



Bulloch County Board of Commissioners Regular Meeting

November 20, 2012
Estimated Time: 2 Hour Meeting
Jury Assembly Room
20 Siebald Street
Statesboro, Georgia
8:30 AM

Meeting Function: **Board of Commissioners** Type of Meeting: **Regular Meeting**

Meeting Chair: **Chairman, Garret Nevil (Presiding)** Recorder: **Clerk of the Board, Christy Strickland**

Parliamentarian: **County Attorney, Jeff Akins** Ex-Officio: **Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Developmental Services Director; County Engineer, Kirk Tatum; Public Safety Director, Ted Wynn; Jeff Herrington, Airport Manager; and Mike Rollins, Statesboro Bulloch County Parks and Recreation Director**

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Gibson	8:32 AM	
Roll Call	Clerk of the Board	8:33 AM	
Approval of General Agenda	Chairman Nevil	8:35 AM	
Presentation			
American Ion, Inc	Representative of America Ion, Inc	8:37 AM	
Public Hearing			
Redevelopment Plan	County Manager	9:00 AM	
Public Comments	Audience	9:30 AM	
Consent Agenda	Chairman Nevil	9:40 AM	
Approval of Minutes – Regular Meeting held on November 5, 2012	Clerk of the Board		Tab A
Approval of a Janitorial Cleaning Contract with Divine Clean Care	Parks & Recreation		Tab B
To Authorize the County Manager to execute an agreement with the Digital Office Equipment	County Manager		Tab C
To Authorize the County Manager to execute an agreement with the Georgia State Properties Commission for DFACS Space	County Manager		Tab D
To Authorize the County Manager to execute an agreement with the Georgia State Properties Commission for Radio Tower Space	County Manager		Tab E
To Authorize the County Manager to execute an agreement with the Georgia State Properties Commission for VA Space	County Manager		Tab F
To Authorize the County Manager to execute an agreement with the Georgia Employees Benefits Corporation (GEBCORP)	County Manager		Tab G

To Authorize the County Manager to approve a contract with WK Dickson Engineering for design and engineering services related to land acquisition Services, and the Taxiway /Papi Lighting Rehab Design Projects at the Statesboro-Bulloch County Airport	Airport		
New Business			
Discussion/Action: To approve a contract with Ellis Wood Contracting	Roads/Engineering	9:45 AM	Tab H
Discussion: Q1 Fiscal Review	County Manager	9:50 AM	
Commission and Staff Comments	Chairman Nevil, et al.	10:00 AM	
Executive Session: Personnel	Clerk of the Board	10:10 AM	RED TAB
Adjourn	Chairman	10:30 AM	
Additional Information - Background information in Board packets			

November 5, 2012
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 p.m. at Statesboro-Bulloch Recreation Department located at One Max Lockwood Road Statesboro, Georgia. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Thompson gave the invocation and the pledge of allegiance.

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Mosley, Commissioner Simmons (came in after the presentation from the Hospital Authority), Vice Chairman Ethridge, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Public Safety Director Ted Wynn, County Engineer Kirk Tatum, Transportation Director Dink Butler, and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil opened the meeting for Public Hearings regarding Zoning and Land Use matters and stated that the first item of business was the approval of the Zoning and Land Use Agenda. Chairman Nevil asked for amendments or modifications of the Zoning and Land Use Agenda. Hearing none, Commissioner Mosley offered a motion to approve the Zoning and Land Use Agenda as presented. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion. Chairman Nevil asked Zoning Administrator Randy Newman to present the first item of business.

Zoning Administrator Randy Newman presented Item #1 which was an application submitted by Robert L. and Lutehia Byrd for a Conditional Use Request to operate a personal care home. Mr. Newman stated the property consists of 4.33 acres and is located on Burkhalter Road, Tax Map # 078 000031 000. The Planning and Zoning Commission recommended approval of the request with a condition. Mr. Byrd was present and stated they wanted to open a personal care home where they would have anywhere from four (4) to six (6) patients. He stated the patient's safety was a major priority and he would fence in the pond on the property and also he would fence around the residence. Commissioner Ethridge

asked if someone would be on site full time. Mr. Byrd stated there would be a certified caregiver there twenty-four hours /seven days a week. Commissioner Thompson asked if they would be state mandated and Mr. Byrd said they would. Commissioner Thompson explained there was a similar request for a personal care home at the October meeting that was turned down because of a pond in the area which did not belong to the applicants and there were concerns for safety. He stated since the pond was the applicants and they agreed to fence it in for the safety of the citizen he would offer a motion to grant the conditional use submitted by Robert L. and Lutheia Byrd with a condition. (See Exhibit # 2012-114) Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

Sign-in sheets for Zoning Matters are shown in Exhibit #2012-115.

Chairman Nevil closed the Public Hearings regarding Zoning and Land Use matters, and asked for amendments or modifications of the General Agenda. Hearing none, Commissioner Gibson offered a motion to approve the General Agenda as presented. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was a Presentation from the Hospital Authority on the Annual Tax Relief Contribution. Lee Cromley, Chairman of the Hospital Authority stated he had presented Chairman Nevil the contribution check in the amount of \$700,986.24 on October 29, 2012 and reviewed the 2012 Annual report.

Chairman Nevil stated next on the agenda was for Public Hearings on seven (7) county maintained roads that have been petitioned for abandonment or closure according to county procedure and state law were public notice has been duly given.(See Exhibit # 2012-116) Commissioner Mosley offered a motion to open the floor for the public hearings. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion. Chairman Nevil stated the first public hearing was for a petition to abandon a portion of County Road # 364 A/K/A Hagan Mill Pond Road. He yielded the floor to County Manager Tom Couch, who explained the petition. Hearing no comments from the public and not having received anything in writing Chairman Nevil moved onto the next petition.

Chairman Nevil stated the second public hearing was for a petition to abandon a portion of County Road # 364 A/K/A Lee Williams Road. He yielded the floor to County Manager Tom Couch, who explained the petition. Hearing no comments from the public and not having received anything in writing Chairman Nevil moved onto the next petition.

Chairman Nevil stated the third public hearing was for a petition to abandon a portion of County Road # 452 A/K/A Francis Scott Drive. He yielded the floor to the County Manager Tom Couch, who explained the petition. There were three (3) people signed up to speak. Ms. Elaine Fowler stated she lived adjacent to the property close to the ninety degree turn. She stated the turn has become a catch all spot where people throw trash out; there are drug deals done there, etc. She stated she would like to see more of the road closed than what is being proposed. Ms. Fowler stated she is concerned how she will access her property if the proposed portion of the road is closed. Ms. Betty Rigdon stated she agreed with the abandonment of the road but she is also concerned with the activity at the ninety degree turn. Mr. Gene Fletcher stated he was opposed to the petition and the road had been there since the 1950's and if it was approved his property would become a dumping ground for trash and he is not sure where he would have access too. After hearing no further comments and not having received anything in writing Chairman Nevil moved onto the next petition.

Chairman Nevil stated the fourth public hearing was for a petition to abandon a portion of County Road # 415 A/K/A Dyches Road. He yielded the floor to County Manager Tom Couch, who explained the petition. There were two (2) people signed up to speak. Mr. Danny Lively stated he owns two (2) parcels of land that has a pond in the middle and if the road is closed he will not have access to the back of his property. County Engineer Kirk Tatum stated the property would not be physically blocked and that Mr. W.M. Sheppard is going to erect a gate but it would be past Mr. Lively's access. Chairman Nevil asked who owns the road once it is abandoned. County Attorney Jeff Akins stated it would be quitclaimed back to the original owner. Mr. William Girardeau stated he had no objections to the petition but he just wanted to make sure he still had access to his property. After hearing no further comments and not having received anything in writing Chairman Nevil moved onto the next item.

Chairman Nevil stated the fifth public hearing was for a petition to abandon County Road # 518 A/K/A Girardeau Road. He yielded the floor to County Manager Tom Couch, who explained the petition. Hearing no comments from the public and not having received anything in writing Chairman Nevil moved onto the next petition.

Chairman Nevil stated the sixth public hearing was for a petition to abandon County Road # 479 A/K/A Sandspur Lane. He yielded the floor to County Manager Tom Couch, who explained the petition. There were four (4) people signed up to speak. Mr. Joe Matthews stated the road is in terrible condition, there are no ditches and when it rains it is dangerous to drive on. He stated he does not want to stop anybody from accessing their property and if the road's condition could be improved it may help. Mr. Scott Saunders stated he agreed with the same thing Mr. Matthews was concerned with and would like to see the road conditions fixed. Mr. William Roberts stated the road is in terrible condition and the county has stopped maintaining a certain portion of it. He stated he would not have access to his property if the road was closed. Mr. Jamey Lee stated his concerns had been addressed about the condition of the road. After additional discussion about the access and road conditions Chairman Nevil moved onto the next petition.

Chairman Nevil stated the seventh and last public hearing was for a petition to abandon County Road # 420 A/K/A Morton Road & Jack Morton Lane. He yielded the floor to County Manager Tom Couch, who explained the petition. Hearing no comments from the public and not having received anything in writing Chairman Nevil asked for a motion to close the public hearings. Commissioner Gibson offered a motion to close the public hearings on the road abandonments. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Sign-In Sheets for Road Abandonments are shown in Exhibit # 2012-117

Next, Chairman Nevil asked for public comments from the audience at large or in writing. County Manager Thomas Couch and Clerk of the Board Christy Strickland both stated that there were no formal requests or petitions received in writing. Hearing no comments from the public, Chairman Nevil stated they would take a five (5) minute recess.

After the recess, Chairman Nevil stated that the next item on the Agenda was to approve the Consent Agenda as follows: (1) To approve the Minutes of the Regular Meeting held on October 16, 2012; (2) To approve a CDBG/EIP Economic Development and Construction Agreement between Bulloch County, the Development Authority, the Georgia Department of Community Affairs, and Building Material Manufacturing Corporation in the amount \$500,000. (See Exhibit # 2012-118). Commissioner Thompson offered a motion to approve the Consent Agenda as presented. Commissioner Gibson seconded the motion, and

it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Without any items of Old Business Chairman Nevil stated the first item under New Business was for Discussion/Action to appropriate \$705,440 in SPLOST GO bond funds for the purposes of purchasing new digital radios for various departments in the public safety division. Chairman Nevil called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the current radios have been in use since 1999. He stated updated radios were used at the Republican National Convention and are being made available at a 20-40% cost reduction and will be fully warranted and sold as a new radio. Commissioner Ethridge asked if they had priced the radios and Public Safety Director Ted Wynn stated if they fixed the current radios by the time they bought parts, if they could be found, they would have more money into the radios than they would if they purchased the new ones. After additional discussion on the usage and price Commissioner Thompson offered a motion to approve the appropriation of \$705,440 in SPLOST GO bond funds for purchase of the radios for public safety. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action to adopt a Resolution to abandon a portion of County Road # 364 A/K/A Hagan Mill Pond Road. Without hearing any discussion, Commissioner Rushing made a motion to adopt the Resolution to abandon a portion of County Road # 364 A/K/A/ Hagan Mill Road. (See Exhibit # 2012-119) Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action to adopt a Resolution to abandon a portion of County Road # 364 A/K/A Lee Williams Road. Without hearing any discussion, Commissioner Thompson made a motion to adopt the Resolution to abandon a portion of County Road # 364 A/K/A/ Lee Williams Road. (See Exhibit # 2012-120) Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing,

Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the fourth item under New Business was for Discussion/Action to adopt a Resolution to abandon a portion of County Road # 452 A/K/A Francis Scott Drive. Commissioner Rushing made a motion to leave the portion of the road open and Commissioner Thompson seconded the motion. Chairman Nevil asked for any discussion on the matter. County Attorney Jeff Akins explained that the railroad wants to close a railroad crossing in consideration of the proposed widening of the railroad crossing for the A.J. Riggs road widening project, and this is the only one the County was able to find to close. County Manager Tom Couch stated there was a grant for the A.J. Riggs road-widening project and the job had to be completed in three years or they would lose the grant. Commissioner Rushing stated he would like to rescind his motion. Commissioner Thompson then offered a motion to adopt a Resolution to abandon a portion of County Road #452 A/K/A Francis Scott Road.(See Exhibit # 2012-121) Commissioner Ethridge seconded the motion and it carried with Commissioner Gibson, Commissioner Thompson, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion. Commissioner Rushing voted in opposition of the motion.

Chairman Nevil stated the fifth item under New Business was for Discussion/Action to adopt a Resolution to abandon a portion of County Road # 415 A/K/A Dyches Road. County Engineer Kirk Tatum stated all the property owners will be able to access their property. After no further discussion, Commissioner Rushing made a motion to adopt the Resolution to abandon a portion of County Road # 415 A/K/A/ Dyches Road. (See Exhibit # 2012-122) Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion

Chairman Nevil stated the sixth item under New Business was for Discussion/Action to adopt a Resolution to abandon County Road # 518 A/K/A Girardeau Road. Without hearing any discussion, Commissioner Thompson made a motion to adopt the Resolution to abandon County Road # 518 A/K/A/ Girardeau Road. (See Exhibit # 2012-123) Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion

Chairman Nevil stated the seventh item under New Business was for Discussion/Action to adopt a Resolution to abandon County Road # 479 A/K/A Sandspur Lane. Without hearing any discussion, Commissioner Gibson made a motion not to abandon County Road # 479 A/K/A Sandspur Lane.. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion

Chairman Nevil stated the eighth and last item under New Business was for Discussion/Action to adopt a Resolution to abandon County Road # 420 A/K/A Morton Road and Jack Morton Lane. Without hearing any discussion, Commissioner Simmons made a motion to adopt the Resolution to abandon County Road # 420 A/K/A/ Morton Road and Jack Morton Lane. (See Exhibit # 2012-124) Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion

Chairman Nevil asked each Commissioner to take thirty seconds for any general comments or statements, beginning with Commissioner Ethridge and then proceeding down the bench accordingly. Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Gibson thanked the staff for all their hard work. Commissioner Thompson stated he would like to apologize for the article that was in the paper earlier in the week.

Next, Chairman Nevil asked for comments from the Staff, and Mr. Couch stated he would be sending out information on the Tax Allocation District that will be discussed at the November 20, 2012 Regular Meeting.

Hearing no further comments from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)

MEETING DATE (Box 2) November ¹⁰~~6~~, 2012

Parks and Recreation

RESOLUTION ATTACHED? (Box 3)

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Motion to approve janitorial cleaning contract with Divine Clean Care, to include Brooklet Community Building and Mill Creek baseball/soccer athletic buildings for the time period covering January 1, 2013 thru December 31, 2013, as prescribed in contract.

Yearly cost for this service for 2013 will be \$13,230.00

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

Divine Clean Care has had this contract for the past several years.

2013 Contract is attached as Exhibit A.

AGENDA CATEGORY
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

YES	X
NO	

AMENDMENT
REQUIRED? (7b)

YES	
NO	

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

CONSENT (6c)

X ___ Parks and Recreation Operations Budgeted Item

NEW BUSINESS (6d)

___ Account Number ___ 110-61490-523855

OLD BUSINESS (6e)

OTHER (6f)

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES <input checked="" type="checkbox"/>	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL <i>Mr</i>	INITIAL	INITIAL	INITIAL	INITIAL	INITIAL
DATE 10/29/2012	DATE	DATE	DATE	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	
OTHER	
	NOTES

INTEROFFICE MEMORANDUM

TO: MIKE ROLLINS
FROM: ED NELSON 
SUBJECT: 2013 RECREATION DEPARTMENT JANITORIAL BID
DATE: 10/24/2012

To confirm the information from Kenny Trapnell at our bid opening on October 18, 2012 for the janitorial contract service for the time period of January 1, 2013 thru December 31, 2013.

We recommend the bid submitted by Divine Clean Care to be accepted. Divine Clean Care has had this bid for the past several years.

Five (5) bids were emailed to prospective bidders and three (3) were returned.

Included in this packet:

- Bid Report from Mr. Trapnell
- Agenda Item Summary
- Invitation to Bid (Pages 1—10)
- Vendor Information and Contract (Pages 11—25)

If you need more information, please let me know.

MEMORANDUM

Date: **October 18, 2012**
To: **Mr. Tom Couch**
From: **Kenneth Trapnell** Kenneth Trapnell
Subject: **Rec. Dept. Janitorial Service Bid Report (10-2012)**

Sealed bids were opened at the Bulloch County Annex on October 18, 2012 at 3:00 P.M. for a one (1) year term contract on janitorial service to be used by the Rec. Dept. The contract is to begin on January 1, 2013 and end on December 31, 2013.

Five (5) Invitations to Bid were e-mailed on September 28, 2012.

The bid solicitation was advertised on bullochcounty.net beginning on September 28, 2012.

Bids received are as follows:

Vendor	Total Bid Price
Divine Clean Care	\$13,230.00
Darby's Commercial Cleaning	\$33,660.00
B & S Impact Cleaner	\$115,820.00

The lowest price bid is Divine Clean Care.

Ed Nelson of the Rec. Dept. attended the bid opening.

I gave Ed Nelson the bids and asked him to give them to Mike Rollins for his recommendation and the agenda item for the Commissioners meeting.

If you need more, please let me know.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
STATESBORO/BULLOCH COUNTY PARKS & REC. DEPT.
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458
INVITATION TO BID**

RE: REC. DEPT. (SBCPRD) CLEANING & JANITORIAL SERVICES

Sealed bids from qualified vendors will be received by the Bulloch County Board of Commissioners at 115 North Main Street, Statesboro, Georgia 30458 (mailing address PO Box 347, Statesboro, Ga. 30459) until 3:00 p.m., Legally Prevailing Time on October 18, 2012 for a one year term contract for cleaning & janitorial services. This cleaning & janitorial service shall be used by the Statesboro-Bulloch County Parks & Recreation Department (SBCPRD) at various buildings within the department. Bulloch County is asking for a guaranteed price on all items bid for a one (1) year period.

At the time and place noted above, the bids for listed items will be opened and read. Late bids shall not be accepted. Contract shall be for a period of one (1) calendar year beginning January 1, 2013 until December 31, 2013.

The outside of the sealed envelope shall include the wording: CLEANING & JANITORIAL IFB, Bid Opening October 18, 2012 @ 3:00 p.m. Attention Kenneth Trapnell, Purchasing Manager.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in part, such bid or bids may be deemed in the best interest of the purchaser.

Award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

Local Buying Preference: A local vendor is considered any offeror who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation. For all purchases over \$5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

TERMS & CONDITIONS

Service shall be provided on a scheduled cleaning basis. All cleaning shall have to be approved by Edwin Nelson of SBCPRD.

Services to be Provided: Bids shall include the cost of housekeeping, sanitation services, floor maintenance, plus on-the-job supervision and management of employees. The service provider will be responsible for all material and supplies cost with the exception of paper products which will be provided by the owner.

Service Description: To provide general cleaning, sanitation and floor maintenance services for Parks and Recreation Department buildings. Specific services are detailed in the attached specifications. Bid price should include all costs for labor, materials (except paper products to include toilet tissue/paper towels/ trash bags), and supervision.

Bid Requirements: The following bid form shall be used in submitting your bids. All items shall be bid as listed. Any miscellaneous bid items not listed, but necessary to complete the work shall be included as a Miscellaneous Bid Item.

The Contractor must submit with bidding documents, a Certificate of Insurance indicating required insurance coverages. This insurance will be enforced during the duration of the contract and any renewals thereafter. Failure to provide insurance may cause cancellation of contract.

Insurance requirements are as follows:

- A. General Liability of at least the following minimum limits.

Bodily Injury (including death)	\$500,000 per occurrence
Property Damage	\$250,000 per occurrence
	\$500,000 aggregate
- B. Comprehensive Automotive Liability covering all owned, non-owned, and hired vehicles.

Bodily Injury (including death) and Property	\$500,000 per accident
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- C. Workman's Compensation and Employer's Liability in limits of liability as provided by statutes of the State of Georgia.

Payments shall be made monthly in areas of service.

We will not schedule an on-site visit, but if you would like to view areas covered under this contract, you may contact Ed Nelson (912) 764-5637.

Renewal Option- This contract may be renewed yearly for two (2) successive one (1) year periods upon mutual agreement between the Bulloch County Commission and the vendor.

Cancellation- The purchaser may cancel the contract at any time upon thirty (30) days written notice by reason of unsatisfactory performance or other default of the vendor.

Indemnification- The County shall not be held responsible for claims for bodily injury, death, or property damage that may arise from the performance of contractual services related to this contract.

The contract, as executed and approved, shall constitute the entire agreement between the parties, and no change or modification of the contract shall be binding upon SBCPRD unless the change or modification shall be in writing, consented and approved by SBCPRD.

For project information contact: Ed Nelson @912-764-5637. For a bid package or additional procurement information contact: Kenneth Trapnell @ 764-0436 or ktrapnell@bulloch.net.

Bid specifications, bid form and other forms are on the following pages

BID SPECIFICATIONS
CLEANING & JANITORIAL SERVICES

5-FIELD SOFTBALL COMPLEX

1. SCORERS AREA – MARCH 1 – OCTOBER 31

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Empty wastebaskets	X			
Dust all furniture including desks, chairs, tables	X			
Dust all exposed filing cabinets, bookcases and shelves	X			
Dust all telephones	X			
Clean and sanitize telephones		X		
Clean and sanitize drinking fountains	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Spot clean desk tops	X			
Spot clean reception lobby glass including front door and any partition or door glass		X		
Clean entire interior glass in partitions and doors		X		
Clean window seals inside and out		X		
Remove dust and cobwebs from ceiling areas		X		
Vacuum carpeted areas in traffic lanes only	X			
Vacuum all carpeted areas	X			
Spot clean spills and stains on carpeted floors	X			
Vacuum furniture		X		

2. SCORERS AREA WASHROOM and PUBLIC WASHROOMS – MARCH 1 – OCTOBER 31

Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Spot clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Clean and sanitize drinking fountains	X			

3. CONCESSION AREA – MARCH 1 – OCTOBER 31

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Sweep damp mop and sanitize hard floor	X			
Clean counter tops both inside building and metal surfaces outside building	X			
Clean glass windows both inside and out	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames,		X		

ducts, radiators, etc.				
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

4 -FIELD BASEBALL COMPLEX

1. SCORERS AREA – MARCH 1– AUGUST 31

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Empty wastebaskets	X			
Dust all furniture including desks, chairs, tables	X			
Dust all exposed filing cabinets, bookcases and shelves	X			
Dust all telephones	X			
Clean and sanitize telephones		X		
Clean and sanitize drinking fountains	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Spot clean desk tops	X			
Spot clean reception lobby glass including front door and any partition or door glass		X		
Clean entire interior glass in partitions and doors		X		
Clean window seals inside and out		X		
Remove dust and cobwebs from ceiling areas		X		
Vacuum carpeted areas in traffic lanes only	X			
Vacuum all carpeted areas	X			
Spot clean spills and stains on carpeted floors	X			

Vacuum furniture		X		
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2. SCORERS AREA WASHROOM and PUBLIC WASHROOMS – MARCH 1 – AUGUST 31

Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Clean and sanitize drinking fountains	X			

3. CONCESSION AREA – MARCH 1 – AUGUST 31

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Sweep, damp mop and sanitize hard floor	X			
Clean counter tops both inside building and metal surfaces outside building	X			
Clean glass windows both inside and out	X			
Low dust all horizontal surfaces to hand height (70")		X		

including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.				
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

3-FIELD/SOCCER COMPLEX

1. PUBLIC WASHROOMS – FEBRUARY 1 – NOVEMBER 30

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as required, spot clean and sanitize container	X			
Empty and sanitize interior of sanitary container	X			
Clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap tissue, towel, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		
Clean and sanitize drinking fountains	X			

2. CONCESSION AREA – FEBRUARY 1 – NOVEMBER 30

	Mon-Fri Daily	Weekly	Monthly	Semi Annually
Sweep, damp mop and sanitize hard floor	X			
Clean counter tops both inside building and metal surfaces outside building	X			
Clean glass windows both inside and out	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		

BROOKLET COMMUNITY BUILDING – JANUARY 1 – DECEMBER 31

(NOTE: THREE DAYS A WEEK)

	Mon/Wed/Fri	Weekly	Monthly	Semi Annually
Empty all containers and disposals Spot clean exterior and interior of all containers	X			
Clean doors, frames, light switches, kick and push plates, handles, walls, and interior glass	X			
Low dust (below 36") and high dust (above 72") all horizontal surfaces		X		
Clean entire interior glass in partitions and doors		X		
Dust mop resilient and hard floors	X			
Damp mop resilient and hard floors/ buff tiled floor		X		
Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins	X			
Clean all glass and mirrors	X			
Empty all containers and disposals, insert liners as	X			

required, spot clean and sanitize container				
Empty and sanitize interior of sanitary container	X			
Clean all walls, doors and partitions	X			
Refill all dispensers to normal limits – napkins, soap, tissue, towels, liners, seat holders, cups to be supplied by the owner	X			
Sweep, damp mop, and sanitize hard floor	X			
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.		X		
High dust and low dust all horizontal surfaces including shelves, moldings, ledges		X		



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administrative Services	MEETING DATE: 11.20.12				
	RESOLUTION ATTACHED?				
	<table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to execute a purchase and service agreement with Digital Office Equipment.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please refer to attached memo and cost analysis.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO			NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED:		
PUBLIC HEARING						
CONSENT			X			
NEW BUSINESS						
UNFINISHED BUSINESS						
OTHER						

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL	CAJ	INITIAL	gjk	INITIAL	AKC
DATE		DATE		DATE		DATE	11-15-12	DATE	11/15/12	DATE	11-14-12

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	



BULLOCH COUNTY BOARD OF COMMISSIONERS
Office Of The County Manager

MEMORANDUM

November 13, 2012

TO: Board of Commissioners
FROM: Tom Couch, County Manager
RE: Proposal Analysis – Multi-Function Copier Allotment FY 2012

You have in the attached agenda summary for the 11.20.2102 meeting a description of the scoring rubric for six (6) multi-function copiers pursuant to bids issued in August.

The following offices petitioned to be considered, and were approved based on their assessments:

- 1) County Extension Service
- 2) Board of Commissioners / Administrative Services
- 3) Probation Office (2)
- 4) Planning and Zoning
- 5) Magistrate Court

We also engaged Georgia Technologies, Inc. to give the County technical advice on specifications because these machines are more technologically advanced to where they are much more than copiers. They can also be networked to scan, fax, print and perform many other functions. This in the long run can lower costs for desktop printing and in fact in some cases eliminate it.

The solicitation was issued as a Request for Proposal, where more than just price is considered. Service quality capabilities (performance) and meeting the detailed information submission requirements was also considered. Several years ago after significant research, it was found to be more cost effective to purchase the copiers outright rather than lease them and pay a finance charge on top of machine rental. Copier dealers typically have service agreements attached to a lease or even an outright purchase. The service agreements require the payment of a charge per copy (click charge), metered by the machine, which is calibrated to cover the costs of supplies and

maintenance. This is how they make their money because profit margins on selling the machines outright are thin, unless they are leased.

After some exhaustive negotiation with bidders in a pre-bid conference, specifications were modified and agreed upon. The purchasing office received bids on September 28 from five vendors:

- 1) Digital Office Equipment
- 2) Ricoh
- 3) Automated Business Machines
- 4) Wilkes Office Machines
- 5) Oce Imagistics

Based on the attached analysis that includes cost, the staff recommends authorizing the County Manager to negotiate a purchase and service contract with Digital Office Equipment, based on their overall score. There are no potential vendors who were incapable of providing the service or who did not offer high quality machines at competitive pricing – all which were below the \$60,000 budgeted in capital purchase costs. DOE provided the best capital pricing and 5-year total cost of ownership estimates based on calculated usage.

It is intended to purchase the machines with SPLOST 07 Community Facilities funds. Service agreements (click charges) will be paid as they are customarily through the General Operatine Fund.g
Thank you.

RFP Scoring factors					
By Vendor	DOE	OCE	Wilkes	ABR	Ricoh
Performance (35 points)	35	35	35	35	35
Meet or Exceed Specifications?	3.5	3.5	3.5	3.5	3.5
Is machine the latest model?	3.5	3.5	3.5	3.5	3.5
Energy Star	3.5	3.5	3.5	3.5	3.5
Maintenance (incl. downtime)	3.5	3.5	3.5	3.5	3.5
Training	3.5	3.5	3.5	3.5	3.5
Network Compatible	3.5	3.5	3.5	3.5	3.5
Technical Support	3.5	3.5	3.5	3.5	3.5
Adequate Insurance	3.5	3.5	3.5	3.5	3.5
Consumables	3.5	3.5	3.5	3.5	3.5
Meter Reading	3.5	3.5	3.5	3.5	3.5
Submission Compliance (10 points)	6.4	9	8	8.8	9.6
Mandatory Forms	1.2	1.2	1.6	1.6	1.6
Ease of Reading	0.4	1.4	1.6	1.4	1.6
Legal Issues	1.6	1.6	1.6	1.6	1.6
Buyers Lab TCO Report	0	1.6	0	1	1.6
Service Agreement Attached?	1.6	1.6	1.6	1.6	1.6
Insurance Coverage	1.6	1.6	1.6	1.6	1.6
Cost Factor (55 points)	35	25.17	23.78	27.02	19.87
TOTAL SCORE	76.4	69.17	66.78	70.82	64.47

Cost Factor	E-1	E-2	E-3	E-4	E-5	E-6	Vendor Score					Final Score
	Canon Image Runner 5030	Canon Image Runner 4035	Canon Image Runner 5035	Canon Image Runner 4035	Canon Image Runner 5045	Canon Image Runner 5035	Net Capital & 5-Year TCO	% Above Lowest Price	Raw Point Score Based on Previous Column	Weight Based on Capital v. CPP/TCO	Weighted Score	
Wilkes												
Net Capital Cost	7200.00	3789.00	6524.00	3789.00	9710.00	7726.00	38738.00	30.3%	24.39	65.69%	16.02	
Stated 5-Yr. Total Cost of Ownership	9630.00	7029.00	7739.00	7029.00	16581.00	10966.00	58974.00	35.4%	22.60	34.31%	7.75	23.78
Base Cost Per Copy (Black)	0.009	0.009	0.009	0.009	0.009	0.009						
Base Cost Per Copy (Color)	0.054		0.054		0.054	0.054						

Cost Factor	E-1	E-2	E-3	E-4	E-5	E-6	Vendor Score					Final Score
	Ricoh MP 3002	Ricoh MP 4002	Ricoh MP 3002	Ricoh MP 3002	Ricoh MP 4502	Ricoh MP 3002	Net Capital & 5-Year TCO	% Above Lowest Price	Raw Point Score Based on Previous Column	Weight Based on Capital v. CPP/TCO	Weighted Score	
Ricoh												
Net Capital Cost (\$)	7876.00	5825.00	5688.00	4954.00	9058.00	8334.00	41735.00	40.4%	20.86	64.17%	13.39	
Stated 5-Yr. Total Cost of Ownership	9847.00	8057.00	6673.00	6952.00	22583.00	10926.00	65038.00	49.3%	18.10	35.83%	6.49	19.87
Base Cost Per Copy (Black)	0.0073	0.0062	0.0073	0.0074	0.0071	0.0072						
Base Cost Per Copy (Color)	0.0528		0.0523		0.052	0.0523						

Cost Factor	E-1	E-2	E-3	E-4	E-5	E-6	Vendor Score					
							Net Capital & 5-Year TCO	% Above Lowest Price	Raw Point Score Based on Previous Column	Weight Based on Capital v. CPP/TCO	Weighted Score	Final Score
Digital Office Equipment	Copystar 3050ci	Copystar 3500ci	Copystar 3050ci	Copystar 3500ci	Copystar 4550ci	Copystar 3050ci						
Net Capital Cost (\$)	4924.00	4695.00	4081.00	4087.00	6244.00	5698.00	29729.00		35.00	68.25%	23.89	
Stated 5-Yr. Total Cost of Ownership	6812.00	6492.00	5025.00	5435.00	11580.00	8214.00	43558.00		35.00	31.75%	11.11	35.00
Base Cost Per Copy (Black)	0.00699	0.0049	0.0069	0.00499	0.0069	0.00699						
Base Cost Per Copy (Color)	0.0649		0.0649		0.0649	0.00649						

Cost Factor	E-1	E-2	E-3	E-4	E-5	E-6	Vendor Score					
							Net Capital & 5-Year TCO	% Above Lowest Price	Raw Point Score Based on Previous Column	Weight Based on Capital v. CPP/TCO	Weighted Score	Final Score
Automated Business Resources	Konica Minolta 363	Konica Minolta 363	Konica Minolta 283	Konica Minolta 363	Konica Minolta c454	Konica Minolta 364						
Net Capital Cost (\$)	4999.00	4799.00	3599.00	4799.00	8800.00	7299.00	34295.00	15.4%	29.60	58.97%	17.46	
Stated 5-Yr. Total Cost of Ownership	8251.00	8251.00	6155.00	8251.00	14918.00	12330.00	58156.00	33.5%	23.30	41.03%	9.56	27.02
Base Cost Per Copy (Black)	0.008	0.008	0.008	0.008	0.007	0.008						
Base Cost Per Copy (Color)	0.008		0.008		0.068	0.007						

Cost Factor	E-1	E-2	E-3	E-4	E-5	E-6	Vendor Score					
							Net Capital & 5-Year TCO	% Above Lowest Price	Raw Point Score Based on Previous Column	Weight Based on Capital v. CPP/TCO	Weighted Score	Final Score
Oce Imagistics	Canon Image Runner 5030	Canon Image Runner 4035	Canon Image Runner 5030	Canon Image Runner 5030	Canon Image Runner 5045	Canon Image Runner 5035						
Net Capital Cost (\$)	6875.00	3800.00	5717.00	3800.00	9082.00	7381.00	36655.00	23.3%	26.80	62.03%	16.62	
Stated 5-Yr. Total Cost of Ownership	8225.00	8225.00	6342.00	8225.00	17699.00	10381.00	59097.00	35.7%	22.50	37.97%	8.54	25.17
Base Cost Per Copy (Black)	0.005	0.005	0.005	0.005		0.005						
Base Cost Per Copy (Color)	0.045					0.045						



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administrative Services	MEETING DATE: 04.20.12				
	RESOLUTION ATTACHED? <table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">YES</td> <td style="width: 50px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to execute an agreement with the Georgia State Properties Commission.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This agreement which will be retroactive to July 1 establishes rates terms and conditions for space occupied by the Bulloch County Department of Family and Children's Services. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT						
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: See attached lease agreement. This rental rate has been renegotiated to reflect: 1) a reduction in revenue offset by expenditures eliminated as a result of the lease-purchase debt being paid off; 2) \$2,585 of the \$10,340 per month in rent shall be held in escrow for capital expenses (see Exhibit B) for structural items.			
PUBLIC HEARING							
CONSENT			X				
NEW BUSINESS							
UNFINISHED BUSINESS							
OTHER							

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL: <i>MS</i>		INITIAL: <i>MS</i>		INITIAL: <i>MS</i>	
DATE		DATE		DATE		DATE: 11-15-12		DATE: 11/15/12		DATE: 11-14-12	

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	

hereinafter referred to as Landlord [and when referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) will be used], and the Department of Human Services – Family and Children Services an agency, department, commission, board or bureau within the State Government of Georgia, whose complete business address is 2 Peachtree Street, N.W., 29th Floor, in Atlanta, Georgia 30303-3142 Party of the Second Part, hereinafter referred to as Tenant [and when referred to in this Agreement by a pronoun the third person, singular number and neuter gender (it) will be used].

**WITNESSETH THAT:
PREMISES RENTED AND USE TO BE
MADE OF THE PREMISES BY THE TENANT**

ARTICLE I

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the parties hereto, does hereby this day grant, demise and rent upon the covenants, agreements, provisions, terms, conditions and stipulations herein stated, unto the Tenant those certain premises situated in _____ Bulloch County, Georgia, and being more particularly described as follows, to wit:

Approximately 15,510 square feet of office
space located at 41 Pulaski Highway
in Statesboro, Georgia 30458.

The above-described premises being shown and delineated on a floor plan, drawing prepared for the Landlord and Tenant by _____ and entitled Exhibit A (floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Also included as a part of the above-described premises are all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for office space, the above-described premises, together with all the fixtures, improvements, tenements and appurtenances, thereunto belonging or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

ARTICLE IV

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND
THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the term of this Agreement, at the expiration of the aforementioned term, on a year-to-year basis for fifteen (15) consecutive year(s). Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and at the same monthly rate of rental herein stipulated; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord either forty-five (45) prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant to be performed, kept and observed have been fully and faithfully performed, kept and observed by the Tenant.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS,
CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

*Purpose Of Article
And Paragraph
Identification
Reference*

1. The brief, captioned Article and Paragraph Identification References which appear in the left hand margin of this Agreement are for the purposes of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

2. A. The word "Landlord" as used in this Agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.

B. The word "P(p)remises" as used in this Agreement shall include not only the particularly above-described property but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

C. Any and all references to the word "T(t)erm" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

*Time Is of
The Essence*

3. All time limits stated in this Agreement are of the essence in this Agreement.

Notices

4. All notices, statements, demands, requests, consents, approvals and authorizations, hereunder given by either party to the other shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, and addressed to the party to be notified at such party's address as shown in this Agreement. Either party to this Agreement may from time to time by notice to the other designate a different address to which notices shall be sent. The day upon which the notice is placed in the mail shall be treated as the date of service.

*Covenant Of
Title And Quiet
Enjoyment*

5. Landlord covenants that he is seized of the premises in fee simple absolute. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heir(s), legal representative(s), devisee(s), legatee(s), next-of-kin, successor(s) and assignee(s) of said party, the same as if in each case expressed.

*Landlord's Failure
To Deliver The
Premises At The
Commencement
Of the Term*

9. Should the Landlord, for any reason whatever, be unable to deliver possession of the premises to the Tenant at the commencement of the term, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the immediately preceding option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the term and the time the Landlord delivers possession of the premises to the Tenant.

*Destruction Of
Or Damage To
The Premises*

10. In the event the premises, either prior to the commencement date of the term of this Agreement or during the term hereof, shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the premises shall not thereafter be repaired by the Landlord at his cost and expense with reasonable promptness and dispatch, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof and rent (if any) shall be payable only to the date of such damage. Should the premises either prior to the commencement date of the term of this Agreement or during the term hereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises, at the Landlord's cost and expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of the partial destruction of the premises there shall be a fair abatement in the rent payable during the time such repairs and restoration are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs and restoration shall interfere with the business carried on by the Tenant on the premises. Full rental shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant, as to the extent that such repairs and restoration interfere with the business of the Tenant carried on by the Tenant on the premises, and as to whether the repairs and restoration are being made by the Landlord with reasonable promptness and dispatch.

Insurance

11. Landlord shall and will, at his own cost and expense during the term of this Agreement, keep the premises insured against loss and damage by fire and other casualties or catastrophes for not less than the amount the premises were last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect.

*Use Of The
Premises And
Insurance
Requirements*

12. Tenant shall not use the premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the premises nor acts done on the premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the premises. The Tenant further agrees not to sell, or permit to be kept for use on the premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

*Cancellation
Of This Rental
Agreement By
Landlord*

13. Should the Tenant at any time be in default in the payment of rent, or in the performance of any of the provisions of this Agreement, and fail to remedy such default within twenty (20) days after notice thereof from the Landlord, Landlord may enter and repossess the premises, expel and remove the Tenant and Tenant's effects therefrom.

Holding Over

14. Any holding over, or continued use and/or occupancy by the Tenant, of the premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

Condemnation

15. In the event, during the term of this Agreement, the whole or any part of the premises shall be taken by any Municipal Corporation, County, State or Federal government, or any other authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant

*Repairs By
The Landlord*

17. During the term of this Agreement, Landlord shall, at his own cost and expense, service, replace, keep and maintain in good order and repair each and every part and portion of the premises together with any improvements or additions the Landlord might install or place on the premises in the course of the term of this Agreement. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the existing premises or to any improvements or additions made to the premises by the Landlord shall not be construed as a waiver by the Tenant on this provision. In the event that Tenant constructs or erects any additions and/or improvements on the premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. Landlord is responsible for providing and changing light bulbs.

*Entry For
Inspection
And Repairs,
Alterations
Or Additions*

18. Tenant shall permit Landlord, his agents or employees to enter onto the premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

*Janitorial
Services*

19. Landlord shall furnish, without additional charge to the Tenant, janitorial services for general cleaning of the premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the premises.

Utilities

20. With the sole exception of telephone, Landlord shall furnish electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish water and sewer.

*Notice To The
Landlord of
Damage(s)
Or Defect(s)*

21. Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

*Taxes And
Assessments*

22. Landlord, during the term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the premises.

*Termites, Rodents
and Pests*

23. Landlord shall, at his own cost and expense, keep the premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the premises by the same during the term of this Agreement.

*Removal of
Improvements,
Erections,
Additions And
Alterations Made
By The Tenant*

24. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the premises for the conductance of the Tenant's business. All improvements, erections, additions and alterations installed or placed on the premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal.

*Removal of Fixtures,
Etc. By The Tenant*

25. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the premises.

Waiver Of Right

26. The waiver by Landlord, or by Tenant, of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement.

hereto, or suffer any other person to occupy or use the premises, or any portion thereof, without the consent of Landlord first having been had and obtained. However, it is agreed by the parties hereto that Landlord shall not unreasonably withhold such consent. Any such assignment or subletting without such consent shall be void, and shall at the option of Landlord, on twenty (20) days notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not destroy this provision and all later assignments and/or subletting shall likewise be made only with the prior consent of the Landlord, which consent shall not unreasonably be withheld.

*Effect On
Assignment And
Subletting When
The Tenant
Surrenders
The Premises*

31. The voluntary or other surrender of this Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, either terminate all or any existing sublets or sub tenancies or operate as an assignment to him of all or any existing sublets or sub tenancies.

*Surrender Of
The Premises*

32. Tenant shall at the expiration of the Agreement surrender up the premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

*Invalidity Of
A Provision
Or A Portion Of
A Provision*

33. Should any provision or portion of any provision of the Agreement be held invalid by a Court of competent jurisdiction, the remainder of this agreement or the remainder of such provision shall not be affected thereby.

*Further Special
Provision(s)*

34. Insofar as the following special provision(s), conflict(s) with any of the foregoing provisions, the following provision(s) shall control: [If there are no special provisions please insert in the space below the word "NONE".]

(a) Landlord shall be responsible for compliance with all applicable permitting and zoning ordinances and requirements, local and state building codes, life safety codes, handicap accessibility codes, The Americans With Disabilities Act (ADA-1990), and the securing of a certificate of occupancy for the modification or construction of the above-described premises.

(b) Landlord and Tenant hereby certify that the provisions of law contained in an Act prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State as set forth in O.C.G.A. §45-10, Art 2, Part 1 (Ga. Laws 1983, P. 1326, as amended) have not been and will not be violated in any respect by this Agreement.

(c) See Exhibit A and Exhibit B attached hereto and by reference
incorporated herein

*Tenant
Restriction for
Bond Financing*

35. Tenant has not and will not participate in the structuring, offering, or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to the bonds or the financing of the Premises, and no moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of the bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord for financing or any other purpose without the express written consent of the State Properties Commission.

Entire Agreement

36. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the premises. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those hereinabove set forth. It is further understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.

My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By _____ (L.S.)

Title _____

ATTEST: _____ (L.S.)

Title _____

SIGNED, SEALED AND DELIVERED
As to Tenant, in presence of:

TENANT

Witness

_____ (L.S.)

Notary Public
My Commission Expires:

_____ (L.S.)

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By _____ (L.S.)

Title _____

APPROVED AS TO CONTENT:

**STATE PROPERTIES COMMISSION
TRANSACTION MANAGEMENT**

By: _____

Date: _____

217). Base Rent is reflected as a number in Article III. Operating Expenses Rent is subject to annual adjustments subject to Exhibit "B", paragraph 1. Capital Expense Rent is subject to adjustments subject to Exhibit "B", paragraph 3. **Operating Expense Rent** is paid monthly and originally is set at \$8.00 per square foot or **\$10,340.00 per month.**

- b. For purposes of this Special Stipulation No. 1,
1. the term 'Building' shall refer to that building located at 41 Pulaski Highway, Statesboro, GA 30458, being that building in which the premises referenced in this Agreement is located;
 2. the term 'Operating Expenses' shall include only those costs of operation and routine repair and maintenance of the Building and shall specifically be comprised of insurance, janitorial and cleaning services, landscaping, dumpster/trash, light bulbs, parking lot, service contracts, pest control, and for the cost of materials and labor for routine repairs and maintenance;
 3. the term 'Base Year' shall refer to the calendar year ending on the 31st day of December last preceding the beginning of the renewal or extension term for which additional Rent is being calculated;
 4. the Base Year for this special stipulation shall be Calendar Year 2012;
 5. the term "Increased Operating Expenses Rent" shall refer to the amount, if any, by which the Operating Expenses Rent for the Calendar Year following the Base Year exceeds the Operating Expenses Rent for the Base Year, excluding the amount of any such increase over which Landlord has any direct control;
 6. the term 'Pro-Rata Percentage' shall refer to a numerical value calculated by dividing the net usable/rentable square footage of office space in the Building occupied by Tenant (numerator) by the total net usable/rentable square footage of office space in the Building (denominator) and multiplying the resulting fraction by 100 as follows:
$$\frac{15,510}{15,510} \text{ Square feet times } 100 \text{ equals } \underline{100.00} \% \text{ Square feet}$$
- c. Upon receipt of supporting documents satisfactory to Tenant showing Increased Operating Expenses, Tenant agrees to pay in any renewal or extension term of this Agreement, additional Operating Expenses Rent in equal monthly payments in addition to the Capital Expense Rent described in this Agreement. Said additional Operating Expenses Rent shall be equal to the Pro-Rata Percentage divided by 100 and multiplied by the Increased Operating Expenses, plus the additional Operating Expenses Rent (if any) paid in the immediately preceding term. Provided, however, that no increase in Operating Expenses Rent provided herein shall result in a monthly Operating Expenses Rent of greater than 107.5% of the monthly Operating Expenses Rent for the immediately preceding term or a total Operating Expenses Rent of the applicable renewal or extension term of greater than 107.5% of the Operating Expenses Rent of the immediately preceding term.
- d. Landlord shall furnish Tenant written evidence, satisfactory to the Tenant, of the Operating Expenses of the Base Year and the year immediately preceding the Base Year in order to justify any additional Operating Expenses Rent. Said written evidence shall be furnished to Tenant **within ninety (90) days** from the end of the Base Year. If such written evidence is not furnished timely, then there shall not be any additional Rent due during any renewal or extension term based on the Operating Expenses in that Base Year and the year immediately preceding

The Base Rent for the Premises is set forth in Article III of the Rental Agreement. As part of the Base Rent, Tenant shall pay a monthly Capital Expense Rent, which is subject to adjustment pursuant to Paragraph 3 of this Exhibit B. **Capital Expense Rent** is calculated based upon \$2.00 per rentable square foot of space in the Premises per year or **\$2,585.00 per month**. Landlord shall be responsible for structural repairs to the roofs, exterior walls and foundation of the Building and for capital expenditures incurred to repair and replace improvements, systems and equipment on the Premises.

The portion of Base Rent which represents the Capital Expense Rent shall be placed in a segregated custodial account (hereinafter the "CE Fund") by the Landlord, which shall be an interest-bearing account. Landlord may, at Landlord's discretion, invest and reinvest the funds in the CE Fund in investments permitted for funds of the Landlord and all earnings shall be maintained in the CE Fund. The CE Fund, together with all earnings thereon, shall be used solely for the purpose of funding Capital Repairs to the Premises. Neither the Capital Expense Rent nor the earnings there from shall be used as general fund revenue by, or placed in any general account, of the Landlord. At least once annually, a financial statement shall be forwarded from Landlord to Tenant to show accounting of the CE Fund balance, including, without limitation, all receipts and disbursements. The financial statement is to be delivered to Tenant by the 1st day of April each year for the preceding year.

3. PROVISION FOR CAPITAL EXPENSE RENT ADJUSTMENT:

Prior to May 1st of the Initial Term or any Additional Term thereafter, or at any other time or times when requested by Tenant, Tenant and Landlord will agree to an equitable adjustment to increase or decrease the amount, if any, of the monthly Capital Expense Rent for deposit in the CE Fund for the following term. Tenant and Landlord also agree to review and agree upon the increased or decreased in the monthly Capital Expense Rent (or other funding mechanisms) required to fund such costs before Landlord is deemed obligated to make any modifications to the Premises to bring them into compliance with any new Federal and State statues or regulations. Any CE Fund increases or decreases shall be reduced to writing and acknowledged by both Tenant and Landlord. At the time Tenant vacates the Premises all monies in the CE Fund account shall be returned to the Tenant within sixty (60) days.

4. PROVISION FOR DEBT SERVICE:

Landlord has satisfied the terms of the loan agreement therefore Tenant shall have no further obligations to pay the Debt Service for the building.

5. PROVISION FOR OPEN ENDED MODIFICATION

Upon receipt of a written request from Tenant, Landlord agrees to perform such alterations and/or modifications to the premises as are deemed necessary by Tenant, provided that such alterations and/or modifications are acceptable to Landlord and are consistent with the structural integrity of the Premises. Landlord shall not unreasonably withhold consent to such alterations and/or modification requests. Each such request shall specifically enumerate all items of work to be performed by Landlord and shall set forth the Special Rent Assessment payable by Tenant. If such alterations and/or modifications, and the amount of the proposed Special Rent Assessment are acceptable to Landlord, Landlord agrees to perform such work in accordance with Tenant's request;

6. **PROVISION FOR ADDITIONAL NOTICE.**

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed to Landlord, Tenant and as follows:

Georgia State Properties Commission
Transaction Management
47 Trinity Avenue, SW
Suite G-02
Atlanta, Georgia 30334-9006

or such other address as the parties may from time to time designate in writing.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

- BK). Base Rent is reflected as a number in Article III. Operating Expenses Rent is subject to annual adjustments subject to Exhibit "B", paragraph 1. Capital Expense Rent is subject to adjustments subject to Exhibit "B", paragraph 3. **Operating Expense Rent** is paid monthly and originally is set at \$8.00 per square foot or **\$10,340.00 per month**.

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1. the term 'Building' shall refer to that building located at 41 Pulaski Highway, Statesboro, GA 30458, being that building in which the premises referenced in this Agreement is located;
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 6. the term 'Pro-Rata Percentage' shall refer to a numerical value calculated by dividing the net usable/rentable square footage of office space in the Building occupied by Tenant (numerator) by the total net usable/rentable square footage of office space in the Building (denominator) and multiplying the resulting fraction by 100 as follows:
$$\frac{15,510}{15,510} \text{ Square feet times } 100 \text{ equals } \underline{100.00} \%$$
- c. Upon receipt of supporting documents satisfactory to Tenant showing Increased Operating Expenses, Tenant agrees to pay in any renewal or extension term of this Agreement, additional Operating Expenses Rent in equal monthly payments in addition to the Capital Expense Rent described in this Agreement. Said additional Operating Expenses Rent shall be equal to the Pro-Rata Percentage divided by 100 and multiplied by the Increased Operating Expenses, plus the additional Operating Expenses Rent (if any) paid in the immediately preceding term. Provided, however, that no increase in Operating Expenses Rent provided herein shall result in a monthly Operating Expenses Rent of greater than 107.5% of the monthly Operating Expenses Rent for the immediately preceding term or a total Operating Expenses Rent of the applicable renewal or extension term of greater than 107.5% of the Operating Expenses Rent of the immediately preceding term.
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BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administrative Services	MEETING DATE: 04.20.12				
	RESOLUTION ATTACHED?				
	<table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES					
NO	X				

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to execute an agreement with the Georgia State Properties Commission.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This agreement which will be retroactive to July 1 establishes rates terms and conditions for space occupied by the Georgia State Patrol to operate its radio tower. Approval is recommended

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO			NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: See attached lease agreement. No impact. However, the County receives no lease income as space is provided in-kind.		
PUBLIC HEARING						
CONSENT	X					
NEW BUSINESS						
UNFINISHED BUSINESS						
OTHER						

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	X
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	MS	INITIAL	gla	INITIAL	u
DATE		DATE		DATE		DATE	11-15-12	DATE	11/15/12	DATE	11-14-12

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	

The Bulloch County Board of Commissioners ("Landlord") agrees to provide the Georgia Department of Public Safety ("Tenant"), antenna space for two transmitters/receivers on the Landlord's tower located at 115 North Main Street in Statesboro, Georgia, to be used by the Georgia State Patrol, Post 45, Latitude: 32.452367 , Longitude: -81.783990

In consideration for providing said premises, Lessee agrees to pay \$1.00 per year to the Landlord. Tenant shall be responsible for all expenses incurred with their transmitters/receivers, including, but not limited to, electrical, telecom, maintenance and repairs associated with said equipment during the term of this Agreement. Tenant shall also have access to the radio building. The Landlord agrees to be responsible for all other expenses.

Both parties agree that this Agreement will terminate, and the premises will revert to the Landlord, in the event the premises are abandoned. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.

Either party has the right to cancel this Agreement upon forty-five (45) days prior written notice of the other party.

The undersigned do hereby mutually agree to the above terms this day of , 2012.

Notary Public
My Commission Expires:

Bulloch County Board of Commissioners

Notary Public
My Commission Expires

Georgia Department of Public Safety

APPROVED AS TO CONTENT:

**STATE PROPERTIES COMMISSION
LEASING DIVISION**

By: _____

Date: _____

FOR INVENTORY PURPOSES ONLY



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 04.20.12		
Administrative Services	RESOLUTION ATTACHED?	YES	<input type="checkbox"/>
		NO	<input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to execute an agreement with the Georgia State Properties Commission.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This agreement which will be retroactive to July 1 establishes rates terms and conditions for space occupied by the Department of Veterans Services. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO			NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: See attached lease agreement. No impact. However, the County receives no lease income as space is provided in-kind.		
PUBLIC HEARING						
CONSENT	X					
NEW BUSINESS						
UNFINISHED BUSINESS						
OTHER						

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL	CP	INITIAL	OP	INITIAL	W
DATE		DATE		DATE		DATE	11-15-12	DATE	11/15/12	DATE	11-14-12

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

October 30, 2012

Mr. Thomas M. Couch
Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, Georgia 30459-0347

Dear Mr. Couch:

Enclosed are five (5) originals of Memorandum of Agreement #7146 for space to be occupied by the Department of Veterans Service located at 3 West Altman Street, Suite A, in Statesboro, Georgia 30458.

Please have all copies of this Agreement, **signed, notarized and returned** to our office for final execution. Upon final execution, your copy of this Agreement will be returned to you.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

Scott H. Jennings
Manager

SHJ:ks

Enclosures

347, in Statesboro, Georgia 30459-0347 ("Landlord") agree to provide the Georgia Department of Veterans Service whose business address is 205 J. Hill Jr. Drive, S.E., Floyd Veterans Memorial Building #970 ET, in Atlanta, Georgia 30334-4800 ("Tenant"), approximately 792 square feet of office space located at 3 West Altman Street, Suite A, in Statesboro, Georgia 30458 ("Premises").

In consideration for providing this office space, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year. The Landlord agrees to be responsible for all Operating Expenses for said Premises.

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of July, 2012, an ending on June 30, 2013, and renew annually for one (1) additional one year term at the same rate unless this Agreement shall be sooner terminated as hereinafter provided.

Either Party may cancel this Agreement by giving ninety (90) days prior written notice.

The undersigned do hereby mutually agree to the above terms this ____ day of _____, 2012.

Notary Public
My Commission Expires:

Bulloch County Board of Commissioners

Notary Public
My Commission Expires

Department of Veterans Service

APPROVED AS TO CONTENT:

**STATE PROPERTIES COMMISSION
LEASING DIVISION**

By: _____

Date: _____

FOR INVENTORY PURPOSES ONLY

**RESOLUTION TO ADOPT AMENDED AND RESTATED
ACCG 457(b) DEFERRED COMPENSATION PLAN**

WHEREAS, the Bulloch County Board of Commissioners (the "County") previously adopted the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Bulloch County Employees (the "Plan") through an Adoption Agreement;

WHEREAS, the Association County Commissioners of Georgia ("ACCG") has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended, restated and updated the ACCG 457(b) Deferred Compensation Plan document to reflect changes in federal and state law and regulations (the "2012 457(b) Plan");

WHEREAS, the County desires to adopt the Master Trust and to amend and restate its Plan by adopting the 2012 457(b) Plan through an Adoption Agreement;

WHEREAS, the County desires to delegate to the DC Board the power to amend the 2012 457(b) Plan on behalf of the County in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain its status as an eligible deferred compensation Plan under the Code.

NOW THEREFORE, at a meeting held on the ____ day of _____, 2012, the Bulloch County Board of Commissioners hereby resolve as follows:

RESOLVED that the Bulloch County Board of Commissioners hereby approves the adoption of the Master Trust and the 2012 457(b) Plan and accompanying Adoption Agreement as an amendment and restatement of the ACCG 457(b) Deferred Compensation Plan for Bulloch County Employees.

FURTHER RESOLVED that the Bulloch County Board of Commissioners hereby delegates to the ACCG DC Board, the power to amend the 2012 457(b) Plan on behalf of the Bulloch County in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain its status as an eligible deferred compensation Plan under the Code.

FURTHER RESOLVED that the Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions, including a limited power of attorney to allow ACCG counsel to file all necessary forms with the Internal Revenue Service.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

BULLOCH COUNTY

By: _____

Title: _____

Date: _____

Attest:

By: _____

Witness



**RESOLUTION TO ADOPT AMENDED AND RESTATED
ACCG 457(b) DEFERRED COMPENSATION PLAN**

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WHEREAS, the Association County Commissioners of Georgia ("ACCG") has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended, restated and updated the ACCG 457(b) Deferred Compensation Plan document to reflect changes in federal and state law and regulations (the "2012 457(b) Plan");

WHEREAS, the County desires to adopt the Master Trust and to amend and restate its Plan by adopting the 2012 457(b) Plan through an Adoption Agreement;

WHEREAS, the County desires to delegate to the DC Board the power to amend the 2012 457(b) Plan on behalf of the County in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain its status as an eligible deferred compensation Plan under the Code.

NOW THEREFORE, at a meeting held on the ____ day of _____, 2012, the Bulloch County Board of Commissioners hereby resolve as follows:

RESOLVED that the Bulloch County Board of Commissioners hereby approves the adoption of the Master Trust and the 2012 457(b) Plan and accompanying Adoption Agreement as an amendment and restatement of the ACCG 457(b) Deferred Compensation Plan for Bulloch County Employees.

FURTHER RESOLVED that the Bulloch County Board of Commissioners hereby delegates to the ACCG DC Board, the power to amend the 2012 457(b) Plan on behalf of the Bulloch County in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain its status as an eligible deferred compensation Plan under the Code.

FURTHER RESOLVED that the Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions, including a limited power of attorney to allow ACCG counsel to file all necessary forms with the Internal Revenue Service.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

BULLOCH COUNTY

By: _____

Title: _____

Date: _____

Attest:

By: _____

Witness



347, in Statesboro, Georgia 30459-0347 ("Landlord") agree to provide the Georgia Department of Veterans Service whose business address is 205 J. Hill Jr. Drive, S.E., Floyd Veterans Memorial Building #970 ET, in Atlanta, Georgia 30334-4800 ("Tenant"), approximately 792 square feet of office space located at 3 West Altman Street, Suite A, in Statesboro, Georgia 30458 ("Premises").

In consideration for providing this office space, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year. The Landlord agrees to be responsible for all Operating Expenses for said Premises.

This Agreement shall be for a term of twelve (12) months, commencing on the 1st day of July, 2012, an ending on June 30, 2013, and renew annually for one (1) additional one year term at the same rate unless this Agreement shall be sooner terminated as hereinafter provided.

Either Party may cancel this Agreement by giving ninety (90) days prior written notice.

The undersigned do hereby mutually agree to the above terms this ____ day of _____, 2012.

Notary Public
My Commission Expires:

Bulloch County Board of Commissioners

Notary Public
My Commission Expires

Department of Veterans Service

APPROVED AS TO CONTENT:

**STATE PROPERTIES COMMISSION
LEASING DIVISION**

By: _____

Date: _____

FOR INVENTORY PURPOSES ONLY



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

October 5, 2012

Mr. Thomas M. Couch
Bulloch County Board of Commissioners
P. O. Box 347
Statesboro, Georgia 30459-0347

Dear Mr. Couch:

Enclosed are five (5) copies of Rental Agreement #7591 for Radio Tower space occupied by the Department of Public Safety, Georgia State Patrol, located at 115 North Main Street in Statesboro, Georgia 30458-5706.

The Department of Public Safety requires that all signatures, initials (if applicable) and notary execution must be secured before their office can execute. Please have all copies of this Agreement, initialed (if applicable), signed, *notarized* and returned to our office for final execution. Upon final execution, your copy of this Agreement will be returned to you.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,



Scott H. Jennings
Manager

SHJ:ks

Enclosures



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administrative Services	MEETING DATE: 04.20.12 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">RESOLUTION ATTACHED?</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 10%; text-align: center;">X</td> </tr> <tr> <td></td> <td style="text-align: center;">NO</td> <td></td> </tr> </table>	RESOLUTION ATTACHED?	YES	X		NO	
RESOLUTION ATTACHED?	YES	X					
	NO						

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to execute an agreement with the Georgia Employees Benefits Corporation (GEBCORP).

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This resolution authorizes amendments to the employee 457(b) Deferred Compensation Plan. There are proposed changes reflecting new IRS requirements, changes to the administrative services agreement and new more flexible options for employers and employees, including a new Roth contribution element.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT						
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: See attached letter and summary of changes. No impact.			
PUBLIC HEARING							
CONSENT			X				
NEW BUSINESS							
UNFINISHED BUSINESS							
OTHER							

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	LH	INITIAL	JL	INITIAL	CW
DATE		DATE		DATE		DATE	11/15/12	DATE	11/15/12	DATE	11-14-12

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	



Government Employee
Benefits Corporation

400 Galleria Parkway
Suite 1250
Atlanta, Georgia 30339
770.952.5225 • 800.736.7166
770.563.9356 fax
www.gebcorp.com

October 10, 2012

Bulloch County
Tom Couch
PO Box 347
Statesboro, GA 30459

RE: ACCG Defined Contribution Program Plan Documents

Dear Tom Couch:

This is to provide you with some important information relating to your ACCG 457(b) Deferred Compensation Plan, and to let you know of some actions that must be taken in 2012 by you and by GEBCorp in order to keep your Plans in compliance with federal law. The important step that must happen this year is the County will be required to adopt all new Plan documents by the end of 2012. Drafts of all the documents that must be executed will be sent to you in a separate mailing.

All employers that have adopted the ACCG 457(b) Plan must take part in this process.

New Plan Documents

There are many changes to the 457(b) Plan documents; most are a result of the numerous federal laws affecting retirement plans that have been passed in recent years, including the Pension Protection Act of 2006 ("PPA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), and the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA"). The IRS requires that all governmental retirement plans be amended and restated to incorporate these new laws. While most of the changes to the documents will have little impact on the operation of your Plan, we have highlighted several that will be important for you to be aware of on the enclosed Summary of 457(b) Plan Changes. One major change is that for the first time, each employer will be executing a 457(b) Plan Adoption Agreement, which provides each employer greater flexibility in the design of its Plan.

Administrative Services Agreement

An updated Administrative Services Agreement will also been included with your new 457(b) Plan documents. The Administrative Services Agreement outlines the responsibilities of Bulloch County, ACCG, and the DC Board of Trustees, for the operation and administration of the Plan(s). The enclosed Summary of the Administrative Services Agreement Schedules provides a brief description of each of the Schedules that can found in the Agreement. Several Schedules included in the Agreement need to be completed and/or signed by the Bulloch County. Each Schedule requiring completion or signature will be marked for your convenience.

Action Items

- 1. Place the enclosed Resolution for the 457(b) Plan before your Board of Commissioners.**
- 2. Return the executed Resolution to GEBCorp no later than October 26, 2012.**

In the coming weeks, GEBCorp will provide you with drafts of all new Plan documents. Upon receipt of the documents, you should:

- 1. Review the 457(b) Plan Adoption Agreement.** This is a *new* agreement and should be reviewed carefully. This new agreement allows the County greater flexibility in the design of the 457(b) Plan. It has been completed based on the elections we believe most employers are likely to choose. This agreement contains provisions not previously available, such as elections to allow Roth (after-tax) contributions and availability of Automatic Enrollment. Please let GEBCorp know if there are any questions, or if there are changes the County would like to consider.

2. **Review the Administrative Services Agreement.** This agreement has been revised and should be reviewed carefully to ensure the County's understanding of the administration of the Plan. It contains the asset based fees and other fees charged to participants and investments offered to participants by the County. The Agreement also requires the County to update those individuals authorized to sign or speak on behalf of the County regarding the Plan.
3. **Return the executed Agreements to GEBCorp no later than November 30, 2012.**

Please contact me at 800.736.7166 or at israelbenear@gebcorp.com, if you would like more information or have any questions about this process.

Sincerely,



Israel Benear
Project Manger

RESOLUTION TO ADOPT AMENDED AND RESTATED ACCG 457(b) DEFERRED COMPENSATION PLAN

WHEREAS, the Bulloch County Board of Commissioners (the "County") previously adopted the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Bulloch County Employees (the "Plan") through an Adoption Agreement;

WHEREAS, the Association County Commissioners of Georgia ("ACCG") has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended, restated and updated the ACCG 457(b) Deferred Compensation Plan document to reflect changes in federal and state law and regulations (the "2012 457(b) Plan");

WHEREAS, the County desires to adopt the Master Trust and to amend and restate its Plan by adopting the 2012 457(b) Plan through an Adoption Agreement;

WHEREAS, the County desires to delegate to the DC Board the power to amend the 2012 457(b) Plan on behalf of the County in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain its status as an eligible deferred compensation Plan under the Code.

NOW THEREFORE, at a meeting held on the ____ day of _____, 2012, the Bulloch County Board of Commissioners hereby resolve as follows:

RESOLVED that the Bulloch County Board of Commissioners hereby approves the adoption of the Master Trust and the 2012 457(b) Plan and accompanying Adoption Agreement as an amendment and restatement of the ACCG 457(b) Deferred Compensation Plan for Bulloch County Employees.

FURTHER RESOLVED that the Bulloch County Board of Commissioners hereby delegates to the ACCG DC Board, the power to amend the 2012 457(b) Plan on behalf of the Bulloch County in the future, for the limited purpose of adopting non-discretionary Internal Revenue Service required amendments that must be adopted on a timely basis in order to maintain its status as an eligible deferred compensation Plan under the Code.

FURTHER RESOLVED that the Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions, including a limited power of attorney to allow ACCG counsel to file all necessary forms with the Internal Revenue Service.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

BULLOCH COUNTY

By: _____

Title: _____

Date: _____

Attest:

By: _____

Witness



Summary of Administrative Services Agreement Schedules

The purpose of the Administrative Services Agreement is to detail the services and obligations of ACCG, GEBCorp, the Defined Contribution Plan Program Board of Trustees, and the Employer. The Agreement and the Schedules described below require approval by the Board of Commissioners and signature by the Chair.

Schedule A – ACCG Recordkeeping Services

Describes the services which ACCG will provide to the Employer for the administration of the 401(a) and 457(b) Plans.

Schedule B – Fee Schedule

Shows the asset based fee schedule, as well as other miscellaneous fees, for the administration of the Plan. Plan assets will be reviewed annually to determine the appropriate fee schedule for the upcoming plan year. Fees will be deducted from participant accounts on a quarterly basis.

Schedule C – Automated Telephone and Electronic Communication System Guidelines

Describes the procedures for interactive telephone and electronic communication systems available to plan participants.

Schedule D – DC Board of Trustees Services

Describes the services that the DC Board as Trustee has agreed to provide to the Employer for the administration of the 401(a) and 457(b) Plans.

Schedule D-1 – Investment Options

Lists the investment options which have been approved by the DC Board to be offered under the 401(a) and 457(b) Plans.

Schedule D-2 – Investment Option Elections

Allows the Employer to select which of the available investment options will be offered by the 401(a) and 457(b) Plans. The investment options previously authorized by the County are selected for approval. The County can change these options; please contact GEBCorp if you wish to consider changing current investment options.

Schedule E – Employer and Participant Responsibilities

Describes the responsibilities of the Employer and Participant for the administration of the 401(a) and 457(b) Plans.

Schedule F – Designation of Authorized Individuals

The Employer designates the individual(s) who are authorized to provide direction upon which ACCG may take action for the 401(a) and 457(b) Plans. These include those with signature approval for changes to the plan as well as those who are considered the 'authorized signature' for participant actions such as enrollments and distributions.

Schedule G – Unforeseeable Emergencies Approval

The Employer elects the responsible party (ACCG or the Employer) for approving unforeseeable emergency requests by Participants under the 457(b) Plan. Generally, Employers elect to give this responsibility to GEBCorp; however, if the Employer takes this responsibility for review and approval, it must also take responsibility for understanding of and application of IRS regulations governing these requests.

Section 7.03, Participant Direction of Investments

- Current provisions allow for all plan participants to determine how their funds are invested within the investment options selected by the Employer. The Employer must elect Participant or Employer direction of investments for all or certain contribution types.
- Self-Directed Brokerage, if chosen as an investment option in the Administrative Services Agreement, may be set up for all or certain contribution types.

Summary of 457(b) Plan Changes

The 457(b) Deferred Compensation Plan is adopted by the Employer. The Adoption Agreement allows the Employer to customize the plan to fit its needs. **The Adoption Agreement is greatly expanded from the basic documents of the past. Please review all provisions.** Although each section is a "change" from the previous documents, below are areas of the Adoption Agreement to which you should pay particular attention. Review each section in conjunction with the Plan Document to ensure your understanding of the options available.

Please contact GEBCorp if there are any questions, or if the Employer wishes to consider any changes to its 457(b) Adoption Agreement.

Section 2.10, Eligible Employee

- Generally, 457(b) plans are available to all elected officials and employees in all employment statuses. The Employer may, however, limit eligibility in this section.
- Elections to allow Employers more flexibility in defining Eligible Employees.

Section 3.02, Employee Contributions (NEW OPTION)

Roth Contributions are a **new addition** to the elections available to Plan participants if so elected by the Employer in the Adoption Agreement. Please note that the addition of Roth Contributions will require a payroll slot to be created – check with your payroll provider. See the Plan Document for more information regarding Roth Contributions. Contact GEBCorp if you need further information.

- The Employer may allow Participants to make Roth Contributions to the Plan.
 - Roth Contributions are after-tax contributions.
 - Roth Contributions are not available for Unforeseeable Emergency Distributions ("Hardships").

Section 3.03, Automatic Enrollment (NEW OPTION)

If elected, this section will require automatic enrollment into the 457(b) Plan in a specific percentage amount as specified by the Employer.

- This provision can be elected for either all existing Employees not already enrolled or new hires only – or both.
- If so elected, Employees shall have the amount specified by Employer deducted (pre-tax deferral) from their paycheck automatically to the 457(b) Plan.
- Employee Contributions shall be invested in the default fund.
 - Employees may change their investment elections.
- There is an opt-out provision for the Employee: If the employee elects not to participate ("opts out") within 30 days, contributions are returned through their paycheck (and taxed) without earnings or losses.
- If Employee elects not to participate after 30 days, contributions shall not be returned.

Section 3.04, Employer Contributions

Most Employers do not contribute to the 457(b), opting to place Employer Contributions in the 401(a) instead. Employers may, however, contribute to the 457(b). Please contact GEBCorp if there are any questions.

- Employees are immediately 100% Vested in the Employer Contributions.
- Employer Contributions are available to the Participant for Unforeseeable Emergency Distributions.
- Employer Contributions shall apply toward Maximum Deferral Limitation; therefore, the amount an Employee may contribute to the Plan would be reduced by the amount the Employer contributes.
- Employer Contributions are reportable as income for purposes of Social Security and Medicare.

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1) Roads and Bridges and Engineering	MEETING DATE (Box 2) November 20, 2012		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Request that the Board approve a contract with Ellis Wood Contracting in the amount of \$230,110.42 for paving Brannen Pond Road. The bid report is attached.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

The county is placing the rock base. The contractor will grade and compact the rock base and place 2 inches of asphalt.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)		See attached bid tabulation.					
NEW BUSINESS (6d)	X						
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	X	YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	VKT	INITIAL		INITIAL		INITIAL	CAS	INITIAL	Opn	INITIAL	W
DATE	11/13/2012	DATE		DATE		DATE	11-15-12	DATE	11/15/12	DATE	11-14-12

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

MEMORANDUM

Date: October 24, 2012
To: _____ Mr. Tom Couch _____
From: Kenneth Trapnell _____ Kenneth Trapnell _____
Subject: Brannen Pond Rd. Paving Bid Report

Sealed bids were opened at the Bulloch County North Main Annex on October 24, 2012 at 3:00 P.M. for Brannen Pond Road Paving.

The newspaper advertisement (Statesboro Herald) was on October 10, & October 17, 2012.

Invitation-to-Bid (IFB'S) were e-mailed to nine (9) vendors on October 9, 2012.

A number of vendors requested bid packages by e-mail or phone calls.

Five (5) bids were received.

Bids received are as follows:

VENDOR	TOTAL BID PRICE	BID BOND
Ellis Wood Contracting	\$230,110.42	Yes
Everett Dykes Grassing Co.	\$238,537.50	Yes
Mill Creek Construction	\$248,698.79	Yes
Reeves Construction Co.	\$269,970.10	Yes
Sikes Bros., Inc.	\$281,390.36	Yes

All bids received had the following: Bid Bond, Non Collusion Affidavit & Vendor Declaration attached to their bid.

Attending the bid opening were the following: Reps. from Ellis Wood Contracting, Dykes Grassing Co., Mill Creek Const., Kenneth Trapnell, Harry Starling & Ruby Hunter.

If you need more, please let me know.