



**AGENDA**  
**Cochran City Council**  
**Tuesday, June 10, 2014**  
**Work Session Meeting @ 6:00 PM**  
**Regular Meeting @ 7:00 PM**

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*Community House located at 192 South Third Street, Cochran, GA 31014*

**City Council**

Michael Stoy, Mayor  
Charles Cranford, Mayor Pro Tem (*District 2 , Post 1*)  
Gary Ates, Council Member (*District 1, Post 1*)  
Willie Basby, Council Member (*District 1, Post 2*)  
Eric Bisher, Council Member (*District 2 , Post 2*)  
Tommy Guyton, Council Member (*District 3 , Post 2*)  
Andrew Lemmon, Council Member (*District 3 , Post 1*)

**City Staff**

Ray Gibson, City Manager  
Lisa Chastain, City Clerk  
Leo Phillips, City Attorney

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- I. Call to Order by the Mayor**
  - II. Invocation –**
  - III. Pledge of Allegiance**
  - IV. Attendance**
  - V. Adopt Agenda**
  - VI. Approval of Minutes**
    - May 13, 2014 City Council Work Session Meeting Minutes
    - May 13, 2014 City Council Regular Meeting Minutes

## **VII. Presentations**

Mauldin & Jenkins will be present to discuss the audit for period ending June 30, 2013.

## **VIII. Agenda Items**

### **Item # 1 – Presented by Ray Gibson, City Manager**

**Resolution 25-14:** Request to approve a Memorandum of Understanding with the Arts Alliance.

### **Item # 2 - Presented by Ray Gibson, City Manager**

**Resolution 26-14:** Request to approve the selection of a City Engineer.

### **Item # 3 - Presented by Ray Gibson, City Manager**

**Resolution 27-14:** Request to approve a contract agreement with the Cochran-Bleckley Chamber of Commerce for the time period July 1, 2014 to December 31, 2015.

### **Item # 4 - Presented by Ray Gibson, City Manager**

**Resolution 28-14:** Request to approve the services of Mauldin & Jenkins to complete the July 1, 2013 to December 31, 2013 financial audit.

### **Item # 5 – Presented by Ray Gibson, City Manager**

**Resolution 29-14:** Request to approve a Memorandum of Understanding between the Department of Transportation and City of Cochran.

### **Item # 6 - Presented by Mayor Michael Stoy**

**Ordinance 5-14:** An ordinance to amend the City Charter.

## **IX. City Manager Updates**

## **X. Council Discussion Items**

**XI. Public Comments** (Please note that every individual who signs up to speak prior to the meeting will be given a total of five minutes to address the Mayor and Council)

## **XII. Announcement of Upcoming Meetings and Events**

- Regularly Scheduled City Council Work Session Meeting – July 8, 2014 @ 6:00 pm
- Regularly Scheduled City Council Meeting – July 8, 2014 @ 7:00 pm

## **XIII. Executive Session**

- A.** Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege as provided in Georgia Code section 50-14-2(1) and 50-14-

3(b)(1)(A). The subject discussed was [identify the case or claim discussed but not the substance of the attorney-client discussion].

- B.** Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).
- C.** Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate as provided in Georgia Code section 50-14-3(b)(1)(C).
- D.** Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).
- E.** Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).
- F.** Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).
- G.** Meeting to interview one or more applicants for the position of the executive head of an agency as provided in Georgia Code section 50-14-3(b)(2).
- H.** Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was [identify the matter but not the substance of the discussion].
- I.** Staff meeting held for investigative purposes under duties or responsibilities imposed by law as provided by Georgia Code section 50-14-3(a)(1).

**Adjourn**

**RESOLUTION NUMBER 25-14**

**CITY OF COCHRAN  
COUNTY OF BLECKLEY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCHRAN, GEORGIA  
AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF COCHRAN AND THE COCHRAN-BLECKLEY ARTS ALLIANCE.**

**WHEREAS**, the City of Cochran has previously established the Cochran-Bleckley Arts Alliance, a Georgia nonprofit 501(c)3, under a Memorandum of Understanding (MOU) that has recently expired; and,

**WHEREAS**, the MOU has been established for the purpose of defining the usage of the Old Municipal Building space bounded on the southwest by the back wall of the old city auditorium and on the northeast by the back wall of the said building adjacent to the Tessie Norris Library at 113 East Dykes Street; and,

**WHEREAS**, the City of Cochran has limited abilities to meet the cultural needs of its citizens, which has resulted in the creation of the Cochran-Bleckley Arts Alliance; and,

**WHEREAS**, the City of Cochran and the Cochran-Bleckley Arts Alliance have agreed to a revised MOU, attached hereto as Exhibit 'A' and shall remain in force for an initial one year period after which it will automatically renew for one year periods unless otherwise modified by either party.

**NOW THEREFORE**, be it resolved that the Mayor and Council approves the MOU between the City of Cochran and the Cochran-Bleckley Arts Alliance as outline in Exhibit 'A'.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_,  
with the vote being \_\_\_\_\_ in favor and \_\_\_\_\_ against. This resolution passed this 10<sup>th</sup>  
day of June 2014.

BY: \_\_\_\_\_  
Honorable Michael Stoy, Mayor

ATTEST: \_\_\_\_\_  
Lisa Chastain, City Clerk

# City of Cochran

P.O. Box 8

Cochran, Georgia 31014-0008

(478) 934-6346

Fax - (478) 934-3230

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COCHRAN AND THE COCHRAN-BLECKLEY ARTS ALLIANCE

The City of Cochran, a Georgia municipal corporation ("City"), and the Cochran-Bleckley Arts Alliance, a Georgia nonprofit 501(c)3 ("CBAA"), agree to the following and to complete necessary documentation and do other tasks necessary to implement the terms of this binding Memorandum of Understanding ("MOU").

This MOU has been established between the City and the CBAA for the purpose of defining the usage of the Old Municipal Building space bounded on the southwest by the back wall of the old city auditorium and on the northeast by the back wall of the said building adjacent to the Tessie Norris Library at 113 East Dykes Street, Cochran, GA 31014.

### Purpose:

Recognizing that the City of Cochran has limited abilities to meet the cultural needs of its citizens, the City has entered into a MOU with the CBAA to provide space in exchange for cultural programming.

### Responsibilities of the CBAA:

- Offer programming consistent with the mission and charter of the CBAA to all citizens living within the Cochran-Bleckley County community.
- Pay for all utilities associated with the use of the designated space.
- Execute a minimum of a \$1 Million waiver of liability to the City.
- Provide sufficient liability insurance, approved by the City, which will hold the City harmless and indemnify the City from any claims or suits arising out of any of the CBAA activities in the space provided or on the grounds owned by the City surrounding the Old Municipal Building. Liability insurance will be maintained by the CBAA during their entire period of occupancy.
- Provide the City with a set of keys to all doors.

### Responsibilities of the City of Cochran:

- Provide the CBAA with the above defined space free-of-charge to offer programming consistent with their mission and charter to the citizens of the City and Bleckley County.
- Make all structural repairs within the defined space to include HVAC maintenance and upgrades.

**RESOLUTION NUMBER 26-14**

**CITY OF COCHRAN  
COUNTY OF BLECKLEY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCHRAN, GEORGIA  
AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COCHRAN AND  
FALCON DESIGN CONSULTANTS, LLC TO PROVIDE ENGINEERING AND  
RELATED PROFESSIONAL SERVICES.**

**WHEREAS**, it is the role of the City of Cochran municipal government to protect the health, safety, and welfare of the general public; and,

**WHEREAS**, the Mayor and Council has in the past appointed a city engineer to perform numerous projects throughout the City of Cochran; and,

**WHEREAS**, the City Manager prepared and issued an Request for Qualifications (RFQ) that resulted in four (4) proposals; and,

**WHEREAS**, the General Maintenance Supervisor and the City Manager thoroughly reviewed the proposals and now recommends that it is in the best interest of the Mayor and Council to select Falcon Design Consultants, LLC to provide City Engineering and related professional services. .

**NOW THEREFORE**, be it resolved that the Mayor and Council approves the selection of Falcon Design Consultants, LLC to provide City Engineering and related professional services as outlined in the Agreement attached hereto as Exhibit "A".

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_,  
with the vote being \_\_\_\_\_ in favor and \_\_\_\_\_ against. This resolution passed this 10<sup>th</sup>  
day of June 2014.

BY: \_\_\_\_\_  
Honorable Michael Stoy, Mayor

ATTEST: \_\_\_\_\_  
Lisa Chastain, City Clerk

**EXHIBIT 'A'**  
**AGREEMENT**  
**FOR ENGINEERING AND RELATED**  
**PROFESSIONAL SERVICES**

**CITY OF COCHRAN**  
**COUNTY OF BLECKLEY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCHRAN, GEORGIA AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COCHRAN AND FALCON DESIGN CONSULTANTS, LLC TO PROVIDE ENGINEERING AND RELATED PROFESSIONAL SERVICES.**

**THIS AGREEMENT** made as of 11<sup>th</sup> day of June, 2014, by and between **THE CITY OF COCHRAN** hereinafter referred to as the "Client," and **FALCON DESIGN CONSULTANTS, LLC** hereinafter referred to as the "Consultant."

**WHEREAS**, the Client requires certain technical services for the implementation of such project; and,

**WHEREAS**, the Client recognizes that the Consultant has the expertise which is requires; and,

**WHEREAS**, the Parties hereto are desirous of entering into an agreement for Consultant to furnish the various technical services hereinafter described which the client requires.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

I. SELECTION OF CONSULTANT

The Consultant has been selected by the Client following an objective review of the Consultant's ability to provide the specified services, in compliance with the local standards for procurement of professional services.

II. SCOPE OF SERVICES

1. Services by Consultant:

The Consultant shall perform all the necessary services specified in this Agreement in connection with the Client's Project, (hereinafter referred to as "the Project") as follows:

- (a) On an as needed basis provide consultation services to include evaluations, design, consultation, land surveying, GIS data collection and design, and construction management services.

2. Obligation of Client:

The Client shall provide all the necessary support to assist Consultant in the performance of its services outlined above in regard to the project as follows:

- (a) Provide timely overall policy direction for project;
- (b) Provide legal services incidental to or necessary for: entering into contracts or resolving contract disputes, acquisitions of rights-of-way and exercise of eminent domain;
- (c) Inform Consultant of and assist Consultant with any unusual site conditions;
- (d) Provide easements of rights-of-way necessary for design and construction of the project; and,
- (e) Make itself, its employees, and officials available to Consultant for timely consultation and decision-making.

III. TIME OF PERFORMANCE:

Upon execution of this Agreement, Consultant will commence performance of its services hereunder, and will complete same within a time period required to meet project schedules.

IV. COMPENSATION:

In consideration of services rendered under the provisions of this Agreement, the Client will pay the Consultant fees for services rendered.

V. METHOD OF PAYMENT:

Compensation for services rendered and associated expenses under this Agreement shall be made in monthly payments in proportion to progress on project activities as billed by the Consultant. Accompanying the invoice shall be a monthly report of services provided.



VI. NOTICES AND REPRESENTATIVES:

- (a) All notices required herein between the parties hereto shall be given in person or by mail and if by mail such notice shall be considered as given on the date following date of mailing in the United States Mail with proper postage affixed thereto and addressed as follows, which are the respective names and addresses of the Client and Consultant:

CLIENT:

**The City of Cochran**  
P.O. Box 8  
112 West Dykes Street  
Cochran, GA 31014  
Attn: **Ray Gibson, AICP**  
**City Manager**

CONSULTANT:

**Falcon Design Consultants, LLC**  
235 Corporate Center Drive, Suite 200,  
Stockbridge, GA 30281  
Attn: **Adam Price, P.E.**  
**Managing Partner**

**EXHIBIT "A"**  
**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Consultant of such failure, violation, or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.
3. Changes. The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Agreement.
4. Personnel.
  - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client.
  - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
5. Reports and Information. The Consultant, at such times and in such forms as the Client may require, shall furnish the Client with monthly reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
6. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the

Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the Client.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
9. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and Local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
10. Equal Employment Opportunity. During the performance of the Agreement, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include but not be limited to, the following: Employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
  - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
  - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

- e. The Consultant will furnish all information and reports required by Executive Order 11246 of Se or pursuant thereto, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance.
12. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. Interest of Members of a Public Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client, who exercises and functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
14. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
15. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of

his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. Georgia Energy Code. The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.
17. Architectural Barriers. The Consultant and Client to hereby acknowledge and agree that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.

**RESOLUTION NUMBER 27-14**

**CITY OF COCHRAN  
COUNTY OF BLECKLEY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCHRAN, GEORGIA  
AUTHORIZING THE CONTINUATION OF THE CURRENT CONTRACT  
AGREEMENT BETWEEN THE CITY OF COCHRAN AND THE COCHRAN-  
BLECKLEY CHAMBER OF COMMERCE.**

**WHEREAS**, the City of Cochran is a progressive and growing city in the Middle Georgia area; and

**WHEREAS**, the City of Cochran has many advantages to offer to individual citizens, businesses, and industry that might be interested in locating in the City of Cochran if they were aware of the advantages that the City of Cochran has to offer; and,

**WHEREAS**, the Cochran-Bleckley Chamber of Commerce, Inc., is willing to undertake the responsibility of promoting the City of Cochran and will specifically assist the City of Cochran in seeking new industry for the City of Cochran, seeking new businesses for the City of Cochran, seeking new residents for the City of Cochran, and otherwise promoting the City of Cochran, and,

**WHEREAS**, The Cochran-Bleckley Chamber of Commerce, Inc., can and is willing to undertake the responsibility of such promotion and in a more beneficial and economical manner than the City of Cochran acting through a Public Relations Department or otherwise; and,

**WHEREAS**, the current contract between the City of Cochran and the Cochran-Bleckley Chamber of Commerce ends on July 1, 2014.

**NOW THEREFORE**, be it resolved that the Mayor and Council approves the continuation of the contract agreement with the Cochran-Bleckley Chamber of Commerce through December 31, 2014.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, with the vote being \_\_\_\_\_ in favor and \_\_\_\_\_ against. This resolution passed this 10<sup>th</sup> day of June 2014.

BY: \_\_\_\_\_  
Honorable Michael Stoy, Mayor

ATTEST: \_\_\_\_\_  
Lisa Chastain, City Clerk

## CONTRACT FOR SERVICES

STATE OF GEORGIA  
CITY OF COCHRAN

This agreement is made and entered into this 1st day of July 1, 2013 by and between the City of Cochran and the Cochran-Bleckley Chamber of Commerce, Inc.

**WHEREAS**, the City of Cochran is a progressive and growing city in the Middle Georgia area; and

**WHEREAS**, the City of Cochran has many advantages to offer to individual citizens, businesses, and industry that might be interested in locating in the City of Cochran if they were aware of the advantages that the City of Cochran has to offer; and

**WHEREAS**, the Cochran-Bleckley Chamber of Commerce, Inc., is willing to undertake the responsibility of promoting the City of Cochran and will specifically assist the City of Cochran in seeking new industry for the City of Cochran, seeking new businesses for the City of Cochran, seeking new residents for the City of Cochran, and otherwise promoting the City of Cochran, and

**WHEREAS**, The Cochran-Bleckley Chamber of Commerce, Inc., can and is willing to undertake the responsibility of such promotion and in a more beneficial and economical manner than the City of Cochran acting through a Public Relations Department or otherwise;

**NOW THEREFORE**, in consideration of the sum of \$22,500.00 (*Twenty Two Thousand Five Hundred*) dollars paid by the City of Cochran to the Cochran-Bleckley Chamber of Commerce, Inc., as well as other goods and valuable considerations the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby agree as follows:

**I.**

The Cochran-Bleckley Chamber of Commerce, Inc., will promote and publicize The City of Cochran and will specifically seek new industry, seek new businesses, attempt to get citizens to move into the City of Cochran, assist and support existing businesses and industries within the City of Cochran, support agricultural and agri-business in the area, and otherwise act as a Public Relations Department in promotion of the City of Cochran and the area.

**II.**

The Cochran-Bleckley Chamber of Commerce, Inc., will at all times during the term of this contract maintain an office and staff on a full time basis for the promotion of the City of Cochran and the Cochran area.

**III.**

The Cochran-Bleckley Chamber of Commerce, Inc., will promote the general welfare and do such things as tend to improve trade in the City of Cochran, and to bring new industry, new businesses, new citizens, and new trade into the City of Cochran.

**IV.**

The Cochran-Bleckley Chamber of Commerce, Inc., will provide the City of Cochran, quarterly financial statements including a balance sheet reflecting the Cochran-Bleckley Chamber of Commerce, Inc.'s financial position and a statement of receipts and disbursements reflecting the sources of income and uses of funds.

**V.**

The Cochran-Bleckley Chamber of Commerce, Inc., will provide the Mayor and each Councilperson of the City of Cochran access to its minutes of each and every Board of Directors' meeting reflecting a report of the Cochran-Bleckley Chamber of Commerce, Inc.'s activities and the official actions taken by the Cochran-Bleckley Chamber of Commerce, Inc.'s governing body.



## VI.

The Cochran-Bleckley Chamber of Commerce, Inc., will notify the Mayor of the City of Cochran of each Board of Directors' meeting and the Mayor or a Councilperson designated by the Mayor shall be authorized to attend each and every meeting of the Board of Directors of the Chamber of Commerce.

## VII.

The Cochran-Bleckley Chamber of Commerce, Inc., will do such other acts to promote the general welfare of the City of Cochran as shall be agreed upon by the Cochran-Bleckley Chamber of Commerce, Inc., and Bleckley County.

## VIII.

The term of this contract shall begin July 1, 2013 and shall end June 30, 2014. One-half of the appropriate money **\$11,250.00 (Eleven Thousand Two Hundred Fifty) dollars** will be payable on July 1, 2013 and the remaining money **\$11,250.00 (Eleven Thousand Two Hundred Fifty) dollars** will be due January 1, 2014. It will be the responsibility of the Chamber of Commerce to invoice the City of Cochran Clerk in a timely manner in order to receive payment on the due dates. Should either party choose to terminate this contract, a written 60 (*Sixty*) day notification of intent to terminate shall be presented to the other party. At the end of the 60 days, a 30 (*Thirty*) day final written notification shall be presented to the other party.

## IX

Exhibit A is part of this contract.

# EXHIBIT A

July 1, 2011

## ***Primary Goals and Objectives***

(Primary should receive major attention, time and resources)

1. Formulate plan to prospect for new industries for the City of Cochran
2. Promote residential and rural growth and development in the City of Cochran
3. Facilitate increased public relations between the City of Cochran and Middle State Georgia College
4. Design and execute a plan to boost and sustain Chamber of Commerce membership

## **Secondary Goals and Objectives**

(Secondary are equally important however, they should require less time and resources)

1. Raise the awareness of the City of Cochran to surrounding counties, especially Houston
2. Organize 2 (*two*) successful fundraisers each year for the benefit of the Chamber of Commerce
3. Craft a bi-annual Chamber of Commerce newsletter to be published on the Bleckley County Chamber Web Site. This newsletter should also be released to the Cochran Journal and Shoppers Guide.

## **Stretch Goals and Objectives**

(Longer term goal to work towards)

1. Acquire in one new business to the Cochran Bleckley Industrial Park
2. Persuade in two new nationally recognized retail chain businesses to locate in the City of Cochran or Bleckley County.

In witness hereof, the City of Cochran and the Cochran-Bleckley Chamber of Commerce, Inc. have hereunto set their hands and seals through their appropriate elected officials and as authorized and directed in an official meeting of each body the day and year first above written.

As to City of  
Cochran, Georgia  
signed, sealed, and  
delivered in the  
presence of:

THE CITY OF COCHRAN

BY: \_\_\_\_\_  
Willie Basby  
Mayor

\_\_\_\_\_  
Common Witness

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Georgia State at Large  
My Comm. expires \_\_\_\_\_

(SEAL AFFIXED)

As to Cochran-  
Bleckley Chamber of  
Commerce, Inc.  
signed, sealed, and  
delivered in the  
presence of:

COCHRAN-BLECKLEY  
CHAMBER OF COMMERCE, INC.

BY: \_\_\_\_\_  
Kathryn Fisher  
President/CEO  
Cochran-Bleckley  
Chamber of Commerce

\_\_\_\_\_  
Common Witness

(SEAL AFFIXED)

\_\_\_\_\_  
Notary Public  
Georgia State at Large  
My Comm. expires \_\_\_\_\_

**RESOLUTION NUMBER 28-14**

**CITY OF COCHRAN  
COUNTY OF BLECKLEY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCHRAN, GEORGIA  
AUTHORIZING THE SERVICES OF MAULDIN & JENKINS CERTIFIED PUBLIC  
ACCOUNTANTS, LLC FOR THE COMPLETION OF THE FINANCIAL AUDIT FOR  
THE TIME PERIOD JULY 1, 2013 THROUGH DECEMBER 31, 2013.**

**WHEREAS**, the Mayor and Council is required by state law to complete a financial audit for each fiscal year; and,

**WHEREAS**, Mauldin & Jenkins Certified Public Accounts, LLC completed the fiscal year 2013 financial audit for the City of Cochran; and,

**WHEREAS**, Mauldin & Jenkins Certified Public Accounts, LLC has provided the Mayor and Council with a letter of understanding outlining their services for the completion of the financial audit for the time period July 1, 2013 through December 31, 2013, attached hereto as **Exhibit 'A'**.

**NOW THEREFORE**, be it resolved that the Mayor and Council approves the services of Mauldin & Jenkins Certified Public Accounts, LLC to complete the financial audit for the time period July 1, 2013 through December 31, 2013 as outlined in **Exhibit 'A'**.

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_,  
with the vote being \_\_\_\_\_ in favor and \_\_\_\_\_ against. This resolution passed this 10<sup>th</sup>  
day of June 2014.

BY: \_\_\_\_\_  
Honorable Michael Stoy, Mayor

ATTEST: \_\_\_\_\_  
Lisa Chastain, City Clerk

May 28, 2014

Honorable Mayor and Members of the  
City Council and City Manager  
City of Cochran, Georgia  
112 W. Dykes Street  
Cochran, Georgia 31014

Attn: Ray Gibson, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Cochran, Georgia (the City) for the six months ended December 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Cochran, Georgia as of and for the period then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget (GAAP Basis) and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to

the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
2. Combining and individual fund statements and schedules

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Cochran, Georgia and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Members of the City Council for the City of Cochran, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and assuming ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements

with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted



auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Cochran, Georgia's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Cochran, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will coordinate our fieldwork and issuance of our reports with management. Miller G. Edwards is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on actual time spent at our quoted hourly rates, plus travel and other out-of-pocket costs (such as report production, typing, postage, etc.) Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including incomplete or untimely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal

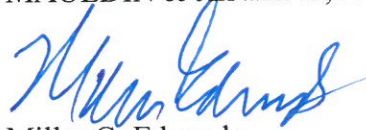
City of Cochran – December 31, 2013 Engagement Letter  
May 28, 2014  
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fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Cochran, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Miller G. Edwards

MGE: hp  
Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the City of Cochran, Georgia.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NUMBER 29-14**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE DEPARTMENT OF TRANSPORTATION**

**AND**

**City of Cochran**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_\_, between Georgia Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Cochran, acting through its City Council, hereinafter called the "CITY",

WHEREAS, the DEPARTMENT, has primary responsibility for identifying and budgeting the Construction funding of project number P.I. No. 0011865, Ash Street, HG-0154, hereinafter called the "PROJECT"; and

WHEREAS, the PROJECT has been designated as a Transportation Investment Act project pursuant to O.C.G.A. § 48-8-240 *et. seq.*; and

WHEREAS the CITY, has requested the milling of Ash Street prior to its repaving; and

WHEREAS the CITY has agreed to pay for the additional costs associated with milling above the DEPARTMENT's costs for repaving.

NOW THEREFORE, it is hereby agreed and understood by and between the parties to this Agreement that:

1. The DEPARTMENT shall include milling in the project plans when the PROJECT is put out for bids.
2. Upon selection of an apparent winning bid, the DEPARTMENT shall notify the CITY of the amount due to the DEPARTMENT for the additional costs of milling. The CITY shall pay to the DEPARTMENT, utilizing local funds, the amount due prior to the contract being awarded, subject to the provisions of paragraph 3.
3. The maximum amount that the CITY will pay for the milling of Ash Street for the PROJECT is Fifty Six Thousand and 00/100 Dollars (\$56,000.00). Should the apparent winning bid

for the PROJECT include a cost for milling in excess of \$56,000.00, the CITY, at its discretion, shall have the option of paying the additional cost with its local funds to the DEPARTMENT, or directing the DEPARTMENT to proceed without the milling of Ash Street.

4. THE CITY ACKNOWLEDGES THAT THE PROJECT IS 100% FUNDED WITH SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX PROCEEDS COLLECTED PURSUANT TO THE TRANSPORTATION INVESTMENT ACT OF 2010. THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECT ARE STRICTLY LIMITED TO THE AMOUNT OF SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX PROCEEDS REMITTED TO THE DEPARTMENT BY THE GEORGIA STATE FINANCE AND INVESTMENT COMMISSION AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECT.
5. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written:

**DEPARTMENT OF TRANSPORTATION**

**City of Cochran**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Signed, Sealed & Delivered

This \_\_\_\_\_ Day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

\_\_\_\_\_  
Federal Employee Tax No.