

**MACON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
May 21, 2020 – 7:00 P.M.**

Dial In # (978) 990-5000 Access Code: 262130

Call to Order.....Commissioner Mickey George

Invocation.....Commissioner Mickey George

1. Approval/denial Minutes: Regular Meeting, May 5, 2020

2. Invited Guests

3. Reports from Committees/Departments

4. Consent Agenda

5. Old Business

6. New Business

1. Approval/Denial – 2020 LMIG Contract with Reeves - \$726,764.40

2. Approval/Denial – Public Defender Contract for 2nd half of 2020

3. Approval/Denial – Acting County Manager Salary

4. Approval/Denial – 2021 Tentative Budget

7. Public Comment (Limited to 5 minutes per person)

**Macon County Board of Commissioners
Courthouse Commissioner's Meeting Room**

Regular Meeting
Via Conference Call
May 5, 2020
7:00 p.m.

Present: Commissioner Chairman Mickey George
Commissioner Vice-Chairman Ben Haugabook
Commissioner Richmond Felton
Commissioner Carl Oliver
Commissioner Bob Melvin
Jon Coogle, County Attorney
Roselyn Starling, Deputy County Manager
Satina S. James, Deputy County Clerk

Regina McDuffie, County Manager/Consultant

Commissioner-Chairman George called the meeting to order and gave the opening prayer.

Commissioner Melvin made the motion to approve the minutes of the April 7, 2020 regular meeting as presented, seconded by Commissioner Haugabook and carried unanimously.

Invited Guest: None

Reports from Committees/Departments:

1. FY 2021 Proposed Budget – Regina McDuffie gave an overview of the proposed budget for FY2021 totaling \$7,109,209 and recommended the Commissioners meet with department heads to review specific items (Capital items, etc.) in their budgets, as well as with the District Attorney's Office and Juvenile Court. Proposed FY2021 budget has a 2.1 % increase from last years' budget.
2. Elections Bill Update - The House and Senate have already approved it. No additional updates until we get past the COVID-19 pandemic.
3. Major Project Updates – Regina McDuffie gave an overview of existing projects: Accounting Software, Phone System Upgrade, Signatures/Bank Accounts, Direct Deposit, IT Contractor, Performance Evaluations, Land Bank, Landfill Corrective Action Plan, Tax Commissioner Projects, Current Grant Projects, Road Improvements, Bridge projects, Building Improvements (including Fire Substations) and Capital Improvements.

Consent Agenda: None

Old Business: None

New Business:

1. Approval/Denial – Tax Abatement – Ideal Pellet Project

Gerald Beckum from the Development Authority gave an overview and answered questions from the Commissioners regarding the MOU between the Development Authority of Macon County, Ideal Pellets, LLC, The County, The Board of Tax Assessors and the Tax Commissioner. The tax abatement for Ideal Pellets, LLC would be for a period of ten years with 100% savings the 1st & 2nd year and an abatement reduction of 10% each year for the remaining years. Commissioner Haugabook made a motion to approve the MOU with Ideal Pellets, LLC. Motion was seconded by Commissioner Oliver and carried unanimously.

2. Approval/Denial – Rail Repair/Replacement

Chairman George stated he had been contacted by Gerald Beckum about the railroad crossing repair on Hamilton Road. The railroad was closed because one of the rails had twisted and the train had derailed. Chairman George stated he had agreed for the Development Authority to proceed with the repairs and Furst McNess had agreed to pay half of \$39,000 cost of repairs. The Development requested that the county pay half of the remaining \$19,500 which would be \$9,750 from the county. After discussion, Commissioner Melvin made a motion to approve the reimbursement \$9,750.00 to the Development Authority out of the old Flood Loan account. Motion was seconded by Commissioner Felton and carried unanimously.

3. Approval/Denial – Conditional Use – Parcel No. 1037-O-0034 – 915 State Route 49 South, Oglethorpe, GA

Chairman George stated the Conditional Use request for this parcel has been discussed in the work session and the property owner (Henry T. Avery) had to give Mr. Woosley permission to represent him in this matter. Documentation of Mr. Avery's approval was presented to the Board. Commissioner Melvin made a motion to approve the proposed Conditional Use for Parcel No. 1037-O-0034 – 915 State Route 49 South, Oglethorpe, Georgia. Motion was seconded by Commissioner Haugabook and carried unanimously.

4. Approval/Denial – Resignation of Samuel Hall

Commissioner Melvin made a motion to add to the agenda as New Business item number 6.4 the resignation of Samuel Hall from the Macon County Zoning Board. Motion was seconded by Commissioner Haugabook and carried unanimously.

5. Approval/Denial – Appointment of James Minger to the Zoning Board

Commissioner Melvin made a motion to appoint James Minger as a Board Member to the Zoning Board in District 5. Motion was seconded by Commissioner Oliver and carried unanimously. In discussion it was agreed that the Board would do a certificate of service for Mr. Samuel Hall for 20 years of service at the next Regular Commissioners Meeting

6. Approval/Denial – Resignation of County Manager Regina M. McDuffie

Commission Chairman George asked for a motion to accept the Resignation of County Manager McDuffie. Commissioner Haugabook made a motion to accept the resignation of County Manager Regina M. McDuffie effective April 28, 2020. Motion was seconded by Commissioner Oliver and carried unanimously.

In Regina McDuffie's letter of resignation, she requested 90 days of severance base pay. Commission Chairman George had consulted with Attorney Coogle about the severance request and Attorney Coogle had stated rule of law does not apply in a voluntary departure. The 90 days of severance pay was denied.

Regina McDuffie then made a request of (vacation) leave of 30 days. After discussion, Commissioner Felton made a motion to pay Regina McDuffie 30 days of leave. Motion was seconded by Commissioner Melvin and carried unanimously.

Commissioner Chairman George presented a certificate of appreciation and gift cards to Regina McDuffie from the County Commissioners in appreciation of her years of service to the county. Regina shared words of appreciation for her time of service in Macon County and the Commissioners individually shared their well wishes and appreciation to Regina.

7. Approval/Denial – Appointment of Acting County Manager

Commissioner Haugabook made a motion to appoint Roselyn Starling as the Acting County Manager until such time that a County Manager is appointed. Motion was seconded by Commissioner Felton and carried. (Commissioner Oliver was absent for Vote)

Public Comment: Tarshea Riley offered words of appreciation for Regina McDuffie for her years of service and support to the community.

Adjourn:

There being no further business, Commissioner Haugabook made the motion to adjourn; it was seconded by Commissioner Felton and carried. (Commissioner Oliver was absent for the Vote)



• CONSULTING ENGINEERS, LLC •

P O Box 215
Hawkinsville, GA 31036
478-239-6538

April 8, 2020

Regina McDuffie
Macon County, County Manager

Subject: Notice of Award
Macon County 2020 LMIG Project

Dear Mr. Gray,

On March 26, 2020, Macon County received bids for the 2020 LMIG Project. Two bids were received with Reeves Construction Company Inc. being the apparent low bidder.

On April 7, 2020, the Macon County Commissioners met and approved Reeves Construction Company Inc. submitted bid.

This letter is to serve as a project award for the Macon County 2020 LMIG project. Attached is the Agreement document between Reeves Construction Company Inc. and Macon County GA. Please sign and return the Agreement to Ocmulgee Consulting Engineers along with the required Bonds.

Please let me know if you have any questions on the project.

Sincerely,

A handwritten signature in cursive script that reads "Ronnie Kent".

Ronnie Kent
Ocmulgee Consulting Engineers LLC

Cc Lance Woods
Senior Principal
Ocmulgee Consulting Engineers LLC

SECTION 00400

PROPOSAL

Macon County, Georgia
2020 Local Maintenance & Improvement Grant

To: Macon County
Place: Macon County Courthouse
121 South Sumter Street
Oglethorpe, GA 31068

Date: Thursday March 26, 2020

Time: 2:00 PM

Proposal of Reeves Construction Company (hereinafter called "Bidder") a corporation organized and existing under the laws of the State of Georgia.

TO: Macon County
Macon County Courthouse
121 South Sumter Street
P.O. Box 297
Oglethorpe, GA 31068

Gentlemen:

The Bidder, in compliance with your Instruction to Bidders for Macon County 2020 Local Maintenance and Improvement Grant (LMIG), having examined the maps and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The work to be done consists of furnishing all materials and equipment and performing all labor necessary to complete the road improvements associated with the Macon County 2020 LMIG which includes but is not limited to the paving and resurfacing of 5.1 miles of county roadway. All work shall be done in accordance with the following: Georgia Department of Transportation Standard Specifications (Current edition), Supplemental Specifications.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Work Order" of the Owner and to fully complete the work on or by **Wednesday September 30, 2020** thereafter as stipulated in the specifications.

As time is an essential element in this contract, all work shall be completed within the allotted time as specified on Page 00500-1. For each calendar day that any portion of the roadway construction shall remain uncompleted after the end of the time specified, the amount of Two Hundred Dollars per calendar day (\$200.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

Bidder acknowledges receipt of the following addenda:

Addenda No. n/a, dated, _____.

Num	Item Desc #	Description	Unit	Total Quan	Unit Price	Total Price
1	150-1000	Traffic Control	LS	1	54,000 ⁻	54,000 ⁻
2	151-1000	Mobilization	LS	1	18,000 ⁻	18,000 ⁻
3	152-1000	General Conditions	LS	1	1,000 ⁻	1,000 ⁻
4	153-1000	Bid, Payment and Performance Bonds	LS	1	5,000 ⁻	5,000 ⁻
5	210-0100	Grading Complete * See Map Notes	LS	1	57,680 ⁻	57,680 ⁻
6	402-1802	Rec Asph Conc Patching, Incl Bit Mat & H Lime	TN	497	150 ⁻	74,550 ⁻
7	402-1912	Rec Asph Conc Leveling, Incl Bit Mat & H Lime	TN	3,114	89 ⁻	277,146 ⁻
8	402-3190	Rec Asph Conc 19 mm SP Gp 1 or 2 Incl Bit Mat & H Lime (Dirt Road Radius)	TN	80	150 ⁻	12,000 ⁻
9	413-1000	Bitum Tack Coat	GLF	3,291	3 ⁻	9,873 ⁻
10	424-6201	Double Surf Tmt #7, #89, Gp 2 only with seal sand w-10	SY	64,694	2 ⁷⁰	174,673 ⁸⁰
11	429-1000	Thermoplastic Rumble Strips (Set of 3)	EA	2	1,300 ⁻	2,600 ⁻
12	652-2501	Solid Traffic Stripe, 5 IN, White	LF	53,684	0 ²⁰	10,736 ⁸⁰
13	652-2502	Solid Traffic Stripe, 5 IN, Yellow	LF	35,442	0 ²⁰	7,088 ⁴⁰
14	652-3502	Skip Traffic Stripe, 5 IN, Yellow	LF	12,666	0 ¹⁵	1,899 ⁹⁰
15	653-1704	Thermo Traf Stripe 24" White	LF	48	16 ⁰⁰	768 ⁻
16	654-1001	Raised Pvmt Mkrs (TP-1)	EA	818	5 ⁵⁰	4,499 ⁻
17	654-1002	Raised Pvmt Mkrs (TP-2)	EA	218	5 ⁵⁰	1,199 ⁻
18	700-6910	Permanent Grassing (Shoulders)	AC	4.93	2,850 ⁻	14,050 ⁵⁰
					Total	726,764 ⁴⁰

BASE BID AMOUNT: \$ 726,764⁴⁰

SEVEN HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED SIXTY-FOUR
(In Words)

and Forty HUNDRETHS (Dollars)

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

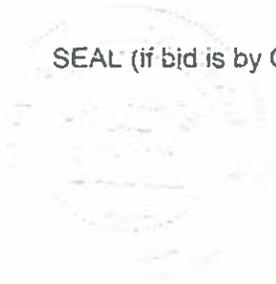
The unit and lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder hereby agrees to commence work under this contract with adequate forces and equipment, on a date to be specified in a written work order of the Owner, and to fully complete the work on or by **Wednesday September 30, 2020**.

SEAL (if bid is by Corp.)



Reeves Construction Company
Bidder

Dean Hayman

By Dean Hayman

West Region Manager
Title

2500 Gray Hwy

Macon, GA 31211

Address of Bidder

478-743-0593

Telephone Number

END OF SECTION

SECTION 00410

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

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

667047

Federal Work Authorization User Identification Number
3/21/18

Date of Authorization

Reeves Construction Company

Name of Contractor

Macon County 2020 LMIG

Name of Project

Macon County Board of Commissioners

Name of Public Employer

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

Executed on March, 26, 2020 in Macon (city), GA (state).

Dean Hayman

Signature of Authorized Officer or Agent

Dean Hayman - West Region Manager

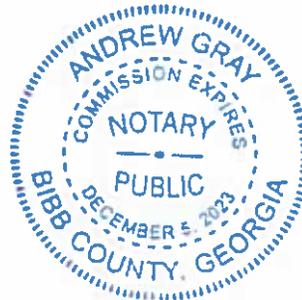
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26th DAY OF March, 2020.

Andrew Gray
NOTARY PUBLIC

My Commission Expires:

12/5/23



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Reeves Construction Company
P.O. Box 1508
Macon, GA 31202

OWNER:

(Name, legal status and address)

Macon Co. Board of Commissioners, 121 South Sumter Street,
P.O. Box 297, Oglethorpe, Georgia 31068

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

10% Bid Bond

PROJECT:

(Name, location or address, and Project number, if any)

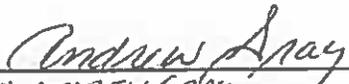
Macon County 2020 Local Maintenance and Improvement Grant

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

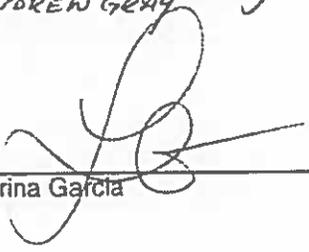
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2020



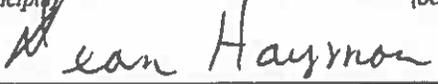
(Witness) ANDREW GRAY



(Witness) Lorina Garcia

Reeves Construction Company

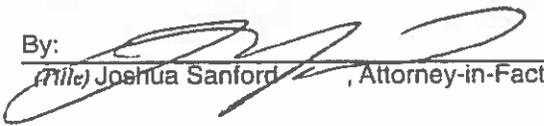
(Principal) (Seal)

By: 

(Title) DEAN HAYMAN - WEST REGION MANAGER

Liberty Mutual Insurance Company

(Surety) (Seal)

By: 

(Title) Joshua Sanford, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196860-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal:
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of March, 2020.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets		Liabilities	
Cash and Bank Deposits.....	\$370,003,299	Unearned Premiums.....	\$7,503,154,587
*Bonds — U.S Government.....	1,331,664,975	Reserve for Claims and Claims Expense.....	19,658,731,454
*Other Bonds.....	11,127,053,004	Funds Held Under Reinsurance Treaties.....	224,693,828
*Stocks.....	16,367,850,688	Reserve for Dividends to Policyholders.....	967,520
Real Estate.....	272,895,626	Additional Statutory Reserve.....	52,491,027
Agents' Balances or Uncollected Premiums.....	5,258,657,823	Reserve for Commissions, Taxes and Other Liabilities.....	<u>4,049,392,852</u>
Accrued Interest and Rents.....	100,341,596	Total.....	\$31,489,431,268
Other Admitted Assets.....	<u>11,192,287,530</u>	Special Surplus Funds.....	\$176,230,822
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,484,316,385
		Unassigned Surplus.....	4,860,776,066
Total Admitted Assets.....	<u>\$46,020,754,541</u>	Surplus to Policyholders.....	<u>14,531,323,273</u>
		Total Liabilities and Surplus.....	<u>\$46,020,754,541</u>



* Bonds are stated at amortized or investment value. Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

T. Mikolajewski

Assistant Secretary

SECTION 00500
AGREEMENT

THIS AGREEMENT, made this 8th day of April, 2020, by and between Macon County, Georgia, hereinafter called "OWNER" and Reeves Construction Company, Inc., doing business as a corporation in the State of Georgia, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the 2020 Local Maintenance and Improvement Grant for Macon County, Georgia and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK".

All site work including but not limited to the plant mix and surface treatment resurfacing of 5.1 miles of county roadway.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date indicated in the NOTICE TO PROCEED and will complete the same on or by **Wednesday September 30, 2020** unless the contract time is extended as provided in the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 726,764.40 or as shown in the Proposal schedule.

5. For each calendar day that any portion of the construction shall remain uncompleted after the end of the time specified, the amount of two hundred dollars per calendar day

(\$200/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

6. It is understood and agreed between the parties that the Owner is in no way connected with actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees, or representatives of the Owner. The Contractor will superintend the execution of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor. The Contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of the Owner. The Contractor further agrees that as an independent contractor it cannot and will not encumber the Owner with any obligation and that it will make no representation to any person or any party on behalf of the Owner. "CONTRACTOR hereby indemnifies OWNER against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the CONTRACTOR, his subcontractors, agents, or employees arising in or about the premises at any time from the date of this agreement to final completion of the construction. CONTRACTOR further covenants to use proper care and caution in the performance of its work hereunder so as not to cause damage to any adjoining or adjacent property, and

CONTRACTOR shall indemnify and hold the OWNER harmless from any liabilities, claims or demands for damage to such adjoining or adjacent property.”

7. This Agreement shall not be assigned without the prior written approval of the Owner; and in the event of such assignment without approval, this Agreement shall be void. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

8. This Agreement is entered into between Macon County and the Contractor and any disputes arising thereunder, shall not be subject to arbitration.

9. The term "CONTRACT DOCUMENTS" means and includes the following:

Section 00100 Invitation to Bid
Section 00200 Instructions to Bidders
Section 00210 Notice to Bidders
Section 00400 Proposal
Section 00410 E-Verify Affidavit
Section 00420 E-Verify Subcontractor Affidavit
Section 00450 Bid-Bond
Section 00500 Agreement
Section 00600 Performance Bond
Section 00610 Payment Bond
Section 00620 Certificate of Owner's Attorney
Section 00700 General Conditions
Section 00800 ~~Supplementary Conditions~~— OMITTED
Section 00845 Certification of Nonsegregated Facilities

Georgia Department of Transportation Standard Specifications (Current addition) and Supplemental Specifications.

Addenda: No. N/A, dated, _____

Addenda: No. N/A, dated, _____

10. The term "ENGINEER" shall mean a representative for Macon County as assigned by the Macon County Manager.

11. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) counterparts each of which shall be deemed an original on the date first above written.

OWNER (MACON COUNTY, GEORGIA):

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

NAME: _____

TITLE: _____

CONTRACTOR:

REEVES CONSTRUCTION COMPANY

BY: Dean Hayman

NAME: DEAN HAYMAN

TITLE: WEST REGION MANAGER

ADDRESS: _____

2500 Gray Hwy

MACON, GA 31211

(SEAL)

ATTEST:

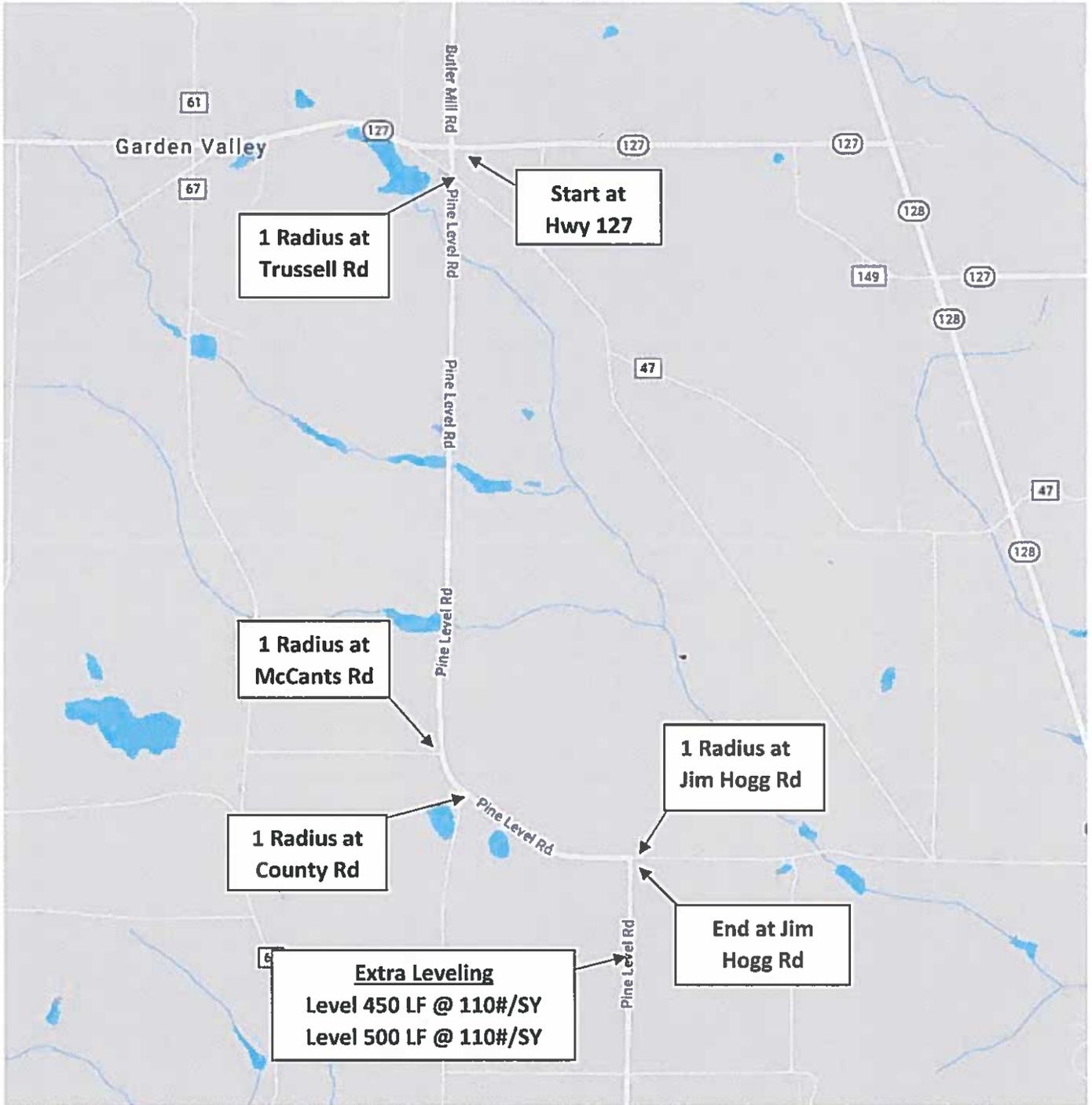
Joey Tanner

NAME: JOEY TANNER

TITLE: CHIEF ESTIMATOR

END OF SECTION

**Macon County
2020 LMIG
Pine Level Road**



**Macon County
2020 LMIG
Pine Level Road**

- 1. Traffic Control**
- 2. Mobilization**
- 3. General Conditions**
- 4. Payment and Performance Bonds**
- 5. Grading Complete Includes:**
 - 4 Dirt Road Radius 4" Deep,**
 - 20 Driveways (16' x 4' x 2" Deep)**
 - Grade Shoulders to Ensure Positive Drainage (15,202 LF x 2 = 30,404 LF)**
- 6. 497 Tons of Patching @ 440 #/SY**
- 7. 1,792 Tons of Leveling**
 - Note: From Hwy 127 to 6,000 LF, Level @ 110 #/SY.**
 - From 6,000 LF to Jim Hogg Rd, Level @ 90#/SY**
 - Extra Leveling at 32.367172 , -84.083478 (2 Layers)**
 - Level 450 LF @ 110#/SY and 500 LF @ 110 #/SY**
- 8. 80 Tons of 19 mm SP (Dirt Road Radius)**
- 9. 1,762 Gallons of Tack Coat**
- 10. 34,125 SY of Double Surface Treatment with Sand Seal**
- 11. 1 Rumble Strips (Set of 3)**
- 12. 30,404 LF of 5" Solid White Traffic Stripe**
- 13. 20,638 LF of 5" Solid Yellow Traffic Stripe**
- 14. 8,384 LF of Skip Yellow Traffic Stripe**
- 15. 20 LF of Thermoplastic Traffic Stripe 24" White**
- 16. 543 RPM'S (TP-1)**
- 17. 183 RPM'S (TP-2)**
- 18. 2.79 Acres of Permanent Grassing (Shoulders)**

**Macon County
2020 LMIG
Twin Churches Road**



1. **Traffic Control**
2. **Mobilization**
3. **General Conditions**
4. **Payment and Performance Bonds**
5. **Grading Complete Includes:**
 - 12 Driveways (16' x 4' X 2" Deep)
 - Grade Shoulders to Ensure Positive Drainage (8,287 LF x 2 = 16,574 LF)
6. **1,044 Tons of Leveling @ 90#/SY**
7. **1,159 Gallons of Tack Coat**
8. **23,179 SY of Double Surface Treatment with Sand Seal**
9. **1 Rumble Strips (Set of 3)**
10. **16,574 LF of 5" Solid White Traffic Stripe**
11. **8,098 LF of 5" Solid Yellow Traffic Stripe**
12. **4,282 LF of Skip Yellow Traffic Stripe**
13. **16 LF of Thermoplastic Traffic Stripe 24" White**
14. **275 RPM'S (TP-1)**
15. **35 RPM'S (TP-2)**
16. **1.52 Acres of Permanent Grassing (Shoulders)**

**Macon County
2020 LMIG
Crooks Landing Road**



1. Traffic Control
2. Mobilization
3. General Conditions
4. Payment and Performance Bonds
5. Grading Complete Includes:
 - Grade Shoulders to Ensure Positive Drainage (3,353 LF x 2 = 6,706 LF)
6. 278 Tons of Leveling @ 75#/SY
7. 370 Gallons of Tack Coat
8. 7,390 SY of Double Surface Treatment with Sand Seal
9. 6,706 LF of 5" Solid White Traffic Stripe
10. 6,706 LF of 5" Solid Yellow Traffic Stripe
11. 12 LF of Thermoplastic Traffic Stripe 24" White
12. .62 Acres of Permanent Grassing (Shoulders)



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

REEVES CONSTRUCTION COMPANY
2500 Gray Highway
Macon, GA 31211

OWNER:
(Name, legal status and address)

Macon County Board of Commissioners
121 South Sumter Street, P.O. Box 297
Oglethorpe, GA 31068

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date: April 8, 2020

Amount: \$ 726,764.40 Seven Hundred Twenty Six Thousand Seven Hundred Sixty Four Dollars and 40/100

Description:
(Name and location)

Macon County 2020 LMIG Project.

BOND
Date: April 9, 2020

(Not earlier than Construction Contract Date)

Amount: \$ 726,764.40 Seven Hundred Twenty Six Thousand Seven Hundred Sixty Four Dollars and 40/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
REEVES CONSTRUCTION COMPANY

SURETY
Company: (Corporate Seal)
Liberty Mutual Insurance Company

Signature: Dean Hayman
Name: DEAN HAYMAN
and Title: WEST REGION MANAGER

Signature: Donna M Planeta
Name: Donna M Planeta
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.
Brookfield Place, 200 Liberty Street, 6th Floor
New York, NY 10281

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



Bond No. 015209794

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

REEVES CONSTRUCTION COMPANY
2500 Gray Highway
Macon, GA 31211

OWNER:
(Name, legal status and address)

Macon County Board of Commissioners
121 South Sumter Street, P.O. Box 297
Oglethorpe, GA 31068

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: April 8, 2020

Amount: \$ 726,764.40 Seven Hundred Twenty Six Thousand Seven Hundred Sixty Four Dollars and 40/100

Description:
(Name and location)

Macon County 2020 LMIG Project.

BOND
Date: April 9, 2020

(Not earlier than Construction Contract Date)

Amount: \$ 726,764.40 Seven Hundred Twenty Six Thousand Seven Hundred Sixty Four Dollars and 40/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
REEVES CONSTRUCTION COMPANY

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: *Dean Hayman*
Name: DEAN HAYMAN
and Title: WEST REGION MANAGER

Signature: *Donna M Planeta*
Name: Donna M Planeta
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.
Brookfield Place, 200 Liberty Street, 6th Floor
New York, NY 10281

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna M Planeta of the city of New York, state of NY, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: REEVES CONSTRUCTION COMPANY

Obligee Name: Macon County Board of Commissioners

Surety Bond Number: 015209794

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of April, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	Liabilities
Cash and Bank Deposits..... \$778,754,989	Unearned Premiums..... \$8,007,146,482
*Bonds — U.S Government..... 2,780,808,610	Reserve for Claims and Claims Expense 21,532,853,787
*Other Bonds..... 12,645,608,792	Funds Held Under Reinsurance Treaties..... 507,868,920
*Stocks 16,385,435,431	Reserve for Dividends to Policyholders..... 1,143,826
Real Estate..... 235,608,378	Additional Statutory Reserve..... 125,722,000
Agents' Balances or Uncollected Premiums..... 6,217,983,641	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 102,273,390	Other Liabilities 4,117,460,075
Other Admitted Assets..... 11,957,106,292	Total \$34,292,195,090
Total Admitted Assets..... <u>\$51,103,579,523</u>	Special Surplus Funds..... \$32,768,443
	Capital Stock..... 10,000,075
	Paid in Surplus..... 10,044,978,933
	Unassigned Surplus..... 6,723,636,983
	Surplus to Policyholders 16,811,384,434
	Total Liabilities and Surplus <u>\$51,103,579,524</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T Mikolajewski

Assistant Secretary

SECTION 00620

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of Macon County, do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that to the best of my knowledge, without independent verification each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature of Attorney
(Macon County)

Date

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

1. PAYMENT: Payment Applications must be submitted by the 25th of each month in order to be paid in the following month. The CONTRACTOR will submit a schedule of values for all of the Work completed in the covered time period which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.
2. COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence the Work on the date indicated in the Notice to Proceed and shall diligently prosecute said Work so as to complete the entire project and place it in use within the calendar days noted for each division.
3. SCOPE OF THE WORK: The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform the Work and including the placing of the Work into satisfactory operation.
4. LOCATION: The work under this Contract will be located in Macon County, Georgia.
5. EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME: The Contract Time may only be changed by a Change Order or a Written Amendment. The Contract Time will only be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR. Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages in the amount stated in the Proposal.
6. REPORTS AND DRAWINGS USED BY THE OWNER: In the preparation of Drawings and Specifications, OWNER has relied upon:
 - 6.1 The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are contiguous to the site of the Work.
 - a. None
 - 6.2 The following reports of explorations and tests of subsurface conditions at the site of the work.
 - a. None
7. SANITARY CONVENIENCES: The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

8. ENVIRONMENTAL IMPACT: The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

8.1 Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

8.2 Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

8.3. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

11. ADJUSTMENT OF DISCREPANCIES: In all cases of discrepancies between the various dimensions, the matter shall be submitted to the OWNER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.

12. RESTORATION: The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements is complete at the time a request for final review is made by the Contractor.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

13. MAINTENANCE DURING CONSTRUCTION: The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located. Signal loops must be maintained at the CONTRACTOR'S expense at all times.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. Bus routes (in and out of school zones) must be kept open at all times during construction. In addition, Contractor is responsible for providing at a minimum one drive access for all commercial businesses during construction. Drive access must be coordinated by CONTRACTOR with the business owner. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. Residential driveways must be maintained at all times under all conditions. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary.

14. BARRICADES, DANGER, WARNING & DETOUR SIGNS: The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

15. ACCESS FOR INSPECTION: Access for inspection shall be provided for OWNER representatives and representatives of the Georgia Department of Transportation.

16. CONTRACTOR'S LIABILITY INSURANCE: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

16.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

16.2. Claims for damages because of bodily injury occupational sickness or disease, or death on CONTRACTOR's employees;

16.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

16.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

16.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

16.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

16.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

16.8. The comprehensive general liability insurance required in this section will include contractual liability insurance applicable to CONTRACTOR's obligations.

16.9. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by a negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

16.10. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation in paragraph 16.9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The limits of liability for the insurance required above shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation, etc. under paragraphs 16.1 and 16.2 above:

(1) State:	Statutory
MACON COUNTY, GEORGIA	00700-4
2020 LOCAL MAINTENANCE AND IMPROVEMENT GRANT	
02/20	

- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's Liability: \$ 200,000
- (4) Contractor shall show Owner as additional insured.

b. Comprehensive General Liability (under paragraphs 16.3 through 16.7 above:

- (1) Combined single limit for Bodily Injury and Property Damage):
 - \$ 2,000,000 Each Occurrence
 - Or combined single limit \$2,000,000
- (2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
- (3) Personal Injury, with employment exclusion deleted
 - \$ 1,000,000 Annual Aggregate

c. Comprehensive Automobile Liability:

- Bodily Injury:
- \$ 1,000,000 Each Person
- \$ 1,000,000 Each Occurrence

Property Damage:

- \$ 100,000 Each Occurrence
- or combined single limit of \$ 200,000

d. Builders Risk Insurance (Fire and Extended Coverage).

N/A

e. Contractual Endorsement:

The Contractual Liability required by paragraph 16.8 in this section shall provide coverage for not less than the following amounts:

- (1) Bodily Injury:
 - \$ 500,000 Each Occurrence
- (2) Property Damage:
 - \$ 100,000 Each Occurrence
 - \$ N/A Annual Aggregate

17. Retainage of Contractor's Payment: The retainage shall be an amount equal to 10% of the contractors approved partial pay estimate.

17.1 OMIT

19. Local Subcontractor Availability: If the Contractor elects to use subcontractors for any part of the Work, efforts shall be made to utilize local qualified sub-contractors, if available. Each subcontractor, Supplier, person or organization shall be on the GDOT list of approved subcontractors and material sources.
20. Nonappropriation: It is understood and agreed that the contract as above set out will be null and void if funds are not appropriated sufficient to pay for the services herein.
21. Qualifications of Bidders: To demonstrate qualifications to perform the work, each bidder must be prepared to submit within five days of Owner's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be deemed necessary by Owner. Each bidder must be properly licensed in the State of Georgia and on the current GDOT contractors list to be considered.
22. Qualifications of Sub-Bidders: To demonstrate qualifications to perform the work, each sub-bidder must be prepared to submit within five days of Owner's request; written evidence, such as financial data, previous experience, present commitments and other such data as may be deemed necessary by Owner.
23. Qualifications of Subcontractors, Suppliers and Materials: In evaluating Bids, Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted prior to the Notice of Award. The Contractor shall provide Owner with a copy of an E-Verify Subcontractor Affidavit for each subcontractor intended to employ on the project. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

END OF SECTION

GEORGIA
PUBLIC
DEFENDER
COUNCIL

OFFICE OF THE CIRCUIT PUBLIC DEFENDER

SOUTHWESTERN JUDICIAL CIRCUIT

DAVID T. WINHEIM
CIRCUIT PUBLIC DEFENDER

510 West Lamar Street, 2nd Floor
Americus, GA 31709

Office: 228-928-4610
Fax: 228-928-4594

southwesterncpd@gapublicdefender.org



May 6, 2020

Christi Dockery
County Clerk & Co-County Manager
Lee County Board of Commissioners
110 Starksville Avenue North
Leesburg, Georgia 31763

Joseph B. Williams, Chairman
Stewart County Commission
Post Office Box 157
Lumpkin, Georgia 31815

Regina McDuffie, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

Janice M. Jarvis, Finance Director
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

Bill Sawyer, County Manager
Schley County Board of Commissioners
Post Office Box 352
Ellaville, Georgia 31806

Anthony Kennedy, Chairman
Webster County Board of Commissioners
Post Office Box 29
Preston, Georgia 31824

Re: OCPD Contract for the second half of 2020

Dear Sir or Madam:

Attached please find the proposed contract and attachments for the second half of 2020. The language of the contract remains unchanged except that the dates have changed.

The personnel and general operating expense to the counties has remained the same. The only change in obligation to the counties is a small change in rent. The increase is \$337.50 every six months, spread across all six counties, pro rata. The rent amount will remain the same for the following six months (the first half of 2021) before increasing another \$337.50. This rent schedule was first negotiated in 2018 and continues with incremental increases until fiscal year 2025.

Please review the proposed contract and budget and let me know whether or not you would like me to come present it to your Commission. I will also be happy to answer any questions or address any issues that you may have.

Thank you for all of your support through the years. It is through your backing that this office is able to continue to serve the Southwestern Circuit.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Winheim', with a long horizontal flourish extending to the right.

David T. Winheim

ENCLOSURES:

Proposed contract between the OCPD and the counties of the Southwestern Judicial Circuit
Attachments to the contract

pc: Omotayo Alli, Executive Director, Georgia Public Defender Council



INDIGENT DEFENSE CONTRACT BETWEEN THE OFFICE OF THE CIRCUIT PUBLIC DEFENDER OF THE SOUTHWESTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF LEE, MACON, SCHLEY, STEWART, SUMTER, AND WEBSTER COUNTIES

THIS CONTRACT is entered into on the dates listed on the signature pages below between the Office of the Circuit Public Defender of the Southwestern Judicial Circuit (hereinafter referred to as the "Office of the Circuit Public Defender"), the governing authority of Lee County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Lee County"), the governing authority of Macon County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Macon County"), the governing authority of Schley County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Schley County"), the governing authority of Stewart County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Stewart County"), the governing authority of Sumter County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Sumter County"), and the governing authority of Webster County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Webster County"). Lee County, Macon County, Schley County, Stewart County, Sumter County, and Webster County are hereinafter referred to collectively as the "Counties."

WHEREAS, the Office of the Circuit Public Defender and the Counties enter into this contract to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, the Counties are bodies politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Office of the Circuit Public Defender exists under the laws of the State of Georgia and operates under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this contract to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council ("GPDC"). This system and this contract include the following:

- (1) The provision by the Office of the Circuit Public Defender and GPDC of the statutorily required services to the Counties;

- (2) The payment to the Office of the Circuit Public Defender by the Counties for assistant public defenders and investigators and administrative assistants;
- (3) The payment by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the Office of the Circuit Public Defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the contract and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1--STATUTORY AND ADDITIONAL SERVICES

Section 1.01 Statutory staffing:

The Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit full-time staff for a public defender office or offices consisting of a Circuit Public Defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, investigative, clerical, and/or paraprofessional services. In addition, pursuant to OCGA § 17-12-27(a)(2), and for as long as the General Assembly provides adequate funding, the Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit one additional full-time assistant public defender.

Section 1.02 Statutory services:

The Office of the Circuit Public Defender agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts:

The Office of the Circuit Public Defender and GPDC agree to provide for legal representation by an attorney who is not an employee of the Office of the Circuit Public Defender in cases described in

Section 1.02 in which the Office of the Circuit Public Defender has a conflict of interest which cannot be resolved by assigning a different lawyer in the Office of the Circuit Public Defender.

ARTICLE 2--ADDITIONAL ASSISTANT PUBLIC DEFENDERS, INVESTIGATORS, AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional employees:

The Counties agree to pay to the Office of the Circuit Public Defender the amount provided in the attachments for the additional personnel listed in the attachments. The amount to be paid includes a 5% administrative services fee. The 5% administrative services fee covers all of the expenses relating to the "county-funded state employees" that would normally be paid by the State on behalf of "state-funded state employees" such as travel reimbursements for travel to the training seminars provided by GPDC. This administrative services fee is determined by the total amount for the budgeted positions. Any unused portion of the administrative services fee for that fiscal year will be refunded to the Counties. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section are full-time state paid employees of the Office of the Circuit Public Defender in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Southwestern Judicial Circuit. The parties agree that the employment of additional personnel by the Office of the Circuit Public Defender pursuant to this section may be terminated by the Office of the Circuit Public Defender if the County does not pay for the costs of these personnel in advance in accordance with this contract. Any changes to the attachments shall be made in accordance with Section 4.05.

Section 2.02 State Bar dues:

The Counties agree to pay the State Bar dues of all of the attorneys who work for the OCPD. In addition to allowing all of the lawyers to legally practice law, this will allow the courts to determine that every attorney who works for the OCPD is paid at least in part by the Counties so the courts can order any and all attorney's fees to be paid to the Counties pursuant to O.C.G.A. § 17-12-51(a).

Section 2.03 Payment terms:

Sumter County agrees to pay the Office of the Circuit Public Defender all of the additional personnel costs stated in the attachments in monthly installments. Installments are due by the 15th day of the preceding month to GPDC. Installments will be paid directly to GPDC with the first installment paid by the 15th of the month before the effective date of this contract. The Office of the Circuit Public Defender agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs of the additional personnel listed in the attachments. At or near the end

of every quarter¹, Sumter County will send invoices to the other five counties for their pro rata share of the additional personnel costs for the quarter that is ending. No funds provided to the Office of the Circuit Public Defender pursuant to this agreement may be utilized for bonuses or rewards for meritorious service to the Circuit Public Defender, the Circuit Public Defender's employees, or contractors, or otherwise utilized in a manner prohibited by Article III, Section VI, Paragraph VI of the Constitution of the State of Georgia prohibiting gratuities.

Section 2.04

The Office of the Circuit Public Defender agrees to authorize and direct GPDC to refund to the Counties (through Sumter County) any funds that have been on deposit with GPDC at the end of the State's fiscal year and that were paid to GPDC for positions that are not filled or were not spent for whatever reason and are not expected to be spent for expenses incurred during the term of this agreement. Any such refund due the Counties shall be issued at the end of the State's fiscal year.

ARTICLE 3--PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses:

The Counties agree to pay their pro rata share of the budget provided in the attachments, which is the budget for appropriate utilities, telephone expenses, materials, supplies, and other expenses necessary to equip, maintain, and furnish the Office of the Circuit Public Defender.

Section 3.02 Travel and expense reimbursement:

The Counties agree to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this contract by an employee of the Office of the Circuit Public Defender to the extent the expenses are not reimbursed by the State.

Section 3.03 Payment terms:

Sumter County will administer and advance the operating expenditures to the extent the expenses are authorized by the Circuit Public Defender of the Southwestern Judicial Circuit and are within the budget as set out in the attachments. Lee County, Macon County, Schley County, Stewart County, and Webster County agree to pay their pro rata share of the operating expenditures listed in the attachments to Sumter County. These funds will be paid quarterly to Sumter County and

¹ As used in this contract, quarters will start on the first days of January, April, July, and October and will end the day before the next quarter starts.

will be based on actual expenditures for the previous quarter based on an invoice sent by Sumter County. Sumter County shall not be responsible for determining whether any expenditures or requests for payment submitted by the Office of the Circuit Public Defender are a legitimate government expense or authorized by law. The Office of the Circuit Public Defender will cooperate with any of the Counties to provide any documentation of any expenditure on request if such documentation is reasonably available to the Office of the Circuit Public Defender.

Section 3.04

Reports, Accounting, and Audits: Sumter County will comply with reasonable requests by the Office of the Circuit Public Defender to provide the Office of the Circuit Public Defender with reports and other information concerning operating expenses required by any State auditor or by GPDC or requested by the Office of the Circuit Public Defender.

Within 15 days of receipt, the Office of the Circuit Public Defender will comply with reasonable requests by any of the Counties to provide reports and other information concerning operating or personnel expenses including a complete copy of any audits of its financial statements, expenditures, or funds, including, but not limited to, any work papers, spreadsheets, line item details, or other documents reviewed by the auditor. The duty to provide a copy of such audits expressly includes any audits conducted by the State of Georgia or a private auditor, regardless of the source of the funds audited.

In addition, any County may request an annual audit of the funds provided to the Office of the Circuit Public Defender pursuant to this contract. Upon receipt of any such request, the Office of the Circuit Public Defender shall take reasonable steps in a timely manner to engage an independent auditor at the expense of the County that requested the audit. No later than 60 days after receipt of the County's request, the Office of the Circuit Public Defender shall provide the Counties a copy of the auditor's reports, findings, and recommendations, and, upon request, a copy of all work papers, spreadsheets, line item details, and other documents or information reviewed by the auditor.

Within 30 days of the close of the term of this contract, Sumter County shall provide the Office of the Circuit Public Defender an accounting, including line item details, of the manner in which the funds allocated pursuant to this contract were applied or spent. Within 15 days of receipt, the Office of the Circuit Public Defender shall thereafter provide a complete copy of the accounting to all other Counties.

Within 30 days of the close of the term of this contract, the Office of the Circuit Public Defender shall provide the Counties an accounting of the number of indigent clients served in the unincorporated area of each county compared to each of the municipalities in each such county.

ARTICLE 4--MISCELLANEOUS

Section 4.01 Term:

The term of this contract is the 6 month period beginning on July 1, 2020 and ending on December 31, 2020. This contract only covers a 6 month period because the Counties do not all share the same fiscal year and it is understood that the Counties may desire to know what their maximum expenses will be for the next 12 months so that they can set their budgets accordingly. In order to provide a maximum figure for the next 12 months for budgeting purposes, the Office of the Circuit Public Defender hereby agrees that the maximum budget that it will ask for in the contract for the following 6 months will not be more than 5% higher than the budget set out in this contract. This is a one-way agreement by the Office of the Circuit Public Defender and there is no corresponding agreement by the Counties to provide any increase whatsoever during the following 6 months.

Section 4.02 Severability:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this contract shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

Section 4.03 Cooperation, dispute resolution, and jurisdiction:

- (1) The Office of the Circuit Public Defender and the Counties collectively and individually acknowledge that this contract may need to be revised periodically to address new or unforeseen matters;
- (2) Each party to this contract agrees to cooperate with the other party to effectuate and carry out the intent of this contract;
- (3) This contract, and the rights and obligations of the parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 4.04 Notice:

A notice to a party to this contract shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Lee County: Christi Dockery, County Clerk & Co-County Manager
Lee County Board of Commissioners
110 Starksville Avenue North
Leesburg, Georgia 31763

Macon County: Regina McDuffie, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

Schley County: Bill Sawyer, County Manager
Schley County Board of Commissioners
Post Office Box 352
Ellaville, Georgia 31806

Stewart County: Joseph B. Williams, Chairman
Stewart County Board of Commissioners
Post Office Box 157
Lumpkin, Georgia 31815

Sumter County: Janice M. Jarvis, Finance Director
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

Webster County: Anthony Kennedy, Chairman
Webster County Board of Commissioners
Post Office Box 29
Preston, Georgia 31824

Office of the Circuit Public Defender: David T. Winheim, Circuit Public Defender
Southwestern Judicial Circuit
510 West Lamar Street, 2nd Floor
Americus, Georgia 31709

Georgia Public Defender Council: Omotayo Alli, Executive Director
Georgia Public Defender Standards Council
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 4.05 Contract modification:

This contract, including the attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this contract and may be altered or amended only by a subsequent written agreement of equal dignity. Provided, however, that the Circuit Public Defender may revise individual line items of the budget as follows: individual line items may be adjusted by the Circuit Public Defender via instructions to Sumter County, the fiscal agent, and/or to GPDC, without notice, so long as said budget revisions do not increase the budgeted amount set out in this contract. This contract supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this contract.

Section 4.06 Termination:

- (1) Due to non-availability of funds: in the event that any of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) are reduced during the term of this contract, the Office of the Circuit Public Defender may terminate the contract. The certification by the Director of GPDC of the occurrence of reduction in State funds is conclusive. The certification by the person designated in Section 4.04 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Office of the Circuit Public Defender in writing of the non-existence or insufficiency of funds and the date of termination. The Office of the Circuit Public Defender may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.07. In lieu of terminating this contract, the Counties and the

Office of the Circuit Public Defender may make financial and other adjustments to this contract by amending it pursuant to Section 4.05.

- (2) For cause: this contract may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this contract. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this contract under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Office of the Circuit Public Defender shall submit a final contract expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final contract expenditure report. Upon termination of this contract, the Office of the Circuit Public Defender shall not incur any new obligations after the effective date of the termination, except as required under Section 4.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
- (3) For Convenience: this contract may be cancelled or terminated by any of the parties without cause; however, the party seeking to terminate or cancel this contract shall give written notice of its intention to do so to the other parties at least 60 days prior to the effective date of cancellation or termination.
- (4) Post-termination obligations: after termination of this contract pursuant to this Section, the Office of the Circuit Public Defender and the Counties agree to comply with the provisions of Section 4.07.

Section 4.07 Cooperation in transition of services.

- (1) During or at the end of the contract: the Office of the Circuit Public Defender agrees upon termination or expiration of this contract, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Office of the Circuit Public Defender where appropriate or required by law, court rule, or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Office of the Circuit Public Defender for all post-termination or post-expiration services under this subsection. The Office of the Circuit Public Defender shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the contract.

- (2) Statutory responsibility continuation: the Office of the Circuit Public Defender and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended, and that the termination or expiration of this contract does not relieve either party of their responsibility under the law.

Section 4.08 Advance of funds:

The parties agree that advances of funds cannot remain outstanding following contract expiration or termination and will be reclaimed. The parties agree that upon termination of this contract all unexpended and unobligated county funds held by the parties revert to the Counties and shall be distributed based on their pro-rata contributions outlined in the attachments hereto. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this contract.

Section 4.09 Attachments incorporated:

The attachments are incorporated into this contract by reference as if fully set forth herein.

Section 4.10 Time:

Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year set out below.

Lee County
by: _____
Signature

Title

ATTEST:

Date

Macon County
by: _____
Signature

Title

ATTEST:

Date

Schley County
by: _____
Signature

Title

ATTEST:

Date

Stewart County
by: _____
Signature

Title

ATTEST:

Date

Sumter County
by: _____
Signature

Title

ATTEST:

Date

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Webster County

by:

Signature

Title

Office of the Circuit Public Defender

by:

Signature

Circuit Public Defender
Title

ATTEST:

Date

ATTEST:

Catherine C. Amcan

May 16, 2020
Date

Georgia Public Defender Standards Council

by:

Signature

Title

ATTEST:

Date

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[contract search term pi3441190701]

zzz done -- OCPD Proposed July to December 2020 budget attachments

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 16,875.00
	other operating expenses	\$ 16,123.60
	Total	\$ 32,998.60

OCPD July to December 2020

zzz done -- OCPD Proposed July to December 2020 budget attachments

Attachment--Personnel Expenses

Personnel budget--state funded		12M Salary		GM salary		Health--Sx30.454%		FICA--Sx7.65%		Pension--Sx24.66%		Unemployment		GM Totals	
ID															
Total	6	\$	449,726.72	\$	224,963.36	\$	98,479.99	\$	17,202.05	\$	55,451.30	\$	108.50	\$	386,105.10
Personnel budget--locally funded by all 8 counties		12M Salary		GM salary		Health--Sx30.454%		FICA--Sx7.65%		Pension--Sx24.66%		Unemployment		Admin. fee** GM Totals	
Total	6	\$	323,140.24	\$	161,570.12	\$	48,204.56	\$	12,360.11	\$	39,843.19	\$	93.00	\$	276,224.54

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

Worksheet based on current staffing and salaries only (any changes subject to Section 5.05)

Personnel budget--state funded	* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	GM Totals
Circuit Public Defender	33	107,636.60	53,918.30	16,389.83	4,117.10	13,271.59	15.50	87,612.32
Assistant Circuit Public Defender	97	68,300.00	34,150.00	10,400.04	2,612.48	8,421.39	15.50	55,598.41
Assistant Circuit Public Defender	59	89,573.04	44,786.52	13,639.29	3,426.17	11,044.36	15.50	72,911.83
Assistant Circuit Public Defender	17	51,500.00	25,750.00	7,841.91	1,969.89	6,349.95	15.50	41,927.23
Investigator/Paralegal	22	41,792.99	20,896.50	6,363.82	1,588.58	5,153.08	15.50	34,027.47
Investigator/Paralegal	53	45,475.02	22,737.51	6,924.48	1,739.42	5,807.07	15.50	37,023.98
Hub	58	45,449.07	22,724.54	6,920.53	1,738.43	5,803.87	15.50	37,002.86
Total 6	6	449,726.72	224,863.36	68,479.89	17,202.05	55,451.30	108.50	366,105.10

Personnel budget--locally funded by all 6 counties	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	Admin. fee**	GM Totals
Assistant Circuit Public Defender	85	59,814.27	29,907.14	9,107.92	2,287.90	7,375.10	2,434.68	51,128.23
Assistant Circuit Public Defender	41	77,620.88	38,810.44	11,819.33	2,969.00	9,570.65	3,159.25	66,344.17
Assistant Circuit Public Defender	23	70,449.93	35,224.97	10,727.41	2,694.71	8,686.48	2,867.45	60,216.52
Administrative Assistant	19	26,154.27	13,077.14	3,982.51	1,000.40	3,224.82	1,065.02	22,365.39
Investigator/Paralegal	64	44,804.68	22,402.34	6,822.41	1,713.78	5,524.42	1,823.92	38,302.37
Office Manager/Investigator/Paralegal	72	44,299.21	22,148.11	6,744.98	1,694.33	5,461.72	1,803.23	37,867.87
Total 6	6	323,140.24	161,570.12	49,204.56	12,360.11	39,843.19	93.00	276,224.54

*Because of privacy concerns, the names of individual employees have been replaced by random numbers; a key will be provided to any county commissioner or staff member or anyone who complies with Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

***this is a one time contribution from GPDC to the OCPD to avoid having to ask the counties for a budget increase in the middle of the fiscal year

zzz done -- OCPD Proposed July to December 2020 budget attachments

Attachment - Totals for 6 months covered by the contract

	GPDC budget	county budget
Personnel	\$ 388,105.10	\$ 276,224.54
Operating	\$	\$ 32,998.60
Total	\$	\$ 309,223.14

County share of personnel based on caseload	Caseload	Percentage	County Share	
			2010	2011
Lee	570	0.28358209	\$	\$ 78,332.33
Macon	312	0.155223981	\$	\$ 42,876.64
Schley	72	0.035820886	\$	\$ 9,894.61
Stewart	82	0.04078602	\$	\$ 11,288.86
Sumner	950	0.472838816	\$	\$ 130,553.89
Webster	24	0.011840289	\$	\$ 3,298.20
Totals	2010	1	\$	\$ 276,224.54

County share of operating based on population	Population	Percentage	County Share	
			2010	2011
Lee	24757	0.286707775	\$	\$ 9,790.84
Macon	14074	0.16867412	\$	\$ 5,598.01
Schley	3768	0.045134768	\$	\$ 1,488.38
Stewart	5252	0.062944187	\$	\$ 2,077.07
Sumner	33200	0.397895489	\$	\$ 13,129.99
Webster	2390	0.02884368	\$	\$ 845.20
Totals	83439	1	\$	\$ 32,998.60

County share of both personnel and operating	Personnel	Operating	County Share of both	
			2010	2011
Lee	\$ 78,332.33	\$ 9,790.84	\$	\$ 88,123.27
Macon	\$ 42,876.64	\$ 5,598.01	\$	\$ 48,442.65
Schley	\$ 9,894.61	\$ 1,488.38	\$	\$ 11,383.99
Stewart	\$ 11,288.86	\$ 2,077.07	\$	\$ 13,345.93
Sumner	\$ 130,553.89	\$ 13,129.99	\$	\$ 143,683.89
Webster	\$ 3,298.20	\$ 845.20	\$	\$ 4,243.40
Totals	\$ 276,224.54	\$ 32,998.60	\$	\$ 309,223.14

Attachment--Retrospective and prospective worksheet

8 month totals for past, current, and maximum* future 8 month budgets				
County	1/1/20 to 6/30/20	7/1/20 to 12/31/20	Max.* for 1/1/21 to 6/30/21	Max.* for 7/1/21 to 12/31/21
Lae	\$ 89,023.13	\$ 89,123.27	\$ 92,529.44	\$ 97,155.91
Macon	\$ 48,385.73	\$ 48,442.65	\$ 50,894.79	\$ 53,408.03
Schley	\$ 11,368.76	\$ 11,363.99	\$ 11,953.19	\$ 12,550.85
Stewart	\$ 13,324.89	\$ 13,345.93	\$ 14,013.23	\$ 14,713.89
Sumner	\$ 143,549.59	\$ 143,693.98	\$ 150,898.07	\$ 158,411.48
Webster	\$ 4,233.74	\$ 4,243.40	\$ 4,455.58	\$ 4,678.35

Total for the year from 1/1/20 to 12/31/20		Maximum* total for the year from 7/1/20 to 6/30/21	
County		County	
Lae	\$ 176,146.40	Lae	\$ 180,652.71
Macon	\$ 96,826.38	Macon	\$ 99,307.44
Schley	\$ 22,752.75	Schley	\$ 23,337.19
Stewart	\$ 26,670.62	Stewart	\$ 27,359.16
Sumner	\$ 287,233.47	Sumner	\$ 294,551.95
Webster	\$ 8,477.14	Webster	\$ 8,698.98

Maximum* total for the year from 1/1/21 to 12/31/21	
County	
Lae	\$ 189,685.35
Macon	\$ 104,272.81
Schley	\$ 24,504.05
Stewart	\$ 28,727.12
Sumner	\$ 309,278.55
Webster	\$ 8,133.93

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 *References to the "Maximum" or "Max." do not necessarily imply that this is the amount that will be requested, see Section 4.01 for further explanation

FY2021 Budget Schedule

May 21 st	Adopt tentative budget
May 22 nd	Send ad to paper
May 27 th	Publication of proposed budget
Commissioners Budget reviews	Wednesday, June 3 Wednesday June 10 Wednesday June 17
June 4 th	Budget Hearing
June 18 th	Adoption of FY2021 budget

State Law requires the ad to be placed in the paper one week prior to the public hearing and the adoption must be at least one week after the public hearing.

MACON COUNTY

FY 2021 Proposed Budget

GENERAL FUND REVENUES	ACTUAL BUDGET 2019	APPROVED BUDGET 2020	PROPOSED BUDGET 2021	% CHANGE
General Property Taxes	\$ 4,073,061	\$ 4,053,000	\$ 4,101,300	1.2%
General Sales & Use Taxes	586,883	484,996	483,459	-0.3%
Selective Sales & Use Taxes	32,215	38,500	35,000	-9.1%
Business Taxes	539,347	531,000	575,600	8.4%
Penalties & Interest	134,928	115,000	105,100	-8.6%
Sub-Total Taxes	5,366,434	5,222,496	5,300,459	1.5%
Regulatory Fees	4,835	6,250	4,675	-25.2%
Non-Bus Licenses & Permits	44,053	44,000	38,200	-13.2%
Pen & Int on Del Lic & Permits	2,763	7,200	3,200	-55.6%
Sub-Total Licenses & Permits	51,651	57,450	46,075	-19.8%
Fed Government Grants	7,970	7,970	7,970	0.0%
Fed Pymts in Lieu of Taxes	10,625	1,200	1,200	0.0%
State Government Grants	5,909	-	-	0.0%
Sub-Total Intergovernmental	24,504	9,170	9,170	0.0%
General Government	296,279	288,500	267,500	-7.3%
Public Safety	593,036	551,700	533,800	-3.2%
Streets & Public Improvmnts	-	-	-	0.0%
Utilities / Enterprises	211,458	230,000	230,000	0.0%
Culture & Recreation	108,396	109,500	97,700	-10.8%
Other Chgs for Services	-	-	-	0.0%
Sub-Total Charges for Services	1,209,169	1,179,700	1,129,000	-4.3%
Fines & Forfeitures	60,514	60,500	59,000	-2.5%
Interest Revenues	634	500	1,000	100.0%
Rents & Royalties	26,596	25,764	25,964	0.8%
Telephone Commissions	-	-	-	0.0%
Other Miscellaneous	337,259	65,000	72,000	10.8%
Sub-Total Miscellaneous	363,855	90,764	97,964	7.9%
Other Financing Sources	56,758	195,000	250,000	28.2%
Appropriated Fund Balance	-	150,000	250,000	0.0%
TOTAL REVENUES	\$ 7,133,519	\$ 6,965,580	\$ 7,142,668	2.5%

MACON COUNTY

FY 2021 Proposed Budget

GENERAL FUND EXPENDITURES	ACTUAL BUDGET 2019	APPROVED BUDGET 2020	PROPOSED BUDGET 2021	% CHANGE
Governing Body-Commissioners	\$ 678,371	765,764	740,426	-3.31%
Elections	100,281	93,812	103,005	9.80%
Bd of Equalization	942	2,200	2,200	0.00%
Legal Services	16,899	19,542	20,320	3.98%
Tax Commissioners	204,850	198,219	208,748	5.31%
Tax Assessors	205,042	239,890	238,392	-0.62%
General Govt Bldgs	203,424	191,247	215,981	12.93%
Government Offices	1,996	7,500	6,500	-13.33%
Sub-Total Government Administration	1,411,805	1,518,174	1,535,572	1.15%
River Valley Reg Commission	7,346	7,328	7,263	-0.89%
Superior Court	49,285	42,983	42,983	0.00%
Clerk of Superior Court	188,354	200,293	198,965	-0.66%
District Attorney	46,500	31,000	53,879	73.80%
Magistrate Court	70,511	78,382	75,440	-3.75%
Probate Court	151,250	152,322	156,315	2.62%
Juvenile Court	33,965	28,018	33,620	19.99%
Public Defender	110,978	97,592	104,150	6.72%
Sub-Total Court Operations	650,843	630,590	665,352	5.51%
Sheriff	637,076	834,319	812,961	-2.56%
Jail Operations	618,954	648,267	631,003	-2.66%
Fire	82,856	96,250	104,250	8.31%
Emergency Med Services	1,131,388	959,031	1,040,405	8.49%
Coroner (Med Exam)	19,376	19,830	23,139	16.69%
E-911	63,282	62,320	62,320	0.00%
Emergency Mgmt	40,948	22,245	27,832	25.12%
Sub-Total Public Safety	2,593,880	2,642,262	2,701,910	2.26%
Roads & Bridges	934,488	963,391	1,030,796	7.00%
Solid Waste Collection	235,584	228,000	230,000	0.88%
Middle Ga Reg Solid Waste	-	-	-	0.0%
Maintenance & Shop	112,390	144,601	129,853	-10.20%
Sub-Total Public Works	1,282,462	1,335,992	1,390,649	4.09%
Public Health Admin	73,500	73,500	73,500	0.0%
Middle Flint Beh. Health	17,428	17,428	17,428	0.0%
Welfare Admin (DFACS)	4,500	4,500	4,500	0.0%
Council on Aging	10,800	14,400	14,400	0.0%

MACON COUNTY

FY 2021 Proposed Budget

GENERAL FUND EXPENDITURES	ACTUAL BUDGET 2019	APPROVED BUDGET 2020	PROPOSED BUDGET 2021	% CHANGE
Sub-Total Public Health	106,228	109,828	109,828	0.0%
Recreation	285,625	244,236	243,135	-0.45%
White Water Creek Park	195,095	180,397	188,857	4.69%
Sub-Total Parks & Recreation	480,720	424,633	431,992	1.73%
Libraries	300	300	600	100.00%
(Agric Res) Extension Services	51,371	64,456	64,506	0.08%
Ga Forestry	14,232	14,457	14,457	0.00%
Building Inspection	63,404	65,220	68,199	4.57%
Planning & Zoning	1,833	3,650	3,650	0.00%
Economic Development	85,713	92,000	92,000	0.00%
Literacy Council	36,523	36,690	36,690	0.00%
Sub-Total Other Public Services	253,376	276,773	280,102	1.20%
Contingency	-	20,000	20,000	0.00%
Transfer Out	-	-	-	0.00%
Transportation Services, Other	-	-	-	-
TOTAL EXPENDITURES	\$ 6,786,660	\$ 6,965,580	\$ 7,142,668	2.5%