUNTY CHEVROLET</th>
<th>UNISID TOYOTA</th>
<th>BOWIE TOYOTA</th>
<th>BRYAN KENNA MOTOR CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>2015 FIRE INVESTIGATOR VEHICLE SUV</td>
<td>$ 30,650.00</td>
<td>NO BID</td>
<td>$ 51,417.00</td>
<td>$ 30,250.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>2015 MBFD HYBRID VEHICLE</td>
<td>NO BID</td>
<td>$ 24,161.34</td>
<td>$ 29,744.00</td>
<td>NO BID</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>2015 SPORT UTILITY VEHICLE (SUV)</td>
<td>$ 30,650.00</td>
<td>NO BID</td>
<td>$ 51,417.00</td>
<td>$ 33,500.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>PASSENGER VAN</td>
<td>$ 30,098.00</td>
<td>$ 29,331.68</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
</tbody>
</table>

**SIGNED BID**: YES, YES, YES, YES

**FINANCIAL & LEGAL STATEMENT SIGNED**: YES, ON FILE, YES, YES

**GA IMMIGR. & COMPL. ACT SIGNED**: YES, ON FILE, YES, YES

**LIST OF SUB CONTRACTORS**: N/A, N/A, N/A, N/A

**CONTRACTOR MINORITY PARTICIP**: N/A, N/A, N/A, N/A

I certify that this is a correct tabulation of bids received and opened at the time and place as stated in the bid notice. I also certify that I have personally and visually checked the tabulation against the proposals forms submitted.

BY: Dereen Eidmann
2015 Fire Investigator Vehicle SUV

The following are specifications for 1 (one) or more 2015 SUV:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Feature (please check appropriate box next to each feature)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Engine - 5.3L V8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transmission - 6 speed automatic</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2WD 4 door</td>
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<tr>
<td></td>
<td></td>
<td>Rear Axle - 3.08 Ratio</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GVWR, 5,700 lbs.</td>
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<tr>
<td></td>
<td></td>
<td>Rear Wheel Drive</td>
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<td></td>
<td></td>
<td>Cooling - Auxiliary transmission oil cooler, heavy-duty air-to-oil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cooling - External engine oil cooler</td>
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<tr>
<td></td>
<td></td>
<td>Air cleaner - High-capacity</td>
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<tr>
<td></td>
<td></td>
<td>Prop Shaft - High-speed balanced and police rated</td>
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<tr>
<td></td>
<td></td>
<td>Alternator - 160 amp</td>
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<tr>
<td></td>
<td></td>
<td>Skid Plate Package</td>
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<tr>
<td></td>
<td></td>
<td>Suspension - Front coil-over-shock with stabilizer; heavy-duty, police rated,</td>
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<tr>
<td></td>
<td></td>
<td>Rear multi-link with coil springs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Steering - Power</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brakes - 4-wheel anti-lock, 4-wheel disc &amp; vacuum power</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Key - Single, 2-sided with remote</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Battery - Heavy-duty, 730 cold cranking amps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Exterior - White</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interior - Fabric</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Radio - AM/FM/CD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Spare Tire - Full size</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recovery Hooks - Front frame mounted</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Floor Covering - Black rubberized vinyl or black carpet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Windows - Power and Tinted</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Locks - Power</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Air Condition &amp; Heat</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rear window defroster</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Standard Warranty</td>
</tr>
</tbody>
</table>

Delivery _____ days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $ ______

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

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

August 8, 2014
2015 MBFD Hybrid Vehicle

Specifications for a 2015 Mid-Size Hybrid model Car (4-Door):

- 2.0L Engine HP: 141 @ 6,000RPM
- 2-spdt CVT transmission w/OD
- Torque: 129 lb-ft @ 4,000RPM
- Number of Valves: 16
- Variable valve control
- Transmission: continuously variable automatic
- Hybrid electric motor alternator
- 500 amp battery with run down protection
- Regenerative Brakes
- 14.0 gal. fuel tank
- Stainless steel exhaust with chrome tailpipe finish
- Fuel Economy City: 47.0
- Fuel Economy Hwy: 47.0
- 47.0 mpg hwy fuel economy
- Front-wheel drive
- Traction: Battery Capacity (kWh): 1
- Cylinder configuration: 1-4
- ABS & driveline traction control
- Electronic Stability
- Security System
- Immobilizer
- Panic Alarm
- Occupant sensing airbag
- Overhead airbag
- Dual front side impact airbags
- Dual front impact airbags
- Brake assist
- Knee airbag
- Speed Control
- Power front windows
- Remote keyless entry
- Tilt Steering Wheel
- Telescoping steering wheel
- Front beverage holders
- Rear beverage holders
- Air conditioning
- Automatic temperature control
- AM/FM radio
- CD player
- Steering wheel mounted audio controls
- MP3 decoder
- 6 Speakers

August 8, 2014
• Fully automatic: headlights
• Delay-off headlights
• Trip computer
• Variably intermittent wipers
• Rear window defroster
• Electronic instrumentation
• Tachometer
• Traction batter level
• Power/region
• Compass
• Outside temperature display
• Low tire pressure warning
• Split folding rear seat
• Rear seats: bench
• Front center armrest
• Power driver seat
• Max. seating capacity: 5
• Front seats: bucket
• Four wheel independent suspension
• Steering: Power
• Speed-sensing steering
• Alloy wheels
• Front Tires: 225/50HR17.0 BSW
• Rear Tires: 225/50HR17.0 BSW
• Wheel Base: 112
• Exterior Color: White
• Power door mirrors
• Number of Doors: 4
• Rear cargo: Trunk

Delivery 6-8 days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $24,161.34

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

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR C/D WITH SAME INFORMATION**
2015 Sports Utility Vehicle (SUV)

The following are specifications for 1 (one) or more 2015 SUV:

- Engine- 5.3L V8.
- Transmission- 6 speed automatic
- 2 WD 4 door
- Rear Axle- 3.08 Ratio
- GVWR, 67,000 lbs.
- Rear Wheel Drive
- Cooling- Auxiliary transmission oil cooler, heavy duty air-to-oil
- Cooling- External engine oil cooler
- Air cleaner - High-capacity
- Prop Shaft- High-speed balanced and police rated.
- Alternator- 160 amps.
- Skid Plate Package
- Suspension- Front coil-over-shock with stabilizer; heavy-duty, police rated, rear multi-link with coil springs.
- Steering- Power
- Brakes- 4-wheel antilock, 4-wheel disc and vacuum power
- Key- Single, 2-sided with remote
- Battery- Heavy-duty, 730 cold cranking amps.
- Exterior— Silver or Tan
- Interior- Fabric
- Radio-AM/FM/CD Package
- Spare Tire- Full size
- Recovery Hooks- Front frame mounted
- Floor Covering- Black rubberized vinyl or black carpet
- Windows- Power and Tinted
- Locks- Power
- Air Condition & Heat
- Rear window defroster
- Allow Wheels

Delivery _____ days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $ NO B/c /

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

August 8, 2014
**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR C/D WITH SAME INFORMATION**

15 PASSENGER VANS

The following are specifications for one 2015. Fifteen (15) Passengers Full-Size; (Macon-Bibb Fire Department)

- Engine - 5.4 V8 min. or comparable
- Transmission - Auto
- Rear Axle Ratio - Economy
- Steering - Power
- Brakes - ABS
- Tires - Tubeless with Full Size Spare
- Radio - AM/FM/CD
- Alternator & Battery - Heavy Duty
- High Capacity A/C with rear A/C
- Speed Control / Tilt wheel
- Full floor mats -(Rubber) front & rear
- Seats - Standard vinyl bucket - dark charcoal
- Windows - All around full tinted
- Color - Navy / Midnight Blue
- Swing out side doors
- Swing out rear doors
- Heavy duty radiator
- Trailer hitch package on rear
- Power Windows and Door Locks with Remote
- Side Step on Side Doors
- Full wheel covers

Delivery 6 - 8 days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $ 29331.68

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

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

August 8, 2014
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

**Bidder Information**

| Company Name: | Riverside Ford |
| Company Address: | 2089 Riverside Dr, Milledgeville, GA 31061 |
| Authorized By (typed or printed name): | Kerwood K. Horton |
| Title: | Fleet Mgr. |
| Authorized Signature: | [Signature] |
| Date: | 8-20-2014 |
| Telephones Number: | 478-464-2900 |
| Fax Number: | 478-252-7876 |
| Email Address: | Kerwood@RiversideFord.net |

**Remittance Information**

| Remit to Name: |
| Remit to Address: |
| City: | State: | Zip: | County: |
| Phone: | Fax: | Toll Free: |
| Contact: | Email: |
| Tax ID: | SSN | Federal Tax ID |
| Business Type: | Individual | Business | Misc. |

**MEBEBDB STATUS**

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

I, Barry Smallwood, Purchasing Agent, Bibb County Government, do certify this bid was publicly opened and read at the time and place stated in the bid notice.

<table>
<thead>
<tr>
<th>Purchasing Agent</th>
<th>Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

August 8, 2014
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]
BIBB COUNTY, GEORGIA
B-VERIFY AFFIDAVIT
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(b)(1), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Bibb County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as B-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91(b)(1). 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)(1). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

11-15-11

Date of Authorization

Riverside Ford Lincoln

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 10th day of January, 2012 in Macon (city), GA (state).

Signature of Authorized Officer or Agent

TOM KING

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF JANUARY, 2012.

NOTARY PUBLIC

My Commission Expires:

[Stamp]
NON-DISCRIMINATION NOTICE

During the performance of this Agreement, [Riverside Ford Lincoln], (hereinafter in this section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

1) Compliance with Statutes: The Party shall comply with all statutes relative to non-discrimination, Title VI of the Civil Rights Act of 1964, and O.C.G.A. §§ 34-3-3, 45-19-29, 34-1-2, 49-9-261, as they may be amended (hereinafter referred to as the "Statutes"), which are incorporated by reference and made a part of this Agreement.

2) Non-discrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of sub-contractors, including the procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by O.C.G.A. § 34-3-3.

3) Solicitation for Sub-contracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a sub-contract, including procurement of materials or leases of equipment, any potential sub-contractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Statutes relative to non-discrimination.

4) Information and Reports: The Party will provide all reports and information required by the Statutes, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Bibb County's Board of Commissioners to be pertinent to ascertain compliance with the Statutes and directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish such information, the Party shall so certify to Bibb County's Board of Commissioners as requested, setting forth what efforts it has made to obtain the information.

5) Sanctions for Non-compliance: In the event of the Party's non-compliance with the non-discrimination provisions of this Agreement, Bibb County's Board of Commissioners may impose sanctions as it determines appropriate, including, but not limited to:
   a. Withholding payments to the Party under the Agreement until Party complies, and/or
   b. Cancellation, termination or suspension of the Agreement, in whole or in part.

6) Incorporation of Provisions: The Party will include the provisions of paragraphs 1) through 6) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Statutes or directives issued pursuant thereto. The Party will take such action with respect to any sub-contract or procurement as Bibb County's Board of Commissioners may direct to enforce such provisions including sanctions and non-compliance. Provided, however, that in the event that the Party is sued or threatened with litigation by a sub-contractor or supplier as a result of such direction, the Party may request that Bibb County's Board of Commissioners to enter into the litigation to protect the interest of Bibb County, and in addition, the Party or Bibb County may request the State to enter into such litigation to protect the interests of the State.
B. COMPLIANCE WITH THE OFFICIAL CODE OF GEORGIA FAIR PRACTICES, O.C.G.A. § 45-19-20 ET SEQ.

In accordance with O.C.G.A. § 45-19-20, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § 12101.

2) The Party will incorporate and communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: “The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party.”

3) Any video recordings produced and created under contract and/or agreement will be closed-captioned.

SIGNATURE: ____________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A 2015 FIRE INVESTIGATOR VEHICLE AND A 2015 SUV FOR USE BY THE FIRE DEPARTMENT IN THE AMOUNT OF $62,750.00, TO BE PAID FROM SPLOST FUNDS IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND FOR OTHER PURPOSES.

WHEREAS, on August 8, 2014, Macon-Bibb County released an invitation for bids regarding purchasing vehicles for the Fire Department; and

WHEREAS, the Macon-Bibb County Procurement Department emailed twelve (12) known suppliers as well as advertised on the Macon-Bibb County Procurement page; and

WHEREAS, four (4) responses were received on the published date, August 21, 2014, tabulated for responsiveness and provided to the user department for specification requirement review; and

WHEREAS, after review of the bids, Brannen Motor Company, who was the low bidder on the Investigator Vehicle, was recommended for award; and

WHEREAS, the second award made to Brannen Motor Company for the 2015 SUV is made on the basis of delivery time frame although the cost is slightly higher than the lowest bid (the low bidder required 14 months to complete delivery of the vehicle, Brannen is $1,850 higher than the lowest bidder, Brannen was the next lowest bidder and Brannen can deliver the vehicle 30 days after signing the agreement and receipt of the purchase order); and

WHEREAS, the Macon-Bibb County Procurement Department concurs with this award, in accordance with Code Sec. 19-5.1(g) and the recommended award represents the best value; and

WHEREAS, these vehicles will be used by the Fire Department in its daily needs and operations; and

WHEREAS, this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County; and
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement for the purchase of a 2015 Ford Investigator Vehicle in the amount of $30,250.00 and a 2015 Ford SUV in the amount of $32,500.00, for a total sum of $62,750.00 to be paid from SPLOST funds, with Brannen Motor Company in essentially the same form as attached hereto as Exhibit "A".

SO RESOLVED this _____ day of _____________, 2014.

By: ________________________________
ROBERT A.B. REICHERT, MAYOR

Attest: ______________________________
SHELIA THURMOND, CLERK OF COMMISSION
PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF MACON-BIBB

Bid Number: 15-012-DAE

"2015 Fire Investigator Vehicle and SUV"

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by Brannen Motor Company (hereinafter "Brannen"), a Georgia Corporation located in Unadilla, Georgia, and Macon-Bibb County (hereinafter "County"), a political subdivision of the State of Georgia, with both parties collectively being referred hereto as "the Parties, on this ___ day of ________________, 2014.

WHEREAS, Brannen is in the business of selling new Ford cars, crossovers, SUVs and trucks; and

WHEREAS, County desires to purchase such equipment; and

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

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

2. **Purchase Price.** County agrees to pay, and Brannen agrees to accept, the purchase price of sixty-two thousand seven hundred fifty dollars and 00/100 ($62,750.00) as full compensation and consideration for the vehicles and services provided.

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

4. Delivery of Equipment and Services. The delivery method of the equipment and services provided for in Exhibit A will be at the sole discretion of Brannen, and delivery of such equipment and services shall be made within thirty (30) days of the receipt of the agreement and purchase order. The vehicles shall be packaged appropriately and shall be delivered in an undamaged condition to 1122 Seventh Street, Macon, Georgia 31206, with Brannen providing twenty-four (24) hours’ notice prior to delivery as stated in the attached Invitation for Bid, Section H. Upon delivery, and prior to acceptance, County shall inspect equipment for damage and sign an acceptance of delivery form. Risk of loss during transit of said vehicles, and at all times prior to County inspecting and signing an acceptance of delivery form, shall remain with Brannen.

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

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

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

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

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

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

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

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

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

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

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

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

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

By: ________________________________

Robert A. E. Reichert, Mayor

______________________________

Date

Attest: ________________________________

Shelia Thurmond, Clerk of Commission

______________________________

Date

**On Behalf of Brannen Motor Company:**

By: ________________________________

Signature of Authorized Official

______________________________

Date

______________________________

Printed Name of Authorized Official

Job Title of Signor

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

______________________________

Signature of Notary Public

(Notary Seal/Stamp)
MAXIMUM CAPACITIES

EPA-ESTIMATED FUEL ECONOMY

<table>
<thead>
<tr>
<th>Engine</th>
<th>City</th>
<th>Highway</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.6L EcoTec 3 V6 240</td>
<td>16fgang/23 highway/20 combined</td>
<td>15MPG/22 highway/18 combined</td>
<td></td>
</tr>
</tbody>
</table>

FUEL TANK CAPACITY: 13.0 gallons

TRAILER WEIGHT LIMIT:

<table>
<thead>
<tr>
<th>Option</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>8,500 lbs.</td>
</tr>
<tr>
<td>N/A</td>
<td>8,000 lbs.</td>
</tr>
</tbody>
</table>

SEATING:

<table>
<thead>
<tr>
<th>Option</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LS seat, option for 8</td>
<td>5</td>
</tr>
<tr>
<td>LT seat, option for 7</td>
<td>7</td>
</tr>
<tr>
<td>LT seat, option for 8</td>
<td>8</td>
</tr>
</tbody>
</table>

CARGO VOLUME:

<table>
<thead>
<tr>
<th>Option</th>
<th>Size (cu. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behind 3rd-row seat folded</td>
<td>16.3</td>
</tr>
<tr>
<td>With 3rd-row seat folded</td>
<td>91.8</td>
</tr>
</tbody>
</table>

OWNERSHIP EXTRAS

CHEVROLET.COM/WARRANTY CHEVROLET.COM/ACCESSORIES CHEVROLET.COM/SALES

WARRANTY

100,000-MILE/6-YEAR TRANSFERABLE POWERTRAIN LIMITED WARRANTY: Every 2015 Chevrolet passenger car, light-duty truck, SUV and crossover comes with a 100,000-mile/5-year (whichever comes first) transferable Powertrain Limited Warranty. Plus, you get 100,000 miles/5 years (whichever comes first) of the 24/7 Roadside Assistance Program, the Courtesy Transportation Program, and much more. See dealer for details.

NEW VEHICLE LIMITED WARRANTY: GM vehicles registered in the USA are covered for 36,000 miles/3 years (whichever comes first). The complete vehicle is covered, including tires, towing to your nearest Chevrolet dealership and cosmetic corrosion resulting from defects. Repairs will be made to correct any vehicle defect, and most warranty repairs will be made at no charge. In addition, rust-through corrosion will be covered for 100,000 miles/6 years (whichever comes first). See dealer for details.

1. Maximum trailer weight ratings are calculated assuming properly equipped base vehicles, except for any option(s) necessary to achieve the rating, plus driver. The weight of other optional equipment, passengers and cargo will reduce the maximum trailer weight your vehicle can tow. See your Chevrolet dealer for additional details.

2. Cargo and load capacities limited by weight and distribution.
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT  
BID AWARD RECOMMENDATION  

**DATE** | **COMMODITY/ ORDER** | **PROJECT** | **GACE CODE/ BID#** | **Recommended Supplier** | **Doreen Eidmann**  
---|---|---|---|---|---  
8/29/2014 | 070-030 | 15-012-DAB | 321.3100.9061.542220 | 2PLST |  

The following documents are included with this recommendation:  
- ☒ Buyer’s Award Recommendation (this form)  
- ☒ User Department Recommendation  
- ☒ Official Bid Tabulation  
- ☒ Copy of Recommended Vendor’s bid  
- ☐ Addenda (if any)  
- ☒ Original Invitation for Bids  

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brannen Motor Company (SUV)</td>
<td></td>
<td></td>
<td>$32,500.00</td>
</tr>
<tr>
<td>Brannen Motor Company (Investigator Vehicle)</td>
<td></td>
<td></td>
<td>$30,250.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$62,750.00</strong></td>
</tr>
</tbody>
</table>

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

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

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

Details of solicitation process:  
Invitation for Bids (IFB) # 15-012-DAB was published on 8/8/2014. Emailed to Twelve (12) known suppliers and advertised on Macon-Bibb County’s Procurement page. On the published due date (8/21/2014), four (4) responses were received in Procurement, tabulated for responsiveness and provided to the user department for specification requirement review. After review of the bids, Brannen Motor Company, who was the low bidder on Investigator vehicle, is recommended for award. The second award made to Brannen Motor Company, is made on the basis of delivery timeframe, although the cost is slightly higher than the lowest bid, the low bidder requires one year for delivery. As this recommendation represents best value, Procurement concurs with this award.  

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

**Procurement Facilitator**  
**Procurement Director**  
**SIGNATURE** | **DATE**  
---|---  
[Signature] | 9/3/2014  
[Signature] | 9/3/2014
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION OF AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO: CHIEF RIGGINS & CHIEF EDWARDS FROM: DOREEN EIDMANN

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID NO.</th>
<th>COMMODITY OR DESC.</th>
<th>DEPARTMENT</th>
<th>AMT BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/21/2014</td>
<td>15/012/DAE</td>
<td>VEHICLES FOR FIRE DEPARTMENT</td>
<td>FIRE</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>Brannon Inc., C. Spl.</td>
<td>$22,500</td>
</tr>
<tr>
<td></td>
<td>$22,500</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></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></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

NAME: [Signature]
TITLE: [Title]
SIGNATURE: [Signature]
DATE: 8/21/14
MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
RECOMMENDATION of AWARD
(TO BE COMPLETED BY THE DEPARTMENT HEAD)

TO:  CHIEF RIGGINS & CHIEF EDWARDS
FROM:  DOREEN EIDMANN

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

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<thead>
<tr>
<th>DATE</th>
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<th>COMMODITY/DESC.</th>
<th>DEPARTMENT</th>
<th>AMT. BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/21/2014</td>
<td>15/012/DAE</td>
<td>VEHICLES FOR FIRE DEPARTMENT</td>
<td>FIRE</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>Brennan &amp; Co.</td>
<td>$30,250</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>Low bid: $30,250</td>
<td>Low bid: $30,250</td>
</tr>
</tbody>
</table>

Indicate why all bids should be rejected (Check all that apply):  

- Over budget  
- None meet specifications  
- Other

REJECTION JUSTIFICATION

NAME:  

SIGNATURE:  

TITLE:  

DATE: 8/30/11
<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Net Bid</th>
<th>Total Net Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015 Fire Investigator Vehicle SUV</td>
<td>$30,650.00</td>
<td>NO BID</td>
<td>$51,417.00</td>
<td>$30,250.00</td>
</tr>
<tr>
<td>2</td>
<td>2015 MBUD Hybrid Vehicle</td>
<td>NO BID</td>
<td>$24,161.34</td>
<td>$29,744.00</td>
<td>NO BID</td>
</tr>
<tr>
<td>3</td>
<td>2015 Sport Utility Vehicle (SUV)</td>
<td>$30,650.00</td>
<td>NO BID</td>
<td>$51,417.00</td>
<td>$32,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Passenger Van</td>
<td>$30,098.00</td>
<td>$29,331.68</td>
<td>NO BID</td>
<td>NO BID</td>
</tr>
</tbody>
</table>

Signed Bid: YES
Financial & Legal Statement Signed: YES
GA Immigr. & Compl. Act Signed: YES
List of Sub Contractors: N/A
Contractor Minority Partici: N/A

I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.

By: Doreen Eidmann
2015 Fire Investigator Vehicle SUV

The following are specifications for 1 (one) or more 2015 SUV:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Feature (please check appropriate box next to each feature)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Engine - 5.3L V8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transmission - 6 speed automatic</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 WD 4 door</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rear Axle - 3.08 Ratio</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GVWR, 67,000 lbs.</td>
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<tr>
<td></td>
<td></td>
<td>Rear Wheel Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cooling - Auxiliary transmission oil cooler, heavy duty air-to-oil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cooling - External engine oil cooler</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Air cleaner - High-capacity</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prop Shaft - High-speed balanced and police rated</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alternator - 160 amp</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Skid Plate Package</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Suspension - Front coil-over-shock with stabilizer, heavy-duty, police rated,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rear multi-link with coil springs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Steering - Power</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brakes - 4-wheel antilock, 4-wheel disc and vacuum power</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Key - Single, 2-sided with remote</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Battery - Heavy-duty, 730 cold cranking amps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Exterior - White</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cloth bucket, vinyl / year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Radio - AM/FM/CD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Spare Tire - Full size</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recovery Hooks - Front frame mounted</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Floor Covering - Black rubberized vinyl or black carpet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Windows - Power and Tinted</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Locks - Power</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Air Condition &amp; Heat</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rear window defroster</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Standard Warranty</td>
</tr>
</tbody>
</table>

Delivery 30 days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $ 30,250

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

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

August 8, 2014
2015 MBFD Hybrid Vehicle

Specifications for a 2015 Mid-Size Hybrid model Car (4-Door):

- 2.0L Engine HP: 141 @ 6,000RPM
- 2-spd CVT transmission w/OD
- Torque: 129lb-ft. @ 4,000RPM
- Number of Valves: 16
- Variable valve control
- Transmission: continuously variable automatic
- Hybrid electric motor alternator
- 500 amp battery with run down protection
- Regenerative Brakes
- 14.0 gal. fuel tank
- Stainless steel exhaust with chrome tailpipe finish
- Fuel Economy City: 47.0
- Fuel Economy Hwy: 47.0
- 47.0 mpg hwy fuel economy
- Front-wheel drive
- Traction: Battery Capacity (kWh): 1
- Cylinder configuration: 1-4
- ABS & driveline traction control
- Electronic Stability
- Security System
- Immobilizer
- Panic Alarm
- Occupant sensing airbag
- Overhead airbag
- Dual front side impact airbags
- Dual front impact airbags
- Brake assist
- Knee airbag
- Speed Control
- Power front windows
- Remote keyless entry
- Tilt/Steering Wheel
- Telescoping steering wheel
- Front beverage holders
- Rear beverage holders
- Airconditioning
- Automatic temperature control
- AM/FM radio
- CD player
- Steering wheel mounted audio controls
- MP3 decoder
- 6 Speakers
• Fully automatic: headlights
• Delay-off headlights
• Trip computer
• Variably intermittent wipers
• Rear window defroster
• Electronic instrumentation
• Tachometer
• Traction battery level
• Power/region
• Compass
• Outside temperature display
• Low tire pressure warning
• Split folding rear seat
• Rear seats: bench
• Front center armrest
• Power driver seat
• Max. seating capacity: 5
• Front seats: bucket
• Four wheel independent suspension
• Steering: Power
• Speed-sensing steering
• Alloy wheels
• Front Tires: 225/50HR17.0 BSW
• Rear Tires: 225/50HR17.0 BSW
• Wheel Base: 112
• Exterior Color: White
• Power door mirrors
• Number of Doors: 4
• Rear cargo: Trunk

Delivery _____ days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $____ NO BID

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

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR C/D WITH SAME INFORMATION**
2015 Sports Utility Vehicle (SUV)

The following are specifications for 1 (one) or more 2015 SUV:

- Engine - 5.3L V8.
- Transmission - 6 speed automatic
- 2 WD 4 door
- Rear Axle - 3.08 Ratio
- GVWR, 67,000 lbs.
- Rear Wheel Drive
- Cooling - Auxiliary transmission oil cooler, heavy duty air-to-oil
- Cooling - External engine oil cooler
- Air cleaner - High-capacity
- Prop Shaft - High-speed balanced and police rated.
- Alternator - 160 amps.
- Skid Plate Package
- Suspension - Front coil-over-shock with stabilizer, heavy-duty, police rated, rear multi-link with coil springs.
- Steering - Power
- Brakes - 4-wheel antilock, 4-wheel disc and vacuum power
- Key - Single, 2-sided with remote
- Battery - Heavy-duty, 730 cold cranking amps.
- Exterior - Silver or Tan
- Interior - Fabric [cloth, front, vinyl, rear]
- Radio - AM/FM/CD Package
- Spare Tire - Full size
- Recovery Hooks - Front frame mounted
- Floor Covering - Black rubberized vinyl or black carpet
- Windows - Power and Tinted
- Locks - Power
- Air Condition & Heat
- Rear window defroster
- Allow Wheels

Delivery 30 days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $32,500

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

August 8, 2014
15 PASSENGER VANS

The following are specifications for one 2015. Fifteen (15) Passengers Full-Size: (Macon-Bibb Fire Department)

- Engine- 5.4 V8 min. or comparable
- Transmission- Auto
- Rear Axle Ratio -Economy
- Steering- Power
- Brakes -ABS
- Tires- Tubeless with Full Size Spare
- Radio -AM/FM/CD
- Alternator & Battery- Heavy Duty
- High Capacity A/C with rear A/C
- Speed Control /Tilt wheel
- Full floor mats -(Rubber) front & rear
- Seats-Standard vinyl bucket- dark charcoal
- Windows -All around full tinted
- Color-Navy / Midnight Blue
- Swing out side doors
- Swing out rear doors
- Heavy duty radiator
- Trailer hitch package on rear
- Power Windows and Door Locks with Remote
- Side Step on Side Doors
- Full wheel covers

Delivery ____ days/weeks (circle one) after receipt of purchase order

UNIT PRICE: $ ___ NO BID ___

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

**SPECIAL NOTE: DELIVERY OF VEHICLE WILL NOT BE ACCEPTED WITHOUT PARTS/REPAIR MANUAL OR CD WITH SAME INFORMATION**
I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

**BIDDER INFORMATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Brannen Motor Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address:</td>
<td>P.O. Box 746 Unadilla, Ga. 31091</td>
</tr>
<tr>
<td>Authorized By (typed or printed name):</td>
<td>Bobby Reed</td>
</tr>
<tr>
<td>Title:</td>
<td>Fleet Mgr.</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Bobby Reed</td>
</tr>
<tr>
<td>Date:</td>
<td>8-11-2014</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>800-999-9606</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>478-627-9550</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:brannenmotorcompany@hotmail.com">brannenmotorcompany@hotmail.com</a></td>
</tr>
</tbody>
</table>

**REMITTANCE INFORMATION**

| Remit to Name: | Brannen Motor Co. |
| Remit to Address: | P.O. Box 746 |
| City: | Unadilla |
| State: | Ga. |
| Zip: | 31091 |
| County: | Dough |
| Phone: | 800-999-9606 |
| Fax: | 478-627-9550 |
| Contact: | Bobby Reed |
| Tax ID: | SSN |
| Federal Tax ID: | 58-1027408 |
| Business Type: | Business |

**MBE/WBE/DBE STATUS**

- [ ] African American
- [ ] Hispanic
- [ ] Native American
- [ ] Asian American
- [ ] Disabled
- [ ] Woman-Owned
- [ ] Not-Applicable

I, Barry Smallwood, Purchasing Agent, Bibb County Government, do certify this bid was publicly opened and read at the time and place stated in the bid notice.

Purchasing Agent

Witness

August 8, 2014
FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

X 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
11 DAY OF August, 2014 My Commission Expires: 4-11-15

Katherine Jones
Notary Public

[NOTARY SEAL]
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)
AFFIDAVIT

Contract/Bid No. and Name: 15-012-DAE Vehicle for Fire Dept.

Name of Contracting Entity: Bryan\n\nMotor Company

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

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

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

512414
EEVIE-Verify™ User Identification Number

By: Authorized Officer or Agent
Name of Person or Entity
Clinton B. Bryan, Jr.
President
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11 DAY OF August, 2014

Katherine Jones
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 (I.R.C.A.)

Date of Authorization
08/11/2014
Date

Printed Name of Authorized Officer or Agent

Clinton B. Bryan, Jr.
LIST OF SUB-CONTRACTORS

I do __, do not X, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors. The Contractor shall be responsible for all work of sub-contractors.

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

BRANNEN MITCHELL CO.

CONTRACTOR

August 8, 2014
CONTRACTOR MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do [ ] do not [X] propose to utilize Minority Businesses on some of the work on this project. I propose to utilize the following contractors:

<table>
<thead>
<tr>
<th>NAME/ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

__________________________
Contractor

August 8, 2014