MACON - BIBB COUNTY COMMISSION

MEETING SCHEDULE

TUESDAY, DECEMBER 23, 2014

9:00 A.M.

Large Conference Room

Meeting Time	***Committee***	***Members***
9:00 a.m.	*Operations and Finance Committee*	*Commissioner Bechtel - Chairman* *Commissioner Lucas – Vice Chairman* *Commissioner Schlesinger* *Commissioner Shepherd* *Commissioner Watkins*
	Economic & Community Development Committee	*Commissioner Schlesinger - Chairman* *Commissioner Tillman – Vice Chairman* *Commissioner DeFore* *Commissioner Lucas* *Commissioner Watkins*
	Public Safety Committee	*Commissioner Shepherd – Chairman* *Commissioner Watkins – Vice Chairman* *Commissioner Lucas* *Commissioner Jones* *Commissioner Schlesinger*

Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.

Tuesday, December 23, 2014
OPERATIONS AND FINANCE COMMITTEE

Commissioner Gary Bechtel - Chairman
Commissioner Elaine Lucas - Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger
Staff Contact: Charles Coney

1. APPROVAL OF MINUTES

Subject	**A. Approval of Minutes From the December 9, 2014 Meeting**
Meeting	Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category	1. APPROVAL OF MINUTES
Access	Public
Type	Minutes

File Attachments
12-9-2014.pdf (395 KB)

2. APPROPRIATION FOR FORT HAWKINS

Subject	**A. An Ordinance To Appropriate $6,000 ($1,000 Per Month For 6 Months) From Fund Balance To Supplement Various Operational Needs of Fort Hawkins**
Meeting	Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE
Category	2. APPROPRIATION FOR FORT HAWKINS
Access	Public
Type	Action

File Attachments
12-23-2014 - Ord Appropriate $6000 Fort Hawkins.pdf (425 KB)

3. AGREEMENTS TO BE EXECUTED

Subject	**A. A Resolution Authorizing the Mayor to Execute An Agreement In the Amount of Seventy - Nine Thousand Nine Hundred Twenty Three Dollars and Fifty Cents ($79,923.50) With Northeast Concrete For The Paving of Liberty Church Road, The Paving of Sofkee Road and For the Installation of Sidewalks Near Graham Road**

Meeting Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category 3. AGREEMENTS TO BE EXECUTED

Access Public

Type Action

File Attachments

12-23-2014 - Res Agrmt with Northeast Concrete $79923 50.pdf (515 KB)

Subject **B. A Resolution to Authorize the Mayor To Execute A Project Change Request Between Macon-Bibb County and Mainline Information Systems, Inc. for Ninety Nine Thousand Dollars and no/100 ($99,000) for Additional Consulting And Support Services To The Information Technology Department To Be Paid From The Departmental Budget**

Meeting Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category 3. AGREEMENTS TO BE EXECUTED

Access Public

Type Action

File Attachments

12-23-2014 - Res Project with Mainline Info Systems $99000 00.pdf (2,686 KB)

4. AMENDING COUNTY CODE

Subject **A. An Ordinance Amending Chapter 4 Alcoholic Beverages of the County Code To Make The Distance Requirements For The Sale Of Wine and Malt Beverages Near Churches Consistent With State Law**

Meeting Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category 4. AMENDING COUNTY CODE

Access Public

Type Action

File Attachments

12-23-2014 - Ord Amending Chap 4 Alcoholic Bev Code.pdf (520 KB)

5. RETIREMENTS

Subject **A. Approval of Retirements**

Meeting Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category 5. RETIREMENTS

Access Public

Type Action

Admin Content

EMPLOYEE	DEPARTMENT	YEARS OF SERVICE

Gloria Brody	State Court	20 years, 5 months
Carl Hart	Law Enforcement	36 years, 2 months
Elizabeth Jordan	General	30 years, 11 months
Ronnie Lord	General	12 years, 11 months
Jane Reeves	Magistrate Court	25 years, 11 months
Charles Sanfarrare	Law Enforcement	20 years, 8 months
William Simpson	Information Technology	39 years, 5 months
William Strange	Law Enforcement	25 years, 4 months
Franklin Thomas	Law Enforcement	26 years, 5 months
John Daniel Thompson	General	13 years, 7 months
Shelia Thurmond	Clerk's Office	32 years, 5 months
Belgica Wall	Human Resources	11 years, 11 months

6. GRANT REQUESTS AND AWARDS

Subject **A. A Resolution Authorizing The Acceptance of the Hazard Mitigation Assistance Grant Award in the Amount of $24,000 with A Federal Share of $18,000 and Local (In Kind) Match of $6,000 From The Federal Emergency Management Agency**

Meeting Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category 6. GRANT REQUESTS AND AWARDS

Access Public

Type Action

Administrative File Attachments

12-23-2014 - Acceptance of Hazard Mitigation Assistance Grant Award.pdf (537 KB)

Subject **B. A Resolution Authorizing The Acceptance Of The State of Georgia Accountability Courts Funding Supplemental Grant Award In The Amount of $18,811 With A State Share of $16,930 and Local (In Kind) Match of $1,881 From The Criminal Justice Coordinating Council**

Meeting Dec 23, 2014 - OPERATIONS AND FINANCE COMMITTEE

Category 6. GRANT REQUESTS AND AWARDS

Access Public

Type Action

7. SUPPLEMENTAL BUDGET REQUESTS

8. TRANSFER OF FUNDS

ATTACHMENT 1.A

OPERATIONS AND FINANCE COMMITTEE

MINUTES

December 9, 2014

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

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

COMMISSIONERS ABSENT:

VISITORS/GUESTS:
Brittney Childs, Industrial Authority
Adah Roberts
Dr. Andrew Silver, Friends of Tattnall Square Park

NEWS MEDIA
Anita Oh, WMAZ TV 13
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Commissioner Ed DeFore
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Nyesha Daley, Director of Procurement
Shelia Thurmond, Clerk of the Commission
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Kevin Barkley, Director of Solid Waste
Stephanie Woods-Miller, Asst. Clerk of Superior Court
Bill Causey, Engineering Department
Gene Simonds, Director of Facilities Management
Clay Murphey, SPLOST Coordinator

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1. Approval of minutes from the November 25, 2014 meeting

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, the minutes of November 25, 2014 were approved as written.

2. Agreements To Be Executed

A. Clerk of Superior Court Technology Fund

Stephanie Woods-Miller, Assistant Clerk of Superior Court, stated that the Georgia Clerk's Authority would be changing the process whereby funds collected in the County and sent to the Clerk's Authority will no longer be returned to the County. If a Superior Court Technology Fund is not established the Clerk's Authority will retain the money. Mayor Reichert stated that he feels this is, once again, the State interfering with local control. Stephanie stated that in 2013, they collected $59,000 and year to date in 2014 the amount is $62,000. She believes the increase is due to the electronic payments they can now accept. They will use the Fund to increase technology such as allowing attorneys to file cases from their offices. Recently, they have improved the Jury selection by purchasing a Jury Management System. Dale Walker stated they would set up a Special Revenue Fund.

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Bechtel, Shepherd and Lucas voting in the affirmative, the resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and the Clerk of Superior Court to create a Superior Court Technology Fund was approved.

B. Sell Alley Way Located Between Sherwood Drive and Mercer University Drive

Mayor Reichert stated that selling the alley way which was never opened would clear the way for Mercer University to start construction for the new student housing on Mercer University Drive. Opie Bowen, Assistant County Attorney, stated the appraisal had been ordered but had not been received. Mayor Reichert stated he would estimate the value at approximately $5,000 to $10,000.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel, Lucas and Watkins voting in the affirmative, the resolution authorizing the Mayor to execute an agreement to sell the alley way located between Sherwood Drive and Mercer University Drive consisting of 4.950 square feet to the adjoining owner for no less than fair market value; authorizing the Mayor to execute a quit claim deed and any other necessary documents to effect the sale of said property was approved.

C. Agreement with Quality Traffic Systems

Gene Simonds, Director of Facilities Management, stated that many of the old traffic signal control cabinets did not work and replacement parts were not available. The current purchase will be for ten cabinets, but an additional ten cabinets will be needed in the near future.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with Qualify Traffic Systems for the purchase of traffic signal control cabinets for use by the Facilities Management Department was approved.

D. Purchase Heating, Ventilation and Air Conditioning Units for the Sears Building

Mayor Reichert stated there were some unexpected expenses in regards to roof leaks at the Sears Building. With the discovery of the roof leaks, work has stopped in regards to sheetrock. There are also additional problems with wet insulation so that the building has lost much of its R value. Appropriate Insulation is part of the Georgia Energy Code. In summary, Mayor Reichert stated there would be an additional $250,000 in expenses and it is hoped this money can be found in the Bond funds.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with Technology International, Inc. for the purchase of heating, ventilation and air conditioning units for the Sears Building was approved.

E. Renovation of the Middle Georgia Regional Commission

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Schlesinger, Bechtel and Shepherd voting in the affirmative, the resolution to amend the Master Statement of Investment Policy to allow for immediate termination of under-performing investment managers was approved.

F. Agreement with Advanced Disposal Services Macon, LLC

Kevin Barkley, Director for Solid Waste, stated that the extended contract would help clean up some overlapping areas. Presently, on some streets, one side of the street the County picks up and the other side Advance Disposal picks up. This is confusing to the citizens. The redistribution of houses will add 1,300 to ADS and 750 to the County. The issues with the difference in what citizens pay will remain for the present time, but the 30-month contract will give administration time to resolve this problem.

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel, Watkins and Lucas voting in the affirmative, the resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Advanced Disposal Services Macon, LLC to extend the current agreement to provide residential solid waste and recyclable materials collection and disposal services in Macon-Bibb County for a period of thirty (30) months in form to be approved by the County Attorney's Office was approved.

3. Agreements To Be Executed For Recreational Facilities

A. Architectural Services at Frank Johnson Community Center

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Shepherd, Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute an agreement between Macon-Bibb County and WMA Architects/Planners, Inc. for Ninety Three Thousand Three Hundred Thirty Dollars and no/100 ($93,330.00) for architectural services at Frank Johnson Community Center with Funding from SPLOST was approved.

B. Architectural Services at Central City Park

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Vaughn & Melton Consulting Engineers, Inc. for Twenty Seven Thousand Dollars and no/100 ($27,000.00) for architectural services at Central City Park, with funding from SPLOST, was approved.

C. Architectural Services at Memorial Park Community Center

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and WMA Architects / Planners, Inc. for One Hundred Fifty Nine Thousand Three Hundred Ninety-Five Dollars and no/100 ($159,395.00) for architectural services at the Memorial Park Community Center, with funding from SPLOST, was approved.

D. Construction Agreement for John Drew Smith Tennis Center

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the resolution authorizing the Mayor to execute an agreement with Stafford Builders & Consultants, Inc. in the amount of Nine Hundred Ninety Three Thousand Five Hundred Fifty Dollars and 00/100 ($993,550.00) for John Drew Smith Tennis Center Construction, in form to be approved by the County Attorneys' Office, with Funding from SPLOST, was approved.

E. Architectural Services at the Rosa Jackson Community Center

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the resolution to authorize the mayor to execute an agreement between Macon-Bibb County and WMA Architects / Planners, Inc. for Two Hundred Sixty One Thousand Seven Hundred Seventy Dollars and 00/100 ($261,770.00) for Architectural Services at the Rosa Jackson Community Center, with funding from SPLOST, was approved.

F. Architectural Services at Gilead – Bloomfield Complex

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Watkins, Bechtel and Shepherd voting in the affirmative, the resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Sizemore Group, LLC for One Hundred Seventy Thousand Three Hundred Sixty Five Dollars and no/100 ($170,365.00) for architectural services at the Gilead – Bloomfield Complex in Macon Bibb County, with funding from SPLOST, was approved.

G. Motion to Add item to the agenda

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the following item was added to the agenda:

- Agreement with Vaughn & Melton for Sub-South Mega – Center Outdoor Recreation Complex

H. Agreement with Vaughn & Melton Consulting Engineers for Sub South Mega Center Outdoor Recreation Complex

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the resolution to authorize the Mayor to execute an agreement between Macon-Bibb County and Vaughn & Melton Consulting Engineers, Inc. for Four Hundred Eighty-Three Thousand Dollars and No/100 ($483,000.00) for Architectural Services for the Sub-South Mega-Center Outdoor Recreation Complex in Macon – Bibb County to be paid from SPLOST Funds was approved.

4. Supplemental Budget Request

- Sheriff Office - $76,075 from Commissary to General Maintenance for Air Handlers

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the supplemental budget request for the Sheriff's Office for $76,075 was approved.

- Parks and Beautification - $40,000 from Contract Labor to Vehicle Repair

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the supplemental budget request for the Parks and Beautification Office for $40,000 was approved.

5. Transfer of Funds - NA

There being no further business, the meeting was adjourned.

_____
Shelia Thurmond, CCC
Clerk of Commission

SPONSOR: MAYOR ROBERT A.B. REICHERT

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROPRIATE $6,000.00 ($1,000.00 PER MONTH FOR 6 MONTHS) FROM FUND BALANCE TO SUPPLEMENT VARIOUS OPERATIONAL NEEDS OF FORT HAWKINS.

WHEREAS, the Macon-Bibb County Commission adopted an Appropriations Ordinance for Fiscal Year 2015 which approved funding for each department, office and outside agencies affiliated with Macon-Bibb County; and

WHEREAS, various supplemental budget adjustments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body.

BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same, that the additional sum of $6,000.00 ($1,000.00 per month for a total of six (6) months) be appropriated to supplement various operational needs of Fort Hawkins.

All ordinances or parts thereof in conflict with this provision are hereby repealed.

SO ORDAINED this _____ day of _____, 2014.

_____
Robert A.B. Reichert, Mayor

_____
Shelia Thurmond, Clerk of Commission

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF SEVENTY-NINE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND FIFTY CENTS ($79,923.50) WITH NORTHEAST CONCRETE CO. INC. FOR THE PAVING OF LIBERTY CHURCH ROAD, THE PAVING OF SOFKEE ROAD, AND FOR THE INSTALLATION OF SIDEWALKS NEAR GRAHAM ROAD IN A FORM TO BE APPROVED BY THE COUNTY ATTORNEY'S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, renovations and repairs are necessary to increase the safety measures currently in place and the aesthetic appearance of Liberty Church Road, Sofkee Road, and Graham Road; and

WHEREAS, specifically, Liberty Church Road and Sofkee Road are in need of paving and Graham Road is in need of sidewalks; and

WHEREAS, on or about September 29, 2014, the Macon-Bibb County Procurement Department issued Bid Number 15-025-ND soliciting responsive offers from responsible bidders capable of providing such services; and

WHEREAS, five (5) responsive bids were received; and

WHEREAS, Northeast Concrete Co. Inc., a local corporation doing business in Macon, Georgia, submitted the lowest responsive and responsible bid in the amount of seventy-nine thousand nine hundred twenty-three dollars and fifty cents ($79,923.50); and

WHEREAS, the funds for the paving of Liberty Church Road and Sofkee Road will come from SPLOST, and said amount of funds from SPLOST will total twenty thousand six hundred ninety-eight dollars and fifty cents ($20,698.50); and

WHEREAS, the funds for the sidewalk installation on Graham Road will come from 2014 LMIG Funds, and said amount of funds from the 2014 LMIG will total fifty-nine thousand two hundred twenty-five dollars ($59,225.00); and

WHEREAS, as such, it was recommended that the bid be awarded to Northeast Concrete Co. Inc. to provide the services requested; 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 in the amount of seventy-nine thousand nine hundred twenty-three dollars and fifty

cents ($79,923.50) for the paving of Liberty Church Road, the paving of Sofkee Road, and the installation of sidewalks near Graham Road in a form to be approved by the County Attorney's Office.

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A PROJECT CHANGE REQUEST BETWEEN MACON-BIBB COUNTY AND MAINLINE INFORMATION SYSTEMS, INC FOR NINETY NINE THOUSAND DOLLARS AND NO/100 ($99,000.00) FOR ADDITIONAL CONSULTING AND SUPPORT SERVICES TO THE INFORMATION TECHNOLOGY DEPARTMENT TO BE PAID FROM THE DEPARTMENTAL BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Information Technology Department has discovered and documented various mainframe computing issues; and

WHEREAS, Macon-Bibb County has contracted with Mainline Information Systems, Inc. to provide consulting and support services for the Information technology Department; and

WHEREAS, Mainline Information Systems, Inc. has submitted requested reports indicating obsolescence of the mainframe operating system version that poses a possible catastrophic issue if a mainframe crash occurs; and

WHEREAS, it is the recommendation of the Director of Information Technology that a project change be executed with Mainline Information Systems, Inc. to correct the issues with the mainframe operating system; and

WHEREAS, the additional work performed by Mainline Information Systems, Inc. will cost approximately $99,000.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a project change request with Mainline Information Systems, Inc. in the amount of ninety nine thousand dollars and No/100s ($99,000.00) for additional consulting and support services to the Information Technology Department to be paid from the departmental budget, in substantially the same form as attached hereto as "Exhibit A.".

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

(SEAL)

M E M O R A N D U M

To: Charles Coney,
Assistant County Manager
Macon-Bibb County

From: Stephen Masteller,
Director of Information Technology
Macon-Bibb County

Date: December 8, 2014

RE: Information relating to a critical mainframe issue.

Dear Mr. Coney,

The Department of Information Technology (IT) is submitting the following mainframe information for consideration.

Background

The IBM Z9 is the mainframe computing platform that provides the operational electronic support and coordination for many of the Courts. While the various Courts are the predominant mainframe users, mainframe usage also touches other Macon-Bibb entities such as the Sheriff and Jail. In addition to usage relating to business workflow, the mainframe acts as a common host for sharing of information between the Courts, Sheriff, and Jail.

With the inheritance of the mainframe by the new Macon-Bibb IT, many documented issues have become evident. In an effort to address these known mainframe issues, lacking any mainframe operational documentation and in-house expertise required to effectively support higher-level mainframe system and programming; IT/Mainframe has engaged consultants to work in tandem with IT/mainframe staff. In addition to assisting with programming and system support, IT/Mainframe has requested that the consultants utilize their knowledge and expertise to:

- Evaluate the state of the mainframe;
- Assist mainframe staff in the reverse-engineering steps required for trouble-shooting mainframe programming issues; and,
- Make recommendations regarding a pathway forward to,
  - Prevent possible future issues,
  - Increase the effectiveness of resolving current and possible future issues, and,
  - Stabilize the mainframe operational platform.

Present

As the IT/mainframe team and the consultants have worked in unison on mainframe issues, it has become apparent and reported that years of improper mainframe management and neglect have served to compound the complexity of these efforts. In addition to the original consultants, initially tasked with trouble-shooting support and programming efforts, Mainline Computing (IBM system specialist) has also been contracted to provide higher-level system support. The primary functions of Mainline have been to:

- Inventory the mainframe system, programs, and operation in order to establish a system-level operational baseline;
- Identify configuration and system critical areas requiring adjustments and potential points of failure; and,
- Recommend a defined methodology to address these critical areas in a proactive and preventative manner.

The initial, pre-inventory, observation of Mainline confirmed that the data back-up solution in place was extremely insufficient. The "life-span" of backed-up data was very limited resulting in the information on the backups being over-written by new backed-up data too frequently. This resulted in the window for obtaining backed-up data being very limited in duration. The window for saving backed-up data has been expanded temporarily; however, a permanent backup schema will require system level modifications.

Note: ***While the window for backed-up data has been expanded, permanent gaps in previous/legacy backed-up information still exist before the backup adjustment was made.***

Conclusion

Mainline has submitted the requested system inventory and state of the mainframe report. In addition to validating the known mainframe short-falls, Mainline has identified a highly critical and potentially catastrophic issue. This issue is the obsolescence of the mainframe operating system version. The obsolescence of the operating system version means that, if an unrecoverable system crash should occur:

- IBM will not provide support concerning fixing the mainframe until the mainframe operating system is brought current;
- The expected mainframe down-time could potentially be months;
- The extent of information/data and program loss due to corruption could be unrecoverable; and,
- Those organizational areas dependant of the mainframe would be severely crippled in their ability to conduct business.

The Department of IT has obtained a quote from Mainline to bring the present mainframe operating system current. While it is understood that a new Court system is being researched, the expected time frame for implementing a new Court system could be (18) months or more.

Based on that understanding, IT is submitting the attached quote as a proactive and preventative measure to avert a potentially catastrophic mainframe event.

Sincerely,

Stephen Masteller
Director IT, Macon-Bibb County

Cc: Mr. Dale Walker
County Manager, Macon-Bibb County

Mainline™ INFORMATION SYSTEMS

PROJECT CHANGE REQUEST (PCR) FORM

Document Description	A Project Change Request (PCR) is initiated due to a deviation from the original project scope, cost or schedule, as defined in the statement of work, subsequent change order(s) or PCRs.
Client Name	**Macon-Bibb County**
MSR #	**#31666-07072014**
Project Name	**Managed Services Assist Support**
Project Sponsor	**Stephen Masteller**
Services Practice Manager(s)	**Angie Keith (on behalf of Dave Doyle)**
PCR #	**002**
PCR Create Date	**12/06/2014**
PCR Exp. Date	**11/30/2015**
Project Manager(s)	**Gina Lewis**
Requestor(s)	**David Jones**
Justification for proposed change:	**Adding 600 hours to current contract for additional work (see Scope). Client has 12 months to consume from signature date of this PCR 002.**

Impact of Change Request:

Price	**$99,000 for 600 hours to be consumed in 12 months at $165/ hr.**
Scope	**- Build Test LPAR for user acceptance testing (Estimate 100 hours)** **- VSE 4.1 upgrade from 4.1 to 5.2 (Estimate 400 hours)** **- Day to day requests (100 hours)** **All projects noted above are estimates. Client dictates what they want done with all hours. All unused hours will expire 12 months from the client signature date.**
Travel & Living Terms	**No Change**
Schedule	**Active for 12 months from signature date of this PCR**

Signature Page to Follow

PROJECT CHANGE REQUEST (PCR) FORM

It is understood and agreed that all services provided in accordance with this PCR are subject to the terms and conditions of the Master Services Agreement currently in effect between Macon-Bibb County ("CLIENT") and Mainline Information Systems, Inc., ("MAINLINE"), effective 07/07/2014 ("Agreement"). For the avoidance of doubt, this PCR modifies the scope, cost, or schedule of the Statement of Work (SOW), MSR# 31666-07072014, effective 08/01/2014. Payment for the above charge shall be paid pursuant to the terms of the Agreement.

Macon-Bibb County		MAINLINE INFORMATION SYSTEMS, INC.	
BY:	_____ *(AUTHORIZED SIGNATURE)*	BY:	_____ *(AUTHORIZED SIGNATURE)*
NAME:	_____ *(PRINT NAME)*	NAME:	_____ *(PRINT NAME)*
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

RQ#192

Master Services Agreement

MSA Number: MIS-S070914-MC

THIS MASTER SERVICES AGREEMENT ("Agreement") effective as of 7/7/2014, is made between Mainline Information Systems, Inc., a Florida corporation ("MAINLINE"), having its principal place of business at 1700 Summit Lake Drive, Tallahassee, Florida 32317 and Macon-Bibb County ("CLIENT") having its principal place of business at 617 Mulberry St, Macon, GA 31201(each a "Party" and collectively, the "Parties").

WHEREAS, CLIENT desires to purchase from MAINLINE and MAINLINE desires to provide to CLIENT, from time to time, the Services as further defined herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **SCOPE OF AGREEMENT.**

1.1 This Agreement is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by MAINLINE to CLIENT during the term of this Agreement. Each SOW shall incorporate all the terms and conditions of this Agreement. This Agreement shall prevail over any inconsistent terms contained in any SOW. Notwithstanding the foregoing, prices, quantities, dates, schedules, and places shall be fixed by the SOW(s). All Services furnished hereunder shall be for CLIENT's and its Affiliates' internal use within the Territory.

2. **DEFINITIONS.**

2.1 "Affiliate" shall mean any entity in which the other entity owns and controls more than fifty percent (50%) of the voting interests;

2.2 "Confidential Information" shall mean secret processes, trade secrets, customer lists, personnel statistics, pricing methods, techniques, inventions, product/service specifications, ideas, processes, prototypes, models, drawings, marketing plans, financial data, computer programs and computer software;

2.3 "Consulting Methodology" shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions and tools (including computer hardware and software where applicable) and any enhancements thereto, that Mainline uses to produce the Work Product under a SOW and which are not uniquely related to the project described in the SOW.

2.4 "Services" shall mean certain tasks and services to be provided by MAINLINE under this Agreement, such as but not limited to maintenance, engineering, installation, staging, training, data management, program management, testing and technical assistance;

2.5 "Statement of Work" shall mean the detailed description of Services to be performed as described on an executed Statement of Work ("SOW");

2.6 "Territory" shall mean the continental United States;

100.1535.1001.522200.009 (Software)

total $23,100.00

2.7 "Work Product" shall mean all reports, studies, flow charts, diagrams, data, documentation, or any other items identified as a deliverable in an applicable SOW, which are produced by or as a result of the Services. Excluded from the definition of Work Product is Consulting Methodology.

3. **SCOPE OF SERVICES/CHANGE ORDERS.**

3.1 MAINLINE will perform the Services set forth in the SOW. The SOW shall include, but not be limited to, a description of the nature, the scope, and an estimated schedule for the Services to be provided, the time within which the Services will be provided and all other terms and conditions relating to the Services as agreed to by the Parties.

3.2 From time to time, CLIENT may request changes to a SOW by providing MAINLINE with a written request that describes the desired change (a "Change Order"). MAINLINE will provide CLIENT with a quotation which specifies the applicable increase or decrease in the cost or the time required.

3.3 Any Change Order must be mutually agreed upon by both CLIENT and MAINLINE in writing. CLIENT shall designate an authorized CLIENT representative for making changes to a SOW, and MAINLINE shall designate an authorized MAINLINE representative.

3.4 In the event CLIENT requests or orders suspension of Services, for CLIENT's convenience, MAINLINE shall be granted schedule relief and be entitled to payment from CLIENT of the additional costs incurred by MAINLINE as a result of the suspension of performance. Such additional costs shall include, but not be limited to, all reasonable costs incurred a) by individuals employed or subcontracted by MAINLINE during the contract period such personnel are idle, b) in the redeployment of personnel to other MAINLINE's clients, and c) for deployment or substitution of personnel performing the Services.

4. Intentionally Reserved.

5. **PRICE/INVOICING/PAYMENT TERMS.**

5.1 The purchase price for Services ("Purchase Price") shall be as agreed by MAINLINE and CLIENT in the Statement of Work.

5.2 CLIENT agrees to make payment in full to MAINLINE for all amounts due according to MAINLINE's invoice within thirty (30) days from date of invoice. CLIENT also agrees to pay interest on all amounts that become past due. Interest will be charged as one and a half percent (1 ½%) per month or the highest rate allowed by law, whichever is greater. If CLIENT should default on any payment(s), MAINLINE shall have the right to declare all invoice amounts immediately due and payable without notice to CLIENT. Additionally, CLIENT will be responsible for all collection costs and attorney fees incurred to collect any delinquent amount.

5.3 MAINLINE will keep accurate records pertaining to the provision of Services under a SOW for at least two (2) years from the completion of all such Services. All such records will be available for inspection by CLIENT, at a mutually agreeable time, at MAINLINE's principal place of business.

6. ADDITIONAL CHARGES

6.1 CLIENT shall pay all sales and other taxes, however designated, (except taxes based upon the income of MAINLINE) which are levied or imposed by reason of the transactions contemplated herein.

6.2 CLIENT will reimburse MAINLINE for all reasonable business expenses including, but not limited to, travel and out-of-pocket expenses incurred by MAINLINE for the provision of Services to CLIENT under a SOW.

7. USE OF CONFIDENTIAL INFORMATION.

7.1 Both Parties acknowledge that this Agreement creates a relationship of confidence and trust between MAINLINE and CLIENT with respect to the business of both Parties, including, but not limited to, both Parties' Confidential Information. Confidential Information shall only be used by the receiving Party in its performance under this Agreement and shall not be disclosed by the receiving Party except to those employees and independent contractors who have a need to know and who have agreed in writing to maintain the confidentiality of the Confidential Information as required herein. CLIENT shall use MAINLINE's Confidential Information only to order, evaluate, use, and maintain the Services furnished hereunder. The receiving Party shall (i) not reproduce or copy the Confidential Information in whole or in part, except as authorized in this Agreement or when requested by the disclosing Party; (ii) at the disclosing Party's written instruction, return or destroy the Confidential Information upon the termination of this Agreement or when requested to do so; or (iii) disclose the Confidential Information pursuant to a requirement of a duly empowered governmental agency or court of competent jurisdiction after due notice and adequate opportunity to intervene is given to the disclosing Party unless legally prohibited. The foregoing restrictions and obligations shall not apply to information that (i) is available to the public through no wrongful act of the receiving Party; (ii) is already in the possession of the receiving Party and not subject to any agreement of confidence between the Parties; (iii) is received from a third party; or (iv) is independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information. Both Parties shall maintain and not alter or remove any trademark, notice of proprietary rights, copyright or other identification which indicates the other Party's ownership interests in any Confidential Information. Each Party shall notify the other Party promptly and in writing of any unauthorized knowledge, possession, distribution, or use of any Confidential Information. The licensing or distribution of software incorporating processes or techniques that are not readily ascertainable from the normal use of the software does not constitute a public disclosure of such processes or techniques. The receiving Party agrees that, in addition to all other remedies provided at law or in equity, the disclosing Party shall be entitled to injunctive relief hereunder. The obligations of this provision shall survive for two (2) years after any termination or expiration of this Agreement.

8. **REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY.**

8.1 MAINLINE warrants and represents that it shall comply with all applicable federal, state and local laws, regulations and rules and provide Services in a good and workmanlike manner, in accordance with generally accepted practices and procedures and in accordance with all technical specifications as contained in any SOW.

8.2 **EXCEPT AS PROVIDED ABOVE OR PURSUANT TO ANY SOW, MAINLINE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THOSE SERVICES PROVIDED HEREUNDER. FURTHER, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAINLINE DISCLAIMS ALL WARANTIES, EXPRESS, IMPLIED AND STATUTORY, WITH RESPECT TO ANY THIRD PARTY PRODUCTS, SOFTWARE, INFORMATION OR MATERIALS ASSOCIATED WITH ANY SOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, ERROR-FREE SERVICE, UNINTERRUPTED SERVICE, NON-INFRINGEMENT, TITLE AND NON-INTERFERENCE.**

8.3 **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, ANY LOSSES OR DAMAGES AS A RESULT OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF (1) THE TOTAL SUM THUS FAR PAID, WITH RESPECT TO THE PARTICULAR SOW WHICH, UNDER THIS AGREEMENT, GAVE RISE TO THE LOSSES OR DAMAGES, (2) THE ACTUAL DAMAGES SUSTAINED, OR (3) ONE HUNDRED THOUSAND DOLLARS ($100,000).**

8.4 **UNDER NO CIRCUMSTANCES WILL MAINLINE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN ACTION ARISING IN CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF MAINLINE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.**

9. **INTELLECTUAL PROPERTY.**

9.1 Unless otherwise agreed in an applicable SOW, all Work Product developed for CLIENT pursuant to this Agreement shall be the sole and exclusive property of CLIENT, upon MAINLINE'S receipt of payment for such Services. Thereafter, CLIENT shall own all right, title and interest in the Work Product. Notwithstanding the foregoing, MAINLINE may develop and license work product similar to CLIENT's Work Product without any restrictions so long as such work product excludes any Client Confidential Information. All rights, title, and interest in and to the Consulting Methodology remain the property of MAINLINE. MAINLINE retains full ownership of the Consulting Methodology and is free to use the Consulting Methodology in future projects. To the extent that any Work Product incorporates Consulting Methodology, MAINLINE hereby grants to CLIENT a non-exclusive, perpetual, revocable, worldwide, royalty-free, transferable license to use, execute, reproduce, display, perform, and distribute, among CLIENT and its Affiliates only, copies of the Consulting Methodology.

10. RELATIONSHIP OF THE PARTIES AND INSURANCE.

10.1 The Parties are independent contractors and neither Party is an employee, agent, partner, or joint venture of the other Party. Neither Party shall have the right to bind the other Party to any agreement with a third party or to incur any obligation or liability on behalf of the other Party. Each Party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement, and each Party shall have some responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel. Each Party assumes full responsibility for the acts of all its subcontractors.

10.2 MAINLINE maintains the following insurance coverage: (i) commercial general liability insurance with limits of $1,000,000 each occurrence and $1,000,000 general aggregate; (ii) business automobile liability insurance covering all vehicles used in the operations of MAINLINE with limits of liability of $500,000 combined single limit for bodily injury and property damage, (iii) workers' compensation insurance as required by laws and regulations applicable to and covering employees of MAINLINE performing under this Agreement; (iv) employers liability for employee bodily injury arising out of the master-servant relationship with limits of $500,000 for each accident; and (v) professional liability insurance of $1,000,000 each occurrence.

Except for the Workers Compensation and Professional Liability policies, and where not permitted by law or regulation, CLIENT shall be listed (or "included") as an additional insured on each policy with respect to losses or claims referred to herein. Upon written request, CLIENT shall be provided with a certificate of insurance providing evidence thereof. MAINLINE shall immediately notify CLIENT of any cancellation notice received from any of the insurance carriers.

10.3 Both MAINLINE and CLIENT are free to enter into similar agreements with others, set their own prices, and conduct their business in whatever way they choose, provided that there is no interference with performing the obligations under this Agreement.

11. TERM AND TERMINATION.

11.1 This Agreement will commence on the date set forth above and shall remain in full force, unless earlier terminated by either Party in accordance with the terms and conditions of this Agreement.

11.2 Either Party will have the right to terminate this Agreement, in whole, including any or all SOWs, if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach, except payment obligations, for which there is no cure period; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other Party

becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing; or (iv) the other Party ceases to do business, or otherwise terminates its business operations.

11.3 Either Party may terminate the Agreement without cause by providing the other Party with written notification thirty (30) days prior to the effective date of such termination.

11.4 Upon termination, CLIENT will pay MAINLINE those amounts due to MAINLINE. CLIENT will also reimburse those expenses of MAINLINE which were incurred prior to termination. In addition to such reimbursement of expenses, should CLIENT terminate a SOW, in whole or in part, less than seven (7) calendar days prior to the date MAINLINE is scheduled to commence performance of Services, then CLIENT shall pay MAINLINE a termination fee as set forth in the SOW or, if no such fee is specified in the SOW, a termination fee of 15% of the price of the Services terminated, which CLIENT hereby agrees to pay.

12. NON-SOLICITATION OF EMPLOYEES.

12.1 For the term of this Agreement and for a period of twelve (12) months following the expiration of the same (the "Non-solicitation Period"), both parties agree not to directly solicit or seek to influence, induce, or attempt to induce any person employed or contracted by the other party for the purposes of employment or contract without express written permission of the other party. During the Non-solicitation Period, if CLIENT hires a person employed or contracted by MAINLINE without MAINLINE's written consent, then CLIENT will pay to MAINLINE, as liquidated damages, an amount equivalent to seventy-five percent (75%) of such person's starting annual salary, unless otherwise agreed. Such liquidated damages shall be paid by CLIENT to MAINLINE within thirty (30) days following the date upon which the person begins his or her new employment relationship. Notwithstanding the foregoing, this Section 12.1 shall not preclude either party from hiring any person employed by the other party where such person independently responds to an employment opportunity transmitted by the other party to the general public (such as newspaper, magazine, broadcast, Internet, or employment agencies).

13. NOTICES.

13.1 All notices (including requests, consents or waivers) made under this Agreement shall be in writing and sent by courier, prepaid registered mail, or delivered by hand. MAINLINE will send notices to the CLIENT at the address listed at the beginning of this Agreement. CLIENT will send notices to MAINLINE as follows: Corporate Counsel, 1700 Summit Lake Drive, Tallahassee, Florida 32317. Either Party may change its notice address by proper notice to the other Party.

14. INDEMNIFICATION.

14.1 Subject to limitations on liability contained in this Agreement, MAINLINE shall defend, indemnify and hold CLIENT, its agents, employees, affiliates, officers and directors, harmless from and against any third party claim relating to bodily injury or damage to tangible personal property or real property (including reasonable attorneys' fees), proximately caused by MAINLINE's negligent performance under this Agreement and any SOW, provided: (1) CLIENT notifies MAINLINE promptly in writing of any such claim; (2) CLIENT provides reasonable assistance in defending the action; and (3) MAINLINE has the sole right to control the defense of such suit provided, however, MAINLINE shall not enter into a settlement agreement or judicial decree without CLIENT's consent which consent shall not be unreasonably withheld.

14.2 Subject to limitations of liability contained in this Agreement, CLIENT shall defend, indemnify and hold MAINLINE, its agents, employees, affiliates, officers and directors harmless from and against any third party claim relating to bodily injury or damage to tangible personal property or real property (including reasonable attorneys' fees), proximately caused by CLIENT's negligent performance under this Agreement and any SOW, provided: (1) MAINLINE notifies CLIENT promptly in writing of any such claim; (2) MAINLINE provides reasonable assistance in defending the action; and, (3) CLIENT has the sole right to control the defense of such suit provided, however, CLIENT shall not enter into a settlement agreement or judicial decree without MAINLINE's consent which consent shall not be unreasonably withheld.

15. GENERAL PROVISIONS

15.1 FORCE MAJEURE. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, or strikes (each a "force majeure event"), provided that such Party gives prompt written notice thereof to the other Party. The time for performance will be extended for a period equal to the duration of the force majeure event.

15.2 GOVERNING LAW/VENUE. Exclusive venue for any dispute shall be Leon County, Florida. The applicable law governing this Agreement shall be Florida law. THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, ACTIONS, PROCEEDING, OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

15.3 DISPUTE RESOLUTION. In the event of a dispute between the Parties related to this Agreement or a deliverable listed in a specific SOW under this Agreement, the Parties shall attempt to resolve the dispute between the operations personnel of the Parties. Failing resolution at that level, the Parties shall refer the dispute to management who will meet, by phone or in person, to resolve the dispute. If after thirty (30) days following referral of the dispute to management the dispute remains unsettled, either Party may file a legal action, subject to Section 15.2, above.

15.4 SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid, or unenforceable

under present or future laws effective during the term of this Agreement, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.

15.5 PARAGRAPH HEADINGS AND INTERPRETATION. The paragraph headings contained herein are for reference only and will not be considered substantive parts of this Agreement. The use of the singular or plural shall include the other form. Similarly, when applicable, a reference to one gender shall include the other.

15.6 NO WAIVER. Upon a Party's breach or default hereunder, the other Party's failure, whether single or repeated, to exercise a right hereunder shall not be deemed to be a waiver of that right as to any future breach or default.

15.7 EXCLUSIVE REMEDIES. Each Party agrees that the remedies set forth herein shall be the exclusive remedies available to each Party.

15.8 ASSIGNMENT. Neither Party may assign this Agreement or any rights granted in this Agreement to any third party in whole or in part, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld.

15.9 TRADEMARKS. Neither Party shall, at any time, utilize the other's name or any trademark(s), service mark(s) or trade name(s) in any advertising or publicity without the prior written consent of the other.

15.10 COMPLIANCE WITH LAWS. Each Party shall, at its own expense, comply with any governing law, statute, ordinance, administrative order, rule or regulation relating to its duties, obligations and performance under this Agreement and shall procure all licenses and pay fees and other charges required thereby.

15.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same instrument.

15.12 SURVIVAL. Sections 5 through 9, 12, 14, 15.2, 15.3, 15.7 and 15.9 shall survive any termination or expiration of this Agreement.

15.13 COMPLETE AGREEMENT. This Agreement constitutes the exclusive and entire agreement between the Parties with respect to its subject matter, and as of the effective date, supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, relating to its subject matter. Any unilateral terms or conditions on any materials that CLIENT regularly uses (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the Parties' legal rights and responsibilities as they pertain to products or services provided by MAINLINE. The Parties agree that unless other terms are specifically acknowledged or initialed by a MAINLINE officer, or an employee to whom

MAINLINE's Board of Directors has delegated the authority to sign contracts on behalf of MAINLINE, the terms and conditions found herein shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date indicated below.

CLIENT: Macon-Bibb County

By: _____
Authorized Signature

Name: DALE M. WALKER
Print Name

Title: COUNTY MANAGER

Date: 7/31/14

MAINLINE INFORMATION SYSTEMS, INC.

By: _____
Authorized Signature

Name: _____
Print Name

Title: _____

Date: _____

Please Return Entire Document (All Pages) to:	
Services Contracts Administrator MAINLINE INFORMATION SYSTEMS, INC. 1700 Summit Lake Drive Tallahassee, FL 32317	Fax: 888-242-9497 Email: Services.Contracts@Mainline.com Website: www.mainline.com

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Statement of Work

SUPPORT SERVICES

MACON - BIBB COUNTY
07/07/2014
MSR #31666-07072014

Overview:

MAINLINE will provide a combination of onsite and remote system programming support to enable CLIENT's staff to focus on new initiatives and business goals. MAINLINE offers four (4) levels of Managed Services, depending on CLIENT's needs: Level 1 – Advise Services; Level 2 - Assist Services; Level 3 -Administer Services; and Level 4 – Administer Plus Services (collectively the "Managed Services"). MAINLINE will work with CLIENT to determine which level is most appropriate for CLIENT's needs based upon the Description of Managed Services table below:

DESCRIPTION OF MANAGED SERVICES	Advise	Assist	Administer	Administer Plus
Statement of Work Term (in Months)	12	12	12	12
Minimum Allotment of Hours per Year	50	100	240 [1]	480 [1]
Invoicing	Prepay [2]	Prepay [2]	Monthly [3]	Monthly [3]
Welcome call to provide CLIENT an overview of Service expectations & engagement process.	X	X	X	X
Point of Contact - Mainline Resource	X	X	X	X
Remote administration support: Monday-Friday 8am-5pm, CLIENT local time ("Standard Hours")	X	X	X	X
Analysis & recommendations regarding best course of action	X	X	X	X
Skill & knowledge transfer	X	X	X	X
Access to MAINLINE toll-free number	X	X	X	X
Access to MAINLINE online ticketing system	X	X	X	X
Scheduled maintenance	X	X	X	X
Health Check & Review / Standard Reporting	Single	Bi-Annual	Quarterly	Quarterly
Non Standard Hours Support [4]		X	X	X
24x7 Severity 1 support [5] (Non Severity 1 is provided during Standard Hours)		X	X	X
Status Reports		Quarterly	Monthly	Weekly
On-site Services offered [6]			X	X
Ongoing software installation support and upgrades			X	X
Development & maintenance of environmental documentation			X	X
Operational Documentation [7]			X	X
Dedicated subject matter experts				X
Report generation directed by CLIENT				X
Complex schedules to meet demand				Not Applicable

Notes:

1. Minimum Allotment of Support may be allocated on a monthly or annual basis, accordingly
   a. Monthly Basis Example: 20 hours per month for 12 months = Annual Allotment of Hours of 240
   b. Annual Basis Example: 240 hours to be consumed at CLIENT direction over the course of 12 months
2. Prepaid - Unused hours at end of year will not be reimbursed, nor reallocated to another project.
3. Administer or Administer Plus Services shall be invoiced on a monthly basis (see Note 1 above), accordingly:
   a. Invoicing Example for 1.a. above: CLIENT to be invoiced for 20 hours per month, plus any overages within a given month. Unused hours within any given month do not rollover to next month or to another project.
   b. Invoicing Example for 1.b. above: CLIENT to be invoiced each for hours consumed within the month. Unused Allotted hours will be invoiced in twelfth invoice and may not be applied to another project
4. Non Standard Hours Support require 2 weeks advance notice and are billed at the overage rate (see Pricing Section)
5. 24x7 Severity 1 support - Hours billed against Allotment (see Pricing Section)
6. On Site Support - 2 weeks advance notice required. Travel & Living will billed separately at actual cost.
7. Operational Documentation - Develop & maintain guide - I.E., DR Guides, IPL Procedures and Runbooks etc.

Presented by: David Jones
Account Executive
Phone #770-330-6345
David.Jones@Mainline.com

Statement of Work

SUPPORT SERVICES

MACON - BIBB COUNTY
07/07/2014
MSR #31666-07072014

Pricing & Terms

	Managed Services	Allotment Min Hours	Allotment (in Hours) Annual	Monthly	Per	Hourly Rate [1]	Payment Terms	Total
SERVICES	Advise	50		N/A	Year	$0	Pre-pay	$ -
	Assist	100	100	N/A	Year	$165	Pre-pay	$ 16,500
	Administer	240	N/A		Month	$0	$ - Monthly [2]	$ -
				N/A	Year	$0	Hours billed as consumed [3]	$ -
	Administer Plus	480+	N/A		Month	$0	$ - Monthly [2]	$ -
				N/A	Year	$0	Hours billed as consumed [3]	$ -
ESTIMATED TRAVEL & LIVING EXPENSES ($2,000 per trip) [4]								
							GRAND TOTAL [5, 6]	$ 16,500

PRICING NOTES:

1. If efforts exceed the Allotment defined above, CLIENT will be invoiced the Overage Hourly Rate which equals Hourly Rate + $10
2. Monthly Payment Terms for Monthly Allotment plus any overages incurred. Unused hours do not roll over to next month nor to another project. The start date for this SOW will begin the 1st of the following month, regardless of the date of signature. If CLIENT requires immediate support prior to the 1st of the month, hours consumed (in one-hour increments) prior to the 1st of the month shall be invoiced at the Hourly Rate above and added to the 1st month's invoice.
3. Hours billed monthly as consumed; Twelfth invoice to include any unused hours from Annual Allotment.
4. Travel & Living billed monthly at actual cost. ("Trip" = Minimum of three (3) to maximum of five (5) consecutive business days)
5. Unless otherwise stated, all pricing, quotes, and invoicing will be in US dollars.
6. Price is valid for 120 days and subject to applicable taxes.

Dependencies & Terms

- This SOW is subject to the terms and conditions of the Master Services Agreement, MSA#MIS-S070914-MC ("Agreement"), which is incorporated by reference. Additionally, CLIENT agrees to comply with the additional provisions set forth at http://mainline.com/sow.
- The SOW shall be in full force and effective for a period of twelve (12) months from the Start Date, unless otherwise earlier terminated in accordance with the terms and conditions of the Agreement.
- For PO driven accounts, CLIENT accepts financial responsibility for paying the Overage Hourly Rate and Travel & Living expenses incurred in any given month and will provide MAINLINE invoicing instructions. In the event that CLIENT is PO driven, then please return a copy of your PO along with this signed SOW.
- This SOW shall automatically renew for additional periods consisting of twelve (12) months until one party provides the other party with 90 days written notice of termination.
- CLIENT agrees MAINLINE may subcontract performance of any part of this SOW to subcontractors selected by MAINLINE.
- Per the Agreement any suspension, rescheduling, or termination of the Services may subject CLIENT to a fee.

IN WITNESS HEREOF, CLIENT and MAINLINE have caused this SOW to be executed by their duly authorized signatures.

MACON - BIBB COUNTY		MAINLINE INFORMATION SYSTEMS, INC.	
BY:	(AUTHORIZED SIGNATURE)	BY:	(AUTHORIZED SIGNATURE)
NAME:	DALE M. WACKER (PRINTED)	NAME:	(PRINTED)
TITLE:	COUNTY MANAGER	TITLE:	

IMPROVE SERVICE. MANAGE COST. REDUCE RISK.

Presented by: David Jones
Account Executive
Phone #770-330-6345
David.Jones@Mainline.com

Mainline INFORMATION SYSTEMS

DATE: _____ DATE: _____

Appendix

Not Applicable

Presented by: David Jones
Account Executive
Phone #770-330-6345
David.Jones@Mainline.com

Statement of Work

SUPPORT SERVICES

MACON - BIBB COUNTY
07/07/2014
MSR #31665-07072014

Overview:

MAINLINE will provide a combination of onsite and remote system programming support to enable CLIENT's staff to focus on new initiatives and business goals. MAINLINE offers four (4) levels of Managed Services, depending on CLIENT's needs: Level 1 – Advise Services; Level 2 - Assist Services; Level 3 -Administer Services; and Level 4 – Administer Plus Services (collectively the "Managed Services"). MAINLINE will work with CLIENT to determine which level is most appropriate for CLIENT's needs based upon the Description of Managed Services table below:

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Invoicing	Prepay [2]	Prepay [2]	Monthly [3]	Monthly [3]
Welcome call to provide CLIENT an overview of Service expectations & engagement process.	X	X	X	X
Point of Contact - Mainline Resource	X	X	X	X
Remote administration support: Monday-Friday 8am-5pm, CLIENT local time ("Standard Hours")	X	X	X	X
Analysis & recommendations regarding best course of action	X	X	X	X
Skill & knowledge transfer	X	X	X	X
Access to MAINLINE toll-free number	X	X	X	X
Access to MAINLINE online ticketing system	X	X	X	X
Scheduled maintenance	X	X	X	X
Health Check & Review / Standard Reporting	Single	Bi-Annual	Quarterly	Quarterly
Non Standard Hours Support [4]		X	X	X
24x7 Severity 1 support [5] (Non Severity 1 is provided during Standard Hours)		X	X	X
Status Reports		Quarterly	Monthly	Weekly
On-site Services offered [6]			X	X
Ongoing software installation support and upgrades			X	X
Development & maintenance of environmental documentation			X	X
Operational Documentation [7]			X	X
Dedicated subject matter experts				X
Report generation directed by CLIENT				X
Complex schedules to meet demand				See Appendix

Notes:

1. Minimum Allotment of Support may be allocated on a monthly or annual basis, accordingly
   a. Monthly Basis Example: 20 hours per month for 12 months = Annual Allotment of Hours of 240
   b. Annual Basis Example: 240 hours to be consumed at CLIENT direction over the course of 12 months
2. Prepaid - Unused hours at end of year will not be reimbursed, nor reallocated to another project.
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5. 24x7 Severity 1 support - Hours billed against Allotment (see Pricing Section)
6. On Site Support - 2 weeks advance notice required. Travel & Living will billed separately at actual cost.
7. Operational Documentation - Develop & maintain guide - I.E., DR Guides, IPL Procedures and Runbooks etc.

Presented by: David Jones
Account Executive
AE Phone #770-330-6345
David.Jones@Mainline.com

Statement of Work

SUPPORT SERVICES

MACON - BIBB COUNTY
07/07/2014
MSR #31665-07072014

Pricing & Terms

Discovery Phase:	$6,600 for 40 hours of Discovery work at $165.00 an hour Travel and Living Billed at Cost

PRICING NOTES:

1. If efforts exceed the Allotment defined above, CLIENT will be invoiced the Overage Hourly Rate which equals Hourly Rate + $10
2. Monthly Payment Terms for Monthly Allotment plus any overages incurred. Unused hours do not roll over to next month nor to another project. The start date for this SOW will begin the 1st of the following month, regardless of the date of signature. If CLIENT requires immediate support prior to the 1st of the month, hours consumed (in one-hour increments) prior to the 1st of the month shall be invoiced at the Hourly Rate above and added to the 1st month's invoice.
3. Hours billed monthly as consumed; Twelfth invoice to include any unused hours from Annual Allotment.
4. Travel & Living billed monthly at actual cost. ("Trip" = Minimum of three (3) to maximum of five (5) consecutive business days)
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- The SOW shall be in full force and effective for a period of twelve (12) months from the Start Date, unless otherwise earlier terminated in accordance with the terms and conditions of the Agreement.
- For PO driven accounts, CLIENT accepts financial responsibility for paying the Overage Hourly Rate and Travel & Living expenses incurred in any given month and will provide MAINLINE invoicing instructions. In the event that CLIENT is PO driven, then please return a copy of your PO along with this signed SOW.
- This SOW shall automatically renew for additional periods consisting of twelve (12) months until one party provides the other party with 90 days written notice of termination.
- CLIENT agrees MAINLINE may subcontract performance of any part of this SOW to subcontractors selected by MAINLINE.
- Per the Agreement any suspension, rescheduling, or termination of the Services may subject CLIENT to a fee.

IN WITNESS HEREOF, CLIENT and MAINLINE have caused this SOW to be executed by their duly authorized signatures.

MACON - BIBB COUNTY		MAINLINE INFORMATION SYSTEMS, INC.	
BY:	(AUTHORIZED SIGNATURE)	BY:	(AUTHORIZED SIGNATURE)
NAME:	DALE M. WALKER (PRINTED)	NAME:	(PRINTED)
TITLE:	COUNTY MANAGER	TITLE:	
DATE:	7/31/14	DATE:	

Presented by: David Jones
Account Executive
AE Phone #770-330-6345
David.Jones@Mainline.com

Appendix

Discovery Phase: CLIENT requested an evaluation of their environment before the Managed Services are performed. Mainline recommends forty (40) hours, consisting of three (3) days onsite and two (2) days remote work to document exposures and determine what needs to be done for the VSE software upgrade before performing the work. Travel and Living will be billed at cost to CLIENT.

Presented by: David Jones
Account Executive
AE Phone #770-330-6345
David.jones@Mainline.com

SPONSOR: COMMISSIONER GARY BECHTEL

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, AMENDING CHAPTER 4 ALCOHOLIC BEVERAGES OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO MAKE THE DISTANCE REQUIREMENTS FOR THE SALE OF WINE AND MALT BEVERAGES NEAR CHURCHES CONSISTENT WITH STATE LAW; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to amend Section 4-122 of the Macon-Bibb County Code of Ordinances to make the distance requirements related to the sale of wine and malt beverages consistent with state law;

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

Section 1.

Paragraph (a) of Sec. 4-122., titled "Distances from Certain Uses," of Chapter 4 is amended by deleting the stricken text as follows:

Sec. 4-122. Distances from certain uses.

(a) No license for retail sales of wine and malt beverages shall be issued under this article where the location of the business is within 300 feet of any of the following: a ~~church,~~ school ground, school building, or college campus, an alcoholic treatment center, or a public library or any branch thereof. The distance prescribed in this section shall be measured in a straight line from the nearest corner of the building housing the place of business to the nearest corner of the building housing such church, library or branch, or to the nearest corner of the school ground or college campus.

Section 2. Severability.

Should any section, subsection, clause, sentence, phrase, or part of this Ordinance for any reason be held, deemed, or construed to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions thereof and the Macon-Bibb County Commission hereby declares that it would have passed this Ordinance, each section, subsection, clause, sentence, phrase, and part thereof irrespective to the fact that one or more sections, subsections, clauses, sentences, phrases, or parts thereof, be declared unconstitutional or invalid.

Section 3. Effective Date and Repealer Provision.

This Ordinance shall become effective immediately upon its adoption and any and all existing or pre-existing Macon-Bibb County alcohol ordinances, amendments, and resolutions in conflict with the terms of this Ordinance are hereby repealed.

SO ORDAINED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF THE COMMISSION

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE HAZARD MITIGATION ASSISTANCE GRANT AWARD IN THE AMOUNT OF $24,000 WITH A FEDERAL SHARE OF $18,000 AND LOCAL (IN KIND) MATCH OF $6,000 FROM THE FEDERAL EMEGENCY MANAGEMENT AGENCY AWARDED TO THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Hazard Mitigation Award is funded by the Federal Emergency Management Agency Grant and provides funding to update the Macon-Bibb County Multi-Jurisdictional Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000; and

WHEREAS, the Macon-Bibb County Emergency Management Agency (EMA) has been awarded in the amount of $24,000 with a Federal Share of $18,000 and a Local (In Kind) Match of $6,000; and

WHEREAS, the grant funds associated with the Hazard Mitigation Award may be used to provide contractor and labor fees to update Macon-Bibb County's Multi-Jurisdictional Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Hazard Mitigation Assistance Grant in the amount of $24,000 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate acceptance of the said grant.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

CHARLEY ENGLISH
DIRECTOR

November 17, 2014

Honorable Robert Reichert
Chairman
Bibb County Board of Commissioners
700 Poplar Street, Room 201
Macon, Georgia 31201

Dear Commissioner Reichert:

On behalf of Governor Nathan Deal, it is my pleasure to inform you that a Hazard Mitigation Assistance (HMA) Award has been approved by the Federal Emergency Management Agency. The grant will be used to update the Bibb County Multi-Jurisdictional Hazard Mitigation Plan to meet the federal requirements of the Disaster Mitigation Act of 2000. The total approved cost is $24,000 with a federal share of $18,000, and a local share of $6,000.

These funds are subject to the execution of the enclosed Grantee-Subgrantee Agreement. Please sign and return both copies of the agreement, and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Terry Lunn, Hazard Mitigation Division Director, at (404) 635-7016.

Sincerely,

Terry Ball
for Charley English

ce/dl
Enclosures
cc: Donald L. Pruitt , Director
Bibb County Emergency Management Agency
Ed Westbrook, Area Coordinator
Georgia Emergency Management Agency

RECEIVED
NOV 2 9 2014
OFFICE OF THE MAYOR

EMAP Accredited

Post Office Box 18055 • Atlanta, Georgia • 30316-0055
(404) 635-7000 • Toll-free in Georgia 1-800-TRY-GEMA • www.gema.ga.gov

SPONSORED BY

Robert A.B. Reichert, Mayor

COMMITTEE REPORT

	Yes	No

ACTION TAKEN AND DATE:

RECOMMEND: _____

(Approved/Disapproved/Approved as Amended)

Date

APPROVED AS TO FORM BY COUNTY ATTORNEY

Budget and Strategic Planning, Julie Moore

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE HAZARD MITIGATION ASSISTANCE GRANT AWARD IN THE AMOUNT OF $24,000 WITH A FEDERAL SHARE OF $18,000 AND LOCAL (IN KIND) MATCH OF $6,000 FROM THE FEDERAL EMEGENCY MANAGEMENT AGENCY AWARDED TO THE MACON-BIBB COUNTY EMERGENCY MANAGEMENT AGENCY; AND FOR OTHER PURPOSES.

Referred to the Committee on _____

Date: _____

REPORT

Rendered _____

and _____

VOTE

	Yes	No	Abstain	Absent
Bechtel				
Schlesinger				
Lucas				
Jones				
Bivins				
DeFore				
Shepherd				
Watkins				
Tillman				
Mayor Reichert				
Total:				

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE STATE OF GEORGIA ACCOUNTABILITY COURTS FUNDING SUPPLEMENTAL GRANT AWARD IN THE AMOUNT OF $18,811 WITH A STATE SHARE OF $16,930 AND LOCAL (IN KIND) MATCH OF $1,881 FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL AWARDED TO THE MACON JUDICIAL CIRCUIT MENTAL HEALTH COURT; AND FOR OTHER PURPOSES.

WHEREAS, the Accountability Court Award is funded by the Accountability Court Grant and provides funding to the Macon Judicial Circuit Mental Health Court; and

WHEREAS, the Macon Judicial Circuit Mental Health Court has been awarded in the amount of $18,811 with a State Share of $16,930 and a Local (In Kind) Match of $1,881; and

WHEREAS, the grant funds associated with the Accountability Court Award may be used to provide group MRT services, drug testing services, and supplies for the Macon Judicial Circuit Mental Health Court; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by authority of the same that the acceptance of the Accountability Courts Grant in the amount of $18,811 is hereby authorized and that the Mayor shall be authorized to take any and all actions necessary to effectuate acceptance of the said grant.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION

NATHAN DEAL
GOVERNOR

JACQUELINE BUNN
EXECUTIVE DIRECTOR

November 21, 2014

Judge Verda Colvin
Macon-Bibb County Mental Health Court
780 3rd Street
Macon, GA 31201

Dear Judge Colvin,

Congratulations! I am pleased to inform you that the Accountability Court Grant Funding Committee has awarded a supplementary grant to Macon-Bibb County Mental Health Court the in the amount of $16,930. This grant is effective January 1, 2015.

Enclosed is the supplemental award document that must be signed by the authorized official and returned to the Criminal Justice Coordinating Council at the following address:

Accountability Court Grant
Criminal Justice Coordinating Council
104 Marietta Street, Suite 440
Atlanta, GA 30303

If you have any questions regarding this award or the administration of your project, please feel free to contact **Ursula Kelley (404) 657-1968** or ursula.kelley@cjcc.ga.gov. I look forward to working with you and thank you for your service to the State of Georgia.

Sincerely,

Jacqueline Bunn
Executive Director

SPONSORED BY

Robert A.B. Reichert, Mayor

COMMITTEE REPORT

	Yes	No

ACTION TAKEN AND DATE:

RECOMMEND: _____

(Approved/Disapproved/Approved as Amended)

Date

APPROVED AS TO FORM BY COUNTY ATTORNEY

Budget and Strategic Planning, Julie Moore

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF THE STATE OF GEORGIA ACCOUNTABILITY COURTS FUNDING SUPPLEMENTAL GRANT AWARD IN THE AMOUNT OF $18,811 WITH A STATE SHARE OF $16,930 AND LOCAL (IN KIND) MATCH OF $1,881 FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL AWARDED TO THE MACON JUDICIAL CIRCUIT MENTAL HEALTH COURT; AND FOR OTHER PURPOSES.

Referred to the Committee on _____

Date: _____

REPORT

Rendered _____

and _____

VOTE

	Yes	No	Abstain	Absent
Bechtel				
Schlesinger				
Lucas				
Jones				
Bivins				
DeFore				
Shepherd				
Watkins				
Tillman				
Mayor Reichert				
Total:				

Tuesday, December 23, 2014
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

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

1. APPROVAL OF MINUTES

Subject	**A. Approval of Minutes From Meeting on December 9, 2014**
Meeting	Dec 23, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category	1. APPROVAL OF MINUTES
Access	Public
Type	Minutes

File Attachments
12-9-2014.pdf (382 KB)

2. APPOINTMENT / REAPPOINTMENTS TO BOARDS, COMMISSIONS AND AUTHORITIES

Subject	**A. A Resolution To Re-Appoint Commissioner Gary Bechtel and Gene Dunwody, Sr. To the Macon Economic Development Commission**
Meeting	Dec 23, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category	2. APPOINTMENT / REAPPOINTMENTS TO BOARDS, COMMISSIONS AND AUTHORITIES
Access	Public
Type	Action

File Attachments
12-23-2014 - Res Reappoint Mr Bechtel Mr Dunwoody EDC.pdf (443 KB)

Subject	**B. A Resolution To Re-Appoint Violet Poe To The Macon-Bibb County Transit Authority**
Meeting	Dec 23, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category	2. APPOINTMENT / REAPPOINTMENTS TO BOARDS, COMMISSIONS AND AUTHORITIES

Access Public

Type Action

File Attachments

12-23-2014 - Res Reappont Ms Poe to MTA.pdf (441 KB)

Subject **C. A Resolution To Appoint Tom Sands And To Re-Appoint Gene Dunwody, Jr. To The Macon-Bibb County Urban Development Authority**

Meeting Dec 23, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category 2. APPOINTMENT / REAPPOINTMENTS TO BOARDS, COMMISSIONS AND AUTHORITIES

Access Public

Type Action

File Attachments

12-23-2014 - Res Appoint Mr Sands reappoint Mr Dunwody UDA.pdf (496 KB)

3. LOCOMOTIVE #509

Subject **A. Discussion of Locomotive #509**

Meeting Dec 23, 2014 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

Category 3. LOCOMOTIVE #509

Access Public

Type Discussion

ATTACHMENT 1.A

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

December 9, 2014

The Economic and Community Development Committee was called to order by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:

Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Virgil Watkins
Commissioner Al Tillman
Commissioner Ed DeFore

COMMITTEE MEMBER ABSENT

NEWS MEDIA:
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58
Anita Oh, WMAZ TV

VISITORS/GUESTS:
Mike Cranford, Fort Hawkins Commission
Leroy Thomas, Community Activist
Wimberly Treadwell, Wimberly Treadwell Design
Clay Murphey, SPLOST Coordinator
Dr. Andrew Silver, Friends of Tattnall Square Park
Charise Stephens, Friends of Tattnall Square Park
Nyesha Daley, Director of Procurement

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Judd Drake, County Attorney
Charles Coney, Asst. County Manager
Shelia Thurmond, Clerk of Commission
Janice Ross, Training and Events Coordinator
Chris Floore, Asst. to County Manager
Jean Howard, Asst. Clerk of the Commission
Dale Walker, County Manager
Opie Bowen, Assistant County Attorney
Steve Layson, Assistant County Manager
Crystal Jones, Sr. Assistant County Attorney
Reginald McClendon, Assistant County Attorney
Julie Moore, Assistant to the County Manager
Doc Dougherty, Director of Recreation
Reggie Moore, Asst. Director of Recreation
Keith Moffett, Director of E911

1. Approval of Minutes from meeting on November 25, 2014

   ACTION:

   On motion of Commissioner DeFore, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Lucas and Watkins voting in the affirmative, the minutes of November 25, 2014 were approved.

2. Creating 501 ©(3) Non-Profit Corporations

   A. Sister Cities Commission

Keith Moffett discussed the need to establish a 501(c)(3) for the Sister Cities Commission. The organization has been funded at the $10,000 level for the last several years. Mayor Reichert stated that Sister Cities Organization was a twenty year old organization that had a good working relationship with the former City and with many sister cities such as Mâcon, France, Elmina, Ghana and Kurobe, Japan. Due to all funds having to be run through the government, many organization are reluctant to help fund the Sister Cities Commission. Keith believes if they could establish a 501(c)(3) that soliciting funds would become easier. The group would then become an independent outside agency with the control going to the Sister City Commission. Judd Drake stated that he would assist in drawing up the documents needed to create the new non-profit corporation.

ACTION

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, DeFore and Schlesinger voting in the affirmative, the resolution endorsing the creation of a 501(c)(3) Non-Profit Corporation to replace the existing Sister Cities Commission for the purpose of fundraising for and supporting Sister cities activities in Macon-Bibb County and authorizing the County Attorney's Office to assist in the establishment of said non-profit corporation was approved.

B. Fort Hawkins Commission

Mike Cranford stated just as the Sister Cities Commission, Fort Hawkins Commission has the same difficulty with fundraising. NewTown Macon has offered to assist with $1,500 in legal fees to help establish the 501(C)(3). Mr. Cranford stated that although, presently, they only have programs on the weekend with a successful fundraising campaign, they could offer programs during the week. At the present time, the organization has no money to complete the fiscal year. The cost per month is $2,000 to run the program. Commissioner Schlesinger stated that an additional funding request would need to be brought back at a different time. Mayor Reichert stated that the property would remain the property of the government and Macon-Bibb County would contract with the 501(c)(3) organization for operations of Fort Hawkins.

ACTION

On motion of Commissioner Tillman, seconded by Commissioner Watkins and carried unanimously with Commissioner Lucas, DeFore and Schlesinger voting in the affirmative, endorsing the creating of a 501(C)(3) Non-Profit Corporation to replace the existing Fort Hawkins Commission for the purpose of fundraising for and authorizing the County Attorney's Office to assist in the establishment of said non-profit corporation was approved.

3. Daisy Park

Wimberly Treadwell, Wimberly Treadwell Design, presented a conceptual drawing for improvements to Daisy Park. She stated there are three parks in downtown Macon, Daisy Park, High Street Park and Tower Park. Daisy Park, by far, is the most active park. Jay's Hope has contributed funds to build a splash pad at the Park. The splash pad would be constructed with brick and granite. Wimberly stated that several community meetings have been held and the community would like to see the top part of Daisy Park Road closed so as to slow traffic down. She has the support of the Medical Center to close the top part of the road. Signs have been placed informing the public and giving them a chance to voice their opinion. The basketball court, that, when constructed, was a tennis court, will be demolished

and the appropriate size basketball court will be constructed. There will be a play pad for children.

4. Senior Citizens Center

Reggie Moore, Assistant Director of Recreation, presented an update on the location for the new Senior Citizens Center. He stated that the seniors had recently traveled to the Bloomfield/ Gilead Park location and were pleased with the location. There is room for a cultural arts center, classrooms for STEM programs, a gym, and ball fields. The class rooms could be used for sewing, music, arts and crafts, computer, cards and games. There will also be room for a chapel and TV / media room. The seniors also requested a kitchen, outdoor garden and an outdoor fitness center in their new facility. The Bloomfield / Gilead Park location has room for all of these activities. The current Senior Citizens Center has 15,000 square feet; the new location will have 26,000 square feet. It also gives the youth and seniors an opportunity to interact. Reggie continued that the seniors, who had taken the tour, were excited about the location. Mayor Reichert stated if the Commissioners endorsed the site location for the new senior citizens center the next step would be to hire an architect for a conceptual drawing.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried unanimously with Commissioner Tillman, DeFore and Schlesinger voting in the affirmative, the Committee endorsed the Bloomfield / Gilead recreation site as the new location for the Senior Citizens Center.

5. Tattnall Square Park

Mayor Reichert welcomed Dr. Andrew Silver, who presented a conceptual drawing of the fountain, pool and landscaping proposed for Tattnall Square Park. The fountain is based on its twin, which is located at 3rd Street Park. The Friends of Tattnall Square Park have raised the required $300,000 needed to complete the Fountain Project with the help of Mercer University and the Knight Foundation. Mayor Reichert mentioned that the cost of maintenance for the Fountain would be approximately $16,500 a year. After a conversation with President Underwood of Mercer University, he stated that Mercer University would assume the cost of maintenance on the Fountain. President Underwood stated that although he acknowledges that the Park belongs to government it is also the gateway to Mercer and they would like to see it restored. Commissioner Bechtel stated that he would like to see a Memorandum of Understanding with Mercer University for the maintenance of the fountain while Commissioner Jones suggested a contract. The County Attorney will proceed with the necessary paperwork.

ACTION

On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioner Lucas, Tillman and Schlesinger voting in the affirmative, The Friends of Tattnall Square Park are granted permission to proceed with the placement of a new fountain, pool and landscaping at Tattnall Square Park with Mercer University assuming the maintenance cost of the fountain.

6. Blight Update

Charles Coney, Assistant County Manager, reported on the Administration's efforts to eliminate blight in Macon-Bibb County. A kick off meeting for the Blight Task Force was held on November 4, 2014. At the meeting, Twelve (12) Blight Administration leaders and staff members met to

address the Commission's desire regarding Blight in our Community. The group came to common consensus that an initial definition of Blight will be, "uninhabitable, unsafe or abandoned structures." The group discussed evaluation criteria to create a Target Blighted property list. Finally, the group created a listing of Blight Team Members (Internal & External) and Partners. The Blight Task Force has developed an initial definition for Blight which includes uninhabitable, unsafe or abandoned structures and unmaintained vacant lot which was once developed, now unkempt, overgrown, and abandoned. On November 6, 2014, a community meeting was attended and he represented Macon-Bibb at the quarterly "Unblight" meeting sponsored by Center of Collaborative Journalism. On November 13, 2014 an Internal Retreat was held with ten people at Lake Tobesofkee to review the internal process of our Blight Administration. Cam Jordan, Community Development Director, City of Fitzgerald, attended as an invited guest and facilitator. Pauline Haywood, City of Savannah Operation Clean Sweep Program Coordinator, shared their program via teleconference and contact was made with Dianne Reel Fuller, Fuller Foundation and Andrew Haeg, CCJ. On November 19, 2014, Assistant County Attorney Reginald McClendon, reviewed the Macon-Bibb County Code Section 6-26 for inclusion of O.C.G.A. 41-2 and determined that Macon -Bibb County is equipped to handle nuisance abatement procedures. In Reggie's opinion, "we do not need to add anything else to our code to accomplish the procedures anticipated in O.C.G.A. 41-2." Introductions and contact was made with Mr. Leroy Thomas, Community Activist, regarding the Village Green Community. Mr. Thomas assisted with increasing Sheriff Patrol to counter gross vandalism on blight properties. Charles continued that the Community Based Project Collaboration: Mill Hill was presented to the Macon-Bibb Commission Finance & Operations Committee who reviewed and will be recommending to the Commission a resolution in support of the Macon Arts Alliance's efforts to seek grant funding via The National Endowment For The Arts in support of an arts village In East Macon. The Grant will begin work in creating the "Mill Hill" Community—a community-based project by art-minded residents and entrepreneurs to address blight. Commissioner Virgil Watkins has secured funding from the Knight Foundation via Beverly Blake for five (5) persons to travel to Detroit & Flint, Michigan for government visits and best practice sharing. Charles continued that with the involvement of SC2, an introductory email was sent to Dr. Susan Gilbert, Dean of Mercer's Stetson School of Business and Economics. She has been championing the idea of Macon-Bibb as a connected, data-driven community.

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

_____

Shelia Thurmond, CCC
Clerk of Commission

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RE-APPOINT COMMISSIONER GARY BECHTEL AND GENE DUNWODY SR. TO THE MACON ECONOMIC DEVELOPMENT COMMISSION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Section 4.2 of the bylaws of the Macon Economic Development Commission, as revised in 2014, state that the Mayor of the City of Macon-Bibb County, Georgia, shall appoint two (2) persons to the Board of Directors after obtaining the necessary approval by a majority vote of the Macon-Bibb County Board of Commissioners; and

WHEREAS, Section 4.3 of the bylaws of the Macon Economic Development Commission, as revised in 2014, state the persons appointed by the Mayor shall serve at the pleasure of the Mayor, but not longer than the term or the appointing Mayor.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that, pursuant to the Macon Economic Development Commission bylaws, Mayor Robert Reichert's re-appointment of Commissioner Gary Bechtel and Gene Dunwody Sr. to the Macon Economic Development Commission is hereby approved and confirmed.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMMISSION

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RE-APPOINT VIOLET POE TO THE MACON-BIBB COUNTY TRANSIT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Transit Authority was established pursuant to Ga. Laws 1980, p. 4313; and

WHEREAS, the governing and administrative body of the authority consists of a board appointed by the Mayor and approved by the Commission; and

WHEREAS, members of the board must be residents of Macon-Bibb County for the entire term of their appointment and shall be at least twenty-five (25) years of age; and

WHEREAS, members of the board serve for terms of office of five (5) years and are eligible for reappointment; and

WHEREAS, Violet Poe will be re-appointed to the Macon-Bibb County Transit Authority to serve for a period of five (5) years; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, the Mayor's re-appointment of Violet Poe to serve on the Macon-Bibb County Transit Authority for a term of five (5) years is hereby approved by the Macon-Bibb County Commission.

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

SPONSOR: MAYOR ROBERT A.B. REICHERT

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPOINT TOM SANDS AND TO RE-APPOINT GENE DUNWODY JR. TO THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, the Macon-Bibb County Urban Development has been created pursuant to local Macon-Bibb County Ordinance Section 2-820; and

WHEREAS, the Macon-Bibb County Urban Development Authority has been designated as the sole redevelopment agency for the purposes of acting for an on behalf of the Macon-Bibb County government; and

WHEREAS, members of the Urban Development Authority may complete an unexpired term and serve two (2) consecutive four (4) year terms, and said appointments shall be approved by the Macon-Bibb County Commission; and

WHEREAS, Gene Dunwody Jr., has previously served one (1) term of four (4) years on the Urban Development Authority, and is eligible for reappointment; and

WHEREAS, Tom Sands will be appointed to the Urban Development Authority as a replacement for Ed Grant who is currently ineligible for reappointment having served two (2) consecutive terms of four (4) years; and

WHEREAS, Gene Dunwody Jr. and Tom Sands possess the necessary qualifications for appointment to the Urban Development Authority and have been recommended to serve; and

WHEREAS, Gene Dunwody Jr. and Tom Sands shall be appointed to serve on Urban Development Authority, with said appointment term to expire after a period of four (4) years; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, the Mayor's appointment of Gene Dunwody Jr. and Tom Sands to serve on the Urban Development Authority for a term of four (4) years is hereby approved by the Macon-Bibb County Commission.

SO RESOLVED this _____ day of _____, 2014.

By: _____
ROBERT A.B. REICHERT, Mayor

Attest: _____
SHELIA THURMOND, Clerk of Commission

(SEAL)

Tommy Lee "Tom" Sands, Jr. MBA, MHA, FACHE

Tom Sands serves as the Chief Professional Services Officer for The Medical Center Navicent Health, a 637 bed teaching facility.

Tom is part of the senior management team and is responsible for professional and support services. During his tenure he has led numerous projects. Some of his more significant accomplishments include:

- Implemented Picture Archiving and Communication System (PACS)
- Led supply cost reduction initiatives realizing over $7MM in savings.
- Led organization initiative for the development and deployment of hospital's Master Facility and Campus Plan.
- Developed MRI and PET joint venture.
- Reset the Pharmacy service model to reduce drug costs and better engage pharmacists in the clinical care continuum.
- Developed and expanded hospital based regional reference laboratory

Prior to joining Navicent Health, Tom served in administrative positions at Columbus Regional Healthcare System (Columbus, Georgia).

Tom is a board certified Fellow of the American College of Health Care Executives (Chicago,Il) and is also an Advisory Board Company Fellow (Washington, DC).

He is a former ACHE Regent – Georgia Coastal Plains and served as the Chair for HSC Purchasing Cooperative which was comprised of 10 healthcare systems.

Tom's community activities include: Tubman African American Museum (past Board Chair), Central Georgia Technical College Foundation, 100 Black Men of Macon- Middle Georgia (past- President) and Loaves And Fishes Ministry . He has also served on the boards of the Greater Macon Chamber of Commerce and the United Way of Central Georgia.

Tom is a native of Macon, Georgia where he matriculated through the Bibb County Public School System. He has a Bachelor of Science degree from Morehouse College (Atlanta) and Masters degrees in Business Administration and Health Administration from Georgia State University (Atlanta).

Tom is married to Michelle Rodgers Sands and has two sons in college (Kendall and Alexander).

Tuesday, December 23, 2014
PUBLIC SAFETY COMMITTEE

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

1. APPROVAL OF MINUTES

Subject	**A. Approval of Minutes From Meeting on November 25, 2014**
Meeting	Dec 23, 2014 - PUBLIC SAFETY COMMITTEE
Category	1. APPROVAL OF MINUTES
Access	Public
Type	Minutes

File Attachments
11-25-2014.pdf (364 KB)

2. UPDATE FROM THE FIRE DEPARTMENT

Subject	**A. Update on Donnan Road Fire Station**
Meeting	Dec 23, 2014 - PUBLIC SAFETY COMMITTEE
Category	2. UPDATE FROM THE FIRE DEPARTMENT
Access	Public
Type	Information

Subject	**B. Update on Fire Department Class One Rating**
Meeting	Dec 23, 2014 - PUBLIC SAFETY COMMITTEE
Category	2. UPDATE FROM THE FIRE DEPARTMENT
Access	Public
Type	Information

Subject	**C. Update On Fire Civil Service Board**
Meeting	Dec 23, 2014 - PUBLIC SAFETY COMMITTEE
Category	2. UPDATE FROM THE FIRE DEPARTMENT

Access Public

Type Information

3. WINGS CAFE'

Subject **A. Resolution to require the named licensee of the Wings Café at 2822 Bloomfield Drive to appear before the Macon-Bibb County Municipal Court for violation of Section 4-53 of the Inaugural Code of Ordinances for Macon-Bibb County; to determine whether to suspend or revoke any alcoholic beverage license issued to said location**

Meeting Dec 23, 2014 - PUBLIC SAFETY COMMITTEE

Category 3. WINGS CAFE'

Access Public

Type Action

File Attachments

12-23-2014 - Wings Cafe Alcohol License.pdf (1,042 KB)

ATTACHMENT 1.A

PUBLIC SAFETY COMMITTEE

MINUTES

November 25, 2014

The Public Safety Committee was called to order by Committee Chairman Shepherd.

COMMITTEE MEMBERS PRESENT:

Commissioner Mallory Jones
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd
Commissioner Virgil Watkins
Commissioner Elaine Lucas

COMMISSIONERS ABSENT:

Commissioner Ed DeFore

NEWS MEDIA:

Jim Gaines, The Telegraph
Anita Oh, WMAZ TV
Malcolm Johnson, WGXA FOX 24

VISITORS/GUESTS:

Mrs. Hill, Manna Ministries
Brittney Childs, Industrial Authority

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Commissioner Al Tillman
Sheriff David Davis
Judd Drake, County Attorney
Steve Layson, Asst. County Manager
Charles Coney, Asst. County Manager
Shelia Thurmond, Clerk of the Commission
Janice Ross, Training & Events Coordinator
Jean Howard, Asst. Clerk of Commission
Chris Floore, Asst. to the County Manager
Dale Walker, County Manager
Opie Bowen, Assistant County Attorney
Dave Fortson, County Engineer
Chief David Montford, Sheriff's Office
Lt. Brad Wolfe, Sheriff's Office

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1. Approval of Minutes from Meeting on October 28, 2014

   ACTION:

   On motion of Commissioner Schlesinger, seconded by Commissioner Jones, and carried unanimously with Commissioners Watkins, Shepherd and Lucas voting in the affirmative, the minutes of the October 28, 2014 meeting were approved as written.

2. Appointments To The Fire Civil Service Board

   ACTION:

   On motion of Commissioner Schlesinger, seconded by Commissioner Lucas, and carried unanimously with Commissioners Watkins, Shepherd and Jones voting in the affirmative, the Resolution confirming Mayor Robert Reichert Appointment of Mary Hicks Wimberly to the Fire Civil Service Board was approved.

3. Continuing the Use of Speed Detection Devices

   Sheriff David Davis stated that the resolution was to renew the license for the consolidated government

   ACTION:

   On motion of Commissioner Schlesinger, seconded by Commissioner Jones, and carried unanimously with Commissioners Watkins, Shepherd and Lucas voting in the affirmative, the resolution authorizing the Sheriff to complete the required Department of Public Safety Application to continue to utilize speed detection devices in Macon-Bibb County for law enforcement purposes was approved.

4. Repair of Bridge Over Railroad

   Commissioner Schlesinger stated that he had received numerous complaints about the safety of the bridge on College Street that had been missing a portion of the railing for an extended length of time. Dave Fortson stated that he had been working with the Norfolk Southern for many months trying to resolve the issue of ownership of the bridge and who would pay for the repairs. An agreement with Norfolk Southern is very close with the agreement being that Bibb County will assume ownership and maintenance of the bridge after repairs are completed. Norfolk Southern will pay a lump sum of the cost estimate. The repairs to the underside of the bridge will be accomplished by Norfolk Southern while Bibb County will repair the bridge with a more decorative railing and whatever necessary road repairs are needed.

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

_____

Shelia Thurmond, CCC
Clerk of the Commission

SPONSORS: COMMISSIONERS VIRGIL WATKINS & AL TILLMAN

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REQUIRE THE NAMED LICENSEE OF THE WINGS CAFÉ AT 2822 BLOOMFIELD DRIVE TO APPEAR BEFORE THE MACON-BIBB COUNTY MUNICIPAL COURT FOR VIOLATION OF SEC. 4-53 OF THE INAUGURAL CODE OF ORDINANCES FOR MACON-BIBB COUNTY; TO DETERMINE WHETHER TO SUSPEND OR REVOKE ANY ALCOHOLIC BEVERAGE LICENSE ISSUED TO SAID LOCATION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the establishment knows as the Wings Café is licensed under Chapter Four of the Inaugural Code of Ordinances of Macon-Bibb County for the sale of alcoholic beverages; and

WHEREAS, in accordance with Section 4-52 any alcoholic beverage license may be suspended or revoked by the Macon-Bibb County Commission, or its designee for cause shown; and

WHEREAS, Section 4-52 of the Code of Ordinances requires a hearing before the commission or its designee, after three days written notice, to inquire as to whether or not just cause exists to suspend or revoke said license and said hearing may be conducted by either the commission or by one of its committees or by its designee; and

WHEREAS, pursuant to Sec. 4-53(b) numerous occurrences of violent activity have taken place at Wings Café during the last 12 months, including but not limited to a shooting on December 12, 2014, which injured four (4) individuals and claimed the lives of two (2) individuals; and

WHEREAS, Sec. 4-53 specifies that two or more occasions, within a period of 12 months of fights, disorderly conduct, drunkenness, breach of peace, and other similar conduct committed by licensee or customers shall be considered just cause for the suspension or revocation of any alcoholic beverage license; and

WHEREAS, Sec. 4-53(c) establishes that the burden of proof during the hearing shall be by the preponderance of the evidence; and

WHEREAS, the commission wishes to designate the Macon-Bibb County Municipal Court Judge as its designee to hold the hearing regarding the suspension or revocation of any alcoholic beverage licenses for this location and issue a decision in this matter; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission designates the Macon-Bibb County Municipal Court Judge as its designee to conduct a hearing as to whether or not just cause exists to suspend or revoke the alcoholic beverage license(s) issued to the licensee of the Wing's Café at 2822 Bloomfield Drive, to authorize the Sheriff's Office to notify the licensee of the hearing at least three days prior to said hearing and, to suspend and/or revoke said alcoholic beverage licenses if just cause is shown.

SO RESOLVED this _____ day of _____, 2014.

_____
ROBERT A.B. REICHERT, MAYOR

ATTEST: _____
SHELIA THURMOND, CLERK OF COMMISSION