



**Bulloch County
Board of
Commissioners
Regular Meeting**

**May 7, 2013
Estimated Time: 2 Hours 45 Minutes
North Main Annex Community Room
Statesboro, Georgia
5:30 PM**

Meeting Function:	Board of Commissioners	Type of Meeting:	Regular Meeting
Meeting Chair:	Chairman, Garrett 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, Development Services Director; Ted Wynn, Public Safety Director; Dink Butler, Transportation Director; Kirk Tatum, County Engineer; Maggie Fitzgerald, Human Resources Director; and Randy Newman, Zoning Administrator

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Simmons	5:32 PM	
Roll Call	Clerk of the Board	5:33 PM	
Zoning Agenda and Public Hearings	Zoning Administrator	5:34 PM	P/Z Pkg.
Approval of General Agenda	Chairman Nevil	5:45 PM	
Public Comments	Audience	5:47 PM	
Consent Agenda	Chairman Nevil	5:57 PM	
Approval of Minutes – Regular Meeting & Executive Session held on April 16, 2013	Clerk of the Board		Tab A
Approval to accept the lowest bid for renovations and addition to the Brooklet EMS Building	Public Safety/EMS		Tab B
New Business	Chairman Nevil		
Discussion/Action: To authorize a sole source procurement for Voice Over Internet Protocol telecommunications and computer software for the North Main Annex and Building and Zoning Department	County Manager	6:00 PM	Tab C
Discussion/Action: To approve the costs for construction of a park and ride at the corner of Highway 67 & Highway 46	Engineering/Transportation	6:15 PM	Tab D
Discussion/Action: For cable franchise audit to collect fees owed	Administration/Finance	6:30 PM	Tab E
Discussion/Action: To approve a building program for the new Administrative Annex	SPLOST Capital Projects/ Building & Facilities	6:45 PM	Tab F
Discussion/Action: To Authorize a sole source contract to Palmetto Fire Apparatus for NFPA service and intersection on county fire apparatus.	Public Safety	7:00 PM	Tab G

Discussion/Action: To dispense with the reading and adopt a resolutions amending the Employee Retirement Plan	Administration/Human Resources	7:15 PM	Tab H
Discussion/Action: To authorize the County Manager to waive the bid policies to solicit formal but not sealed bids for a rescue truck body	Public Safety	7:30 PM	Tab I
Commission and Staff Comments	Chairman Nevil, et al.	7:45 PM	
Executive Session: Personnel Matters	Clerk of the Board	7:55 PM	Red Tab
Adjourn	Chairman	8:15 PM	
Additional Information			
Background information in Board packets			



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	May 7, 2013
Application #:	Text Amendment	Application Type:	Text Amendment
Applicant:	Joseph M. Akins		
Summary:	Joseph M. Akins has submitted an application asking for a Text Amendment to the Bulloch County Zoning Ordinance to amend the definition of Boarding House and to allow a Boarding House as a conditional use in the AG-5 (Agricultural 5 acres) and R-80 (residential 80,000 square feet) zoning districts.		

Text Amendment Standards	Yes	No	Comment
(1) Is the proposed text amendment compatible with the purpose and intent of the Comprehensive Plan?	X		
(2) Is the proposed text amendment consistent with the purpose and intent of the Zoning Ordinance?	X		
(3) Will adoption of the amendment further the protection of the public health and safety or general welfare?	X		

The staff recommends approval of the text amendment request as follows.

Planning and Zoning Recommendation

Motion:	To recommend approval of the text amendment request.
Vote:	4-0 vote
Issues:	None
Opposition:	None



Bulloch County Departmental Review

STATE OF GEORGIA
COUNTY OF BULLOCH

AMENDMENT TO THE CODE OF ORDINANCES OF BULLOCH COUNTY, GEORGIA

BE IT ORDAINED by the Bulloch County Board of Commissioners that the definition of *Boarding House* in Section 202 of Article 2 of Appendix C-Zoning of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

“Boarding House: An establishment, other than a hotel or motel, which furnishes lodging for compensation to more than four but fewer than twenty persons and which, for the period of occupancy, may serve as a principal residence. These establishments may also provide complementary services, such as housekeeping, meals, and laundry services; provided, however, that cooking must be done in a central kitchen and not in individual rooms or suites. These establishments include, but are not limited to, fraternity houses, sorority houses, rooming houses, and similar facilities.”

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that “Boarding House” is hereby added as a conditional use in the Ag-5 zoning district under Section 503(b) of Article 5 of Appendix C-Zoning of the Code of Ordinances of Bulloch County, Georgia.

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that “Boarding House” is hereby added as a conditional use in the R80 zoning district under Section 602 of Article 6 of Appendix C-Zoning of the Code of Ordinances of Bulloch County, Georgia.



Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	May 07, 2013
Application #:	Text Amendment	Application Type:	Text Amendment
Applicant:	Bulloch County		
Summary:	Bulloch County has filed an application requesting a text amendment to the Zoning Ordinance to add a definition for Solar Electric Power Generation and make it a conditional use in AG-5 (Agricultural 5 acres).		

Text Amendment Standards	Yes	No	Comment
(1) Is the proposed text amendment compatible with the purpose and intent of the Comprehensive Plan?	X		
(2) Is the proposed text amendment consistent with the purpose and intent of the Zoning Ordinance?	X		
(3) Will adoption of the amendment further the protection of the public health and safety or general welfare?	X		

The staff recommends approval of the text amendment request as follows.

Planning and Zoning Recommendation

Motion:	To recommend approval of the text amendment request.
Vote:	4-0 vote
Issues:	None
Opposition:	None

STATE OF GEORGIA
COUNTY OF BULLOCH

AMENDMENT TO THE CODE OF ORDINANCES OF BULLOCH COUNTY, GEORGIA

BE IT ORDAINED by the Bulloch County Board of Commissioners that a definition of *Solar Electric Power Generation* is hereby added to Section 202 of Article 2 of Appendix C-Zoning of the Code of Ordinances of Bulloch County, Georgia to read as follows:

“Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to



Bulloch County Departmental Review

produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,
 - e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action."

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that "Solar Electric Power Generation" is hereby added as a conditional use under Section 503(b) of Article 5 of Appendix C-Zoning of the Code of Ordinances of Bulloch County, Georgia.

April 16, 2013
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed media and guests and called the meeting to order. Commissioner Ethridge 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 Ethridge, Commissioner Simmons, Commissioners Rushing, Commissioner Thompson and Vice-Chairman Gibson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Chief Financial Officer Harry Starling, Developmental Services Director Andy Welch, Keep Bulloch Beautiful Director Kelly Collingsworth, Chief Deputy Jared Akins, Transportation Director Dink Butler, County Engineer Kirk Tatum, Airport Manager Jeff Herrington, and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil asked for amendments or modifications to the General Agenda. County Manager Tom Couch asked to modify the agenda by moving Item # 4 under New Business to Item #5 and adding Item # 4 for the Discussion/Action to approve an agreement with Georgia Department of Transportation for a design of the Taxiway Lighting Replacement. After hearing no further modifications or amendments to the agenda, Commissioner Gibson offered a motion to approve the General Agenda with the modifications requested by the County Manager. 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.

Next, Chairman Nevil called on Keep Bulloch Beautiful Director Kelly Collingsworth for a presentation concerning the Great American Cleanup Day. Ms. Collingsworth stated Bulloch County's Great American Cleanup Day would be Saturday, April 20, 2013 from 9:00 A.M. until 1:00 P.M. She stated this year's co-chairs are City Councilman Phil Boyum and Congressman John Barrow. She presented two commercials that had been done to advertise for Great American Cleanup Day. She stated they already

have over 600 volunteers registered and anticipate more which is needed to cover over 334 miles of roads throughout the County. Chairman Nevil presented Ms. Collingsworth with a Proclamation on behalf of the Board of Commissioners and thanked her for all the hard work.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. There was no one present for public comments and nothing had been submitted in writing.

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 April 2, 2013. Commissioner Mosley offered a motion to approve the Consent Agenda as presented. 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.

Without any items of Old Business Chairman Nevil stated the first item under New Business was for Discussion/Action to approve an ordinance regulating Pawnbrokers, Pawnshops, Secondhand Dealers, and Dealers in Precious Metals and Gems. Chairman Nevil called on the Bulloch County Sheriff's Chief Deputy Jared Akins to initiate discussion on the matter. Mr. Akins explained the current procedure on how things are being handled and the data is only being obtained every two (2) weeks from the pawnshops and the volume of the business is growing and it is getting more difficult to collect the records. He stated on some items there is no time on how long they have to hold the item(s) and this causes a lot of stolen items to go unrecovered. Mr. Akins stated with the proposed ordinance this will help regulate the time the shops/brokers have to hold the item(s) and allow for the Sheriff's Department to get more accurate information in a timely matter. He stated they had found an internet base system called Leads on Line that will help with receiving the data quicker. Mr. Akins stated they were able to pay for the first year subscription in the amount of \$4, 100.00 out of seized funds and hopes to continue doing this in the future. He stated he had presented the proposed Ordinance to the City of Statesboro so the city and the county would have the same guidelines and make it easier on everyone. Commissioner Thompson asked if any of this would cover

scrap metal operations. Mr. Akins explained that State Law does not allow local regulations of scrap metal operations. County Manager Tom Couch asked if the \$50 regulatory fee was just a Bulloch County Fee or if this was a comparable fee for the permit. Mr. Akins explained the fee is what most other counties and municipalities charge for the permit. Mr. Couch asked when this would go into effect. County Attorney Jeff Akins stated the ordinance would become effective upon its adoption but we would work toward issuing license on July 1, 2013. After hearing no further discussion, Commissioner Thompson made a motion to approve the ordinance regulating Pawnbrokers, Pawnshops, Secondhand Dealers, and Dealers in Precious Gems. (See Exhibit # 2013-031) 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 second item under New Business was for Discussion/Action to approve an amended Bulloch County Fee Schedule. Chairman Nevil called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the schedule is adding the regulatory fees for the ordinance that was approved under Item # 1 of New Business. After hearing no further discussion, Commissioner Gibson made a motion to approve the amended Bulloch County Fee Schedule. (See Exhibit # 2013-032). 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 stated the third item under New Business was for Discussion/Action to approve revenue bonds to be issued by the Development Authority of Bulloch County for the benefit of Stadium Construction, LLC. Chairman Nevil called on Steve Rushing, Hearing Officer for the Development Authority of Bulloch County, to initiate discussion on the matter. Mr. Rushing stated Stadium Construction, LLC has filed an application with the Development Authority requesting the revenue bonds that will be used to finance construction of an expansion and new football operations at Paulson Stadium on the Georgia Southern University campus. Mr. Rushing stated the

amount of the bonds is not to exceed \$25, 0000,000 and the Bulloch County Board of Commissioners will not have any liability for reimbursement of the bonds, but that federal tax law requires approval by the Chairman of the Bulloch County Board of Commissioners in order for the bonds to have tax-exempt status. After hearing no further discussion, Commissioner Thompson made a motion to approve the revenue bonds to be issued by the Development Authority for the benefit of Stadium Construction, LLC for improvements made at Paulson Stadium. (See Exhibit #2013-033). 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.

Chairman Nevil stated the fourth item under New Business was for the Discussion/Action to approve an agreement with Georgia Department of Transportation for the design of the Taxiway Lighting Replacement at the Statesboro-Bulloch County Airport. Chairman Nevil called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated there have been multiple problems with the lighting system and it needs to be replaced. He stated the cost of the design project is \$52,808.19 with federal paying \$ 50,168.00, state paying \$1,320.00, and local matching state funding at \$1,320.19. After hearing no further discussion, Commissioner Mosley made a motion to approve the agreement with the GDOT for the replacement of the taxiway lighting at the Statesboro-Bulloch County Airport. (See Exhibit # 2013-034). 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 fifth item under New Business was for Discussion only on Personal Care Homes. He called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated there have been several applications submitted for a Conditional Use to allow a personal care home in different zoning districts in the county. He went over some of the state laws and definitions and stated that Bulloch County's definition for Personal Care Homes needs revisions to address the different types of "homes" that are allowed. He stated there also needs to be some clarification on single family dwellings and what the definition of "family" means. Mr. Akins stated he is

going to make a presentation to the Planning and Zoning Commission at the May meeting but would request that the Commissioners review the material that was passed out at the meeting. Mr. Akins stated these amendments could take two or three months but he wants to make sure it is a comprehensive and up-to-date revision. After additional discussion concerning definitions of “family” and reasons for approving or denying a request, Chairman Nevil moved onto the next item on the agenda.

Next, Chairman Nevil asked for any general comments or statements from the Commissioners. Commissioner Ethridge, Commissioner Mosley, Commissioner Simmons, Commissioner Rushing, Commissioner Thompson and Commissioner Gibson thanked Holli Bragg with the Statesboro Herald for attending the meeting; they thanked Mr. Akins, Mr. Welch and Mr. Newman for the presentation on the personal care homes; and thanked the staff for all their hard work.

Next, Chairman Nevil asked for comments from the Staff. County Manager Tom Couch gave an update on the road striping throughout the county. County Engineer Kirk Tatum asked about a follow up meeting with Kathy Todd on Kendricks Road. Mr. Couch stated there was a tentative date of Thursday, April 18, 2013 at 5:00 p.m. but he would confirm later.

Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. 50-14-3 and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussing Personnel Matters. Without further discussion, Commissioner Gibson offered a motion to enter into Executive Session to discuss Personnel Matters (See Exhibit #2013-035). Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner

Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

The meeting was reconvened, and Chairman Nevil asked if there were any further comments from the Commission or Staff. 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 Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley, 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 5-7-13

Public Safety / EMS

RESOLUTION ATTACHED? (Box 3)

YES

NO

REQUESTED MOTION OR ITEM TITLE (Box 4)

To accept the lowest bid for building renovation/addition for EMS/Brooklet

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

AGENDA CATEGORY
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

YES

NO

AMENDMENT
REQUIRED? (7b)

YES

NO

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

CONSENT (6c)

Attached bid document.

NEW BUSINESS (6d)

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	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	
NO		NO		NO		NO	<input checked="" type="checkbox"/>	NO		NO	
elw INITIAL		INITIAL		INITIAL		INITIAL <i>CAF</i>		INITIAL <i>af</i>		INITIAL	
4-30-13 DATE		DATE		DATE		DATE 5-2-13		DATE 5/2/13		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED

DATE TO BE RETURNED TO AGENDA

DENIED

DEFERRED

NOTES

OTHER

MEMORANDUM

Date: April 12, 2013
To: Mr. Tom Couch
From: Kenneth Trapnell ____Kenneth Trapnell_____
Subject: Additions to Fire Station Bid Report (4/12/2013)

Sealed bids were opened at the Bulloch County Annex on April 12, 2013 at 3:00 P.M. for the additions of a fire station to be used by the Bulloch County Fire Department.

Invitations to Bid were e-mailed to vendors on March 14, 2013. There were fourteen (14) original vendors that received IFB's.

The bid solicitation was advertised on **bullochcounty.net** beginning on March 14, 2013.

The bid solicitation was also advertised in the Statesboro Herald on March 15, 2013 & March 29, 2013.

Five (5) bids were received.

Bids received are as follows:

VENDOR	BID PRICE	NON-COLL. & VENDOR DEC.
SMITH STEEL STRUCTURES, INC.	\$15,862.00	YES
TIPPINS-POLK CONSTRUCTION, INC.	\$21,974.00	YES
BAK BUILDERS, LLC	\$26,000.00	YES
MARCHESE CONSTRUCTION, LLC	\$29,739.00	YES
RL CONSTRUCTION GROUP, INC.	\$40,323.00	YES

Bob Hook (Buildings & Facilities Director) has the bids & will do an evaluation for the BOC meeting.

Bob Hook will make a recommendation for award soon.

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) 5-7-2013			
County Manager	RESOLUTION ATTACHED? (Box 3)	YES	NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)
 Discussion and action to authorize a sole source procurement for Voice Over Internet Protocol (VOIP) telecommunications and computer / software for the North Main Annex and Building and Zoning Department.

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

The computer network and servers in the North Main Annex were recently upgraded and centralized to enhance productivity and security. With these upgrades in place, the County Manager is recommending that a VOIP solution be installed as recommended and negotiated with Georgia Technologies of Statesboro, Georgia. Georgia Technologies installed a pilot VOIP system at the Magistrate Court in 2012 and provides technology support to the Sheriff's Department, Magistrate Court and has been instrumental in upgrading the computer network in the North Main Annex. Hardware / software purchases would be recommended to be taken from SPLOST 07 Building and Facilities pool in an amount approximately \$35-38K.

AGENDA CATEGORY (CHECK ONE) (Box 6)	FINANCIAL IMPACT STATEMENT (Box 7)			
	BUDGETED ITEM? (7a)	YES	NO	AMENDMENT REQUIRED? (7b)
				YES
				NO
PRESENTATION (6a)				
PUBLIC HEARING (6b)				
CONSENT (6c)				
NEW BUSINESS (6d)	X			
OLD BUSINESS (6e)				
OTHER (6f)				

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)
 See attached estimate. It is estimated that there would be a 50% cost savings in telephone billing with VOIP. Previous to installing a VOIP system, the Magistrate Court average monthly phone bill was \$713, while the bill for February 2012 was \$353. This type of phone system will also reduce construction and phone relocation costs at the new administration facility.

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	JAW	INITIAL		INITIAL		INITIAL	CAS	INITIAL	OPH	INITIAL	
DATE	4/29/13	DATE		DATE		DATE	5-2-13	DATE	5/2/13	DATE	

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



216 S Zetterower Ave, Statesboro, Georgia 30458, USA
 local (912) 489-7427 toll free (866) 489-7427

www.georgiatechnologies.com

PROPOSAL

Prepared Especially For

**Bulloch County Board of
 Commissioners
 PO Box 347
 Statesboro GA 30459**

Proposal Date

4/17/2013

Proposal No.

3584

Prepared By

SDK

QTY	DESCRIPTION	RATE
	ShoreTel Communications System Option C INCLUDED DEPARTMENTS: ADMIN, TAX ASSESSOR, TAX COMM, BLDG & ZONING	
1	Small Business Edition "SBE100" Bundle ShoreTel Software v 13.1 50 User Package w/ Voice Switch 220T1A + Voice Switch 50 (for redundancy) 50 Extension & mailbox licenses 50 Personal Communicator licenses (w/ 1 "Operator" license) 43 ShoreTel IP230g Phones 1 Year Partner Support (Phones Excluded)	31,253.85T
1	APC SMT1500 Rack UPS	749.00T
1	APC Network Card for UPS	289.00T
1	Dell PowerEdge R320 On-Board Dual Gigabit Network Adapter iDRAC7 Enterprise 3.5" Chassis with up to 4 Hot Plug Hard Drives and Embedded SATA Bezel Performance BIOS Setting SW RAID 5 for S110 (3-4 SATA/SATA SSD HDDs) S110, Software RAID (for Microsoft OS Only) Intel® Xeon® E5-2407 2.20GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W, Max Mem 1066MHz (2) 4GB RDIMM, 1333 MT/s, Low Volt, Single Rank, x4 Data Width 1333 MHz RDIMMs Performance Optimized (4) 1TB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive Electronic System Documentation and OpenManage DVD Kit for R320 DVD Internal for 4HD Chassis ReadyRails™ Sliding Rails With Cable Management Arm Dual, Hot-plug, Redundant Power Supply, 350W (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord Windows Server 2008 R2 SP1, Standard Edition,x64, Includes 5 CALS	3,422.65T
	THIS PROPOSAL INCLUDES COMPLETE SYSTEM INSTALLATION, CONFIGURATION, AND TRAINING.	
	THIS PROPOSAL DOES NOT INCLUDE THE COST AND LABOR ASSOCIATED WITH WIRING AND/OR THE TERMINATION OF ANY NETWORK CABLE FROM THE PATCH PANEL TO EACH ENDPOINT AT WHICH THE TELEPHONE AND/OR EQUIPMENT IS CONNECTED. CERTAIN NETWORK WIRING REQUIREMENTS ARE NECESSARY FOR VOIP SYSTEMS TO OPERATE PROPERLY. WHILE MOST OFFICE BUILDINGS MEET THE NECESSARY WIRING REQUIREMENTS, ANY INSTALLATION OF WIRING PROVIDED BY GEORGIA TECHNOLOGIES AND/OR ITS THIRD-PARTY CONTRACTORS IS ADDITIONAL AND WILL BE BILLED SEPARATELY. PLEASE CONTACT YOUR GEORGIA TECHNOLOGIES REPRESENTATIVE FOR DETAILS.	

Subtotal \$35,714.50

Sales Tax (0.0%) \$0.00

Total **\$35,714.50**

The costs listed on this proposal may change after 30 days. If the cost of labor is included on proposal, it is an estimate of time only and is subject to change. Please contact your Georgia Technologies service provider for complete details. Visit us at www.georgiatechnologies.com



216 S Zetterower Ave, Statesboro, Georgia 30458, USA
 local (912) 489-7427 toll free (866) 489-7427

www.georgiatechnologies.com

PROPOSAL

Prepared Especially For

**Bulloch County Board of
 Commissioners**
 PO Box 347
 Statesboro GA 30459

Proposal Date

4/17/2013

Proposal No.

3583

Prepared By

SDK

QTY	DESCRIPTION	RATE
	ShoreTel Communications System Option B INCLUDED DEPARTMENTS: ADMINISTRATION, BUILDING & ZONING	
1	Small Business Edition "SBE100" Bundle ShoreTel Software v 13.1 25 User Package w/ Voice Switch 220T1A 25 Extension & mailbox licenses 25 Personal Communicator licenses (w/ 1 "Operator" license) 22 ShoreTel IP230g Phones 1 Year Partner Support (Phones Excluded)	17,118.93T
1	APC SMT1500 Rack UPS	749.00T
1	APC Network Card for UPS	289.00T
1	Dell PowerEdge R320 On-Board Dual Gigabit Network Adapter iDRAC7 Enterprise 3.5" Chassis with up to 4 Hot Plug Hard Drives and Embedded SATA Bezel Performance BIOS Setting SW RAID 5 for S110 (3-4 SATA/SATA SSD HDDs) S110, Software RAID (for Microsoft OS Only) Intel® Xeon® E5-2407 2.20GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W, Max Mem 1066MHz (2) 4GB RDIMM, 1333 MT/s, Low Volt, Single Rank, x4 Data Width 1333 MHz RDIMMs Performance Optimized (4) 1TB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive Electronic System Documentation and OpenManage DVD Kit for R320 DVD Internal for 4HD Chassis ReadyRails™ Sliding Rails With Cable Management Arm Dual, Hot-plug, Redundant Power Supply, 350W (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord Windows Server 2008 R2 SP1, Standard Edition,x64, Includes 5 CALS	3,422.65T
	THIS PROPOSAL INCLUDES COMPLETE SYSTEM INSTALLATION, CONFIGURATION, AND TRAINING.	
	THIS PROPOSAL DOES NOT INCLUDE THE COST AND LABOR ASSOCIATED WITH WIRING AND/OR THE TERMINATION OF ANY NETWORK CABLE FROM THE PATCH PANEL TO EACH ENDPOINT AT WHICH THE TELEPHONE AND/OR EQUIPMENT IS CONNECTED. CERTAIN NETWORK WIRING REQUIREMENTS ARE NECESSARY FOR VOIP SYSTEMS TO OPERATE PROPERLY. WHILE MOST OFFICE BUILDINGS MEET THE NECESSARY WIRING REQUIREMENTS, ANY INSTALLATION OF WIRING PROVIDED BY GEORGIA TECHNOLOGIES AND/OR ITS THIRD-PARTY CONTRACTORS IS ADDITIONAL AND WILL BE BILLED SEPARATELY. PLEASE CONTACT YOUR GEORGIA TECHNOLOGIES REPRESENTATIVE FOR DETAILS.	

Subtotal	\$21,579.58	Sales Tax (0.0%)	\$0.00	Total	\$21,579.58
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The costs listed on this proposal may change after 30 days. If the cost of labor is included on proposal, it is an estimate of time only and is subject to change. Please contact your Georgia Technologies service provider for complete details. Visit us at www.georgiatechnologies.com



216 S Zetterower Ave, Statesboro, Georgia 30458,
USA

local (912) 489-7427 toll free (866) 489-7427

www.georgiatechnologies.com

PROPOSAL

Prepared Especially For

**Bulloch County Board of
Commissioners
PO Box 347
Statesboro GA 30459**

Proposal Date

4/17/2013

Proposal No.

3582

Prepared By

SDK

QTY	DESCRIPTION	RATE
	ShoreTel Communications System Option A INCLUDED DEPARTMENTS: ADMINISTRATION ONLY	
1	Small Business Edition "SBE100" Bundle ShoreTel Software v 13.1 20 User Package w/ Voice Switch 220T1A 20 Extension & mailbox licenses 20 Personal Communicator licenses (w/ 1 "Operator" license) 16 ShoreTel IP230g Phones 1 Year Partner Support (Phones Excluded)	13,414.93T
1	APC SMT1500 Rack UPS	749.00T
1	APC Network Card for UPS	289.00T
1	Dell PowerEdge R320 On-Board Dual Gigabit Network Adapter iDRAC7 Enterprise 3.5" Chassis with up to 4 Hot Plug Hard Drives and Embedded SATA Bezel Performance BIOS Setting SW RAID 5 for S110 (3-4 SATA/SATA SSD HDDs) S110, Software RAID (for Microsoft OS Only) Intel® Xeon® E5-2407 2.20GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W, Max Mem 1066MHz (2) 4GB RDIMM, 1333 MT/s, Low Volt, Single Rank, x4 Data Width 1333 MHz RDIMMs Performance Optimized (4) 1TB 7.2K RPM SATA 3Gbps 3.5in Hot-plug Hard Drive Electronic System Documentation and OpenManage DVD Kit for R320 DVD Internal for 4HD Chassis ReadyRails™ Sliding Rails With Cable Management Arm Dual, Hot-plug, Redundant Power Supply, 350W (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord Windows Server 2008 R2 SP1, Standard Edition,x64, Includes 5 CALS	3,422.65T
	THIS PROPOSAL INCLUDES COMPLETE SYSTEM INSTALLATION, CONFIGURATION, AND TRAINING.	
	THIS PROPOSAL DOES NOT INCLUDE THE COST AND LABOR ASSOCIATED WITH WIRING AND/OR THE TERMINATION OF ANY NETWORK CABLE FROM THE PATCH PANEL TO EACH ENDPOINT AT WHICH THE TELEPHONE AND/OR EQUIPMENT IS CONNECTED. CERTAIN NETWORK WIRING REQUIREMENTS ARE NECESSARY FOR VOIP SYSTEMS TO OPERATE PROPERLY. WHILE MOST OFFICE BUILDINGS MEET THE NECESSARY WIRING REQUIREMENTS, ANY INSTALLATION OF WIRING PROVIDED BY GEORGIA TECHNOLOGIES AND/OR ITS THIRD-PARTY CONTRACTORS IS ADDITIONAL AND WILL BE BILLED SEPARATELY. PLEASE CONTACT YOUR GEORGIA TECHNOLOGIES REPRESENTATIVE FOR DETAILS.	

Subtotal

\$17,875.58

Sales Tax (0.0%)

\$0.00

Total

\$17,875.58

The costs listed on this proposal may change after 30 days. If the cost of labor is included on proposal, it is an estimate of time only and is subject to change. Please contact your Georgia Technologies service provider for complete details. Visit us at www.georgiatechnologies.com!

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

DEPARTMENT MAKING REQUEST (Box 1)

Engineering/Transportation

MEETING DATE (Box 2) May 7, 2010

RESOLUTION ATTACHED? (Box 3)

YES	
NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)

This agenda item is to request the Board to approve costs associated with construction of a park and ride lot on the southwest corner of the SR 67/SR 46 intersection. The Georgia DOT will perform the work.

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

See the attached Memo and cost estimate.

AGENDA CATEGORY
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

YES	
NO	x

AMENDMENT
REQUIRED? (7b)

YES	
NO	x

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

The State has estimated the cost of the improvements at approximately \$11,715.00

CONSENT (6c)

x

NEW BUSINESS (6d)

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	VLT	INITIAL		INITIAL		INITIAL	CAS	INITIAL	JLH	INITIAL	
DATE	04/29/13	DATE		DATE		DATE	5-2-13	DATE	5/2/13	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Memorandum

To: Tom Couch

From: Kirk Tatum *KT*

Subject: SR 67 and SR 46 Park and Ride Lot

Date: April 29, 2013

About 2 months ago Mr. Dan Adams approached Dink Butler about the possibility of the county using some state DOT property at the southwest corner of SR 67 and SR 46 (where SR 46 was re-routed) as a park and ride lot for commuters. I contacted the DOT and they have been very receptive to the idea and are willing to perform the work necessary to construct the lot provided the county pays for the materials. The estimated materials cost is approximately as shown (see attachment). The design will provide 26 regular parking spaces and 3 handicap accessible spaces.

Mr. Adams states that many people are currently parking vehicles in the parking lot of his Antique Mall and also at the Bay South restaurant next to Dr. Smith's office. Mr. Adam estimates that approximately 25 vehicles are parking and leaving their cars at various businesses in the area.

<u>Description</u>	<u>Unit</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Total Price</u>
Asphalt Millings, 6 in	Ton	450	\$22.00	\$9900.00
Pavement Markings, Handicap symbols	Ea	3	\$30.00	\$90.00
Solid White Lines	LF	1000	\$1.00	\$1000.00
Handicap Striping	SY	25	\$5.00	\$125.00
White Hatching	SY	200	\$3.00	<u>\$600.00</u>
			TOTAL	\$11,715.00



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 05.07.2013		
Administration – Finance	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion/action regarding the cable franchise audit to seek guidance on full collection.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

The cable franchise auditor, Howell Group LLC has recommended recovery of the attached schedule of underpaid franchise fees buy Northland Cable and Bulloch Telephone. Bulloch Telephone is disputing the amount they have to pay based on a narrow interpretation of the definition of gross revenues that involve including the assessment of franchise fees into the definition.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES		AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO	X		NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: Attached is guidance on "fee on fees" revenue and worksheets showing what the cable companies owe. According to the auditor, Bulloch Telephone owes approximately \$52,000. If the fee on fees is not assessed, than BT would owe half that amount. Northland cable only owes approximately \$1,100, but that includes the fee on fees, and they appear to be willing to pay the fee on fees. If we fail to charge BT for FOF, then we would need to reimburse NC for theirs.		
PUBLIC HEARING						
CONSENT						
NEW BUSINESS	X					
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	CAS	INITIAL	Spn	INITIAL	W
DATE		DATE		DATE		DATE	5-2-13	DATE	5/2/13	DATE	05.01.13

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

Bullouch Telephone										
Cable Franchise Fee Audit										
2006-2012										
			2006	2007	2008	2009	2010	2011	2012	Total
Total Revenue subject to Fran fee			\$22,845	\$234,181	\$585,381	\$1,967,739	\$1,241,616	\$1,477,897	\$1,616,582	\$7,146,242
Franchise Fees Due			\$1,142	\$11,709	\$29,269	\$98,387	\$62,081	\$73,895	\$80,829	\$357,312
Franchise Fees Paid			\$1,007	\$9,923	\$24,345	\$82,447	\$52,962	\$63,485	\$70,624	\$304,792
Variance Due County			\$135	\$1,786	\$4,924	\$15,940	\$9,118	\$10,410	\$10,205	\$52,520

**FRANCHISE FEES
NCTV BULLOCH COUNTY, GA
2006-2012**

County	2006	2007	2008	2009	2010	2011	2012 Total	
Basic Video Revenue	\$285,701	\$1,166,609	\$1,190,602	\$1,247,461	\$1,211,535	\$1,221,124	\$1,145,992	\$7,469,024
FCC Fee	\$492	\$2,042	\$1,947	\$2,381	\$2,342	\$2,337	\$2,265	\$13,807
Deluxe Video Revenue	\$44,117	\$202,610	\$178,315	\$166,459	\$157,447	\$140,963	\$117,920	\$1,007,831
Digital Video Revenue	\$12,796	\$99,095	\$126,926	\$115,156	\$102,109	\$91,302	\$77,404	\$624,789
Premium Video Revenue	\$35,405	\$84,133	\$41,391	\$33,556	\$28,676	\$32,967	\$33,629	\$289,757
PPV Revenue	\$1,159	\$8,751	\$13,189	\$6,431	\$4,294	\$2,183	\$2,196	\$38,203
Bulk Basic Video Revenue	\$19,910	\$88,205	\$99,689	\$109,381	\$120,163	\$116,090	\$118,426	\$671,863
Bulk Premium Video Revenue	\$5,760	\$25,270	\$27,379	\$28,371	\$30,322	\$23,027	\$11,683	\$151,812
Installation Income	\$8,634	\$45,520	\$39,391	\$34,710	\$29,500	\$31,749	\$30,060	\$219,563
Video Equipment Income	\$3,025	\$17,249	\$33,443	\$50,126	\$60,180	\$68,203	\$68,902	\$301,128
Franchise Fees	\$20,687	\$85,906	\$87,469	\$90,113	\$87,821	\$87,848	\$64,817	\$524,662
Total Income Before BD	\$437,686	\$1,825,390	\$1,839,742	\$1,884,145	\$1,834,390	\$1,817,794	\$1,673,294	\$11,312,439
Net Bad Debt	-\$7,616	-\$13,143	-\$8,095	-\$15,073	-\$13,208	-\$15,451	\$54,215	-\$18,371
BD % (same % as for total Revenue)	-1.74%	-0.72%	-0.44%	-0.80%	-0.72%	-0.85%	3.24%	-0.10%
Total Revenue	\$430,070	\$1,812,247	\$1,831,647	\$1,869,071	\$1,821,182	\$1,802,342	\$1,727,509	\$11,294,069
Franchise Fees Due	\$21,504	\$90,612	\$91,582	\$93,454	\$91,059	\$90,117	\$86,375	\$564,703
Annual Franchise Fees Paid	\$21,847	\$89,619	\$91,435	\$93,392	\$89,583	\$89,295	\$88,413	\$563,583
Variance over/under	-\$343	\$993	\$148	\$62	\$1,476	\$822	-\$2,038	\$1,121

FRANCHISE FEES - What Can You Legally Collect?

**IMLA's 70th Annual Conference
Savannah, GA**

September 25-28, 2005

Prepared by:

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Moss & Barnett

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INTRODUCTION

A franchise fee is paid by a cable operator to a franchising authority for the privilege of using the public rights-of-way or to compensate for the costs of regulation. It is the single most important element in any cable television franchise and has resulted in numerous disputes between franchising authorities, cable operators and the FCC. Absent provisions in a franchise to the contrary, nothing under federal law prohibits a franchising authorities' use of franchise fees for any purpose it desires. The Cable Act (47 U.S.C. § 542(i)) specifically prohibits the FCC from regulating the use of revenue derived from franchise fees.

This paper will review FCC and court decisions affecting municipal authority to collect franchise fees on a cable operator's gross revenues as well as provide examples which franchising authorities may consider using when negotiating with cable operators.

HISTORY

Prior to adoption of the 1984 Cable Act the FCC regulated franchise fees under rules promulgated in 1972. Under those rules the FCC limited franchise fees to no more than three percent of an operator's gross revenues. Franchising authorities were permitted to seek a waiver from the FCC to increase fees between three and five percent of gross revenues if the franchising authority could demonstrate excessive regulatory costs to be incurred. 47 C.F.R. § 76.31 (1983). With the adoption of the 1984 Cable Act franchise fees were capped at five percent of an operator's gross revenues derived in any 12 month period. 47 U.S.C. § 542. The Cable Act also limited the authority of the FCC to regulate both the amount of franchise fees and the use of those fees by franchising authorities. 47 U.S.C. § 542(j).

The Cable Act defines "franchise fees" at 47 U.S.C. § 542(g) as follows:

(1) the term "franchise fee" includes any tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such;

(2) the term "franchise fee" does not include -

(A) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers);

(B) in the case of any franchise in effect on October 30, 1984, payments which are required by the franchise to be made by the cable

operator during the term of such franchise for, or in support of the use of, public, educational, or governmental access facilities;

(C) in the case of any franchise granted after October 30, 1984, capital costs which are required by the franchise to be incurred by the cable operator for public, educational, or governmental access facilities;

(D) requirements or charges incidental to the awarding or enforcing of the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

(E) any fee imposed under title 17.

While the Cable Act defines "franchise fee" the Act does not provide an express definition for "gross revenues" on which the franchise fee is based. Most of the disputes regarding franchise fees involve the definition of gross revenues, particularly whether an operator can properly exclude certain revenue from the imposition of a franchise fee.

HOW SHOULD GROSS REVENUES BE DEFINED IN A CABLE FRANCHISE?

A franchise provision establishing a fee should specify the amount of the fee, the method for calculating it, the frequency of payment, and any interest or penalties for late payments. Moreover, the cable operator should be required to furnish information to support its fee payment and the franchising authority should insist on the right to review and inspect the cable operator's financial records to verify the accuracy of franchise fee payments. Of these issues the topic most frequently contested between cable operators and franchising authorities is the definition of "gross revenues." Cable operators often seek to limit the scope of the definition so as to reduce the total amount of franchise fees to be remitted to the franchising authority. As referenced earlier, the Cable Act provides no express definition for gross revenues although historically the parties have generally agreed that any and all revenue derived from the provision of cable service within the city should be considered gross revenues.

Below is a sample definition for gross revenues which addresses many of the key revenue sources which franchising authorities should focus on to ensure that all revenue and consideration is included by the operator when calculating franchise fees.

"Gross Revenue" means any and all revenue billed (whether or not received) or derived directly or indirectly by Grantee, its affiliates, subsidiaries, parent, or any entity in which Grantee has a financial interest from the operation of its Cable System within the City including, but not limited to, 1) all Cable Service fees, 2) Franchise Fees, 3) late fees, returned check charges, collection agency charges, 4) Installation and reconnection fees, 5) fee payments or other consideration earned

(whether or not received) by the Grantee from programmers for carriage of Cable Services or marketing support in connection with the Cable Services on the Cable System, 6) upgrade and downgrade fees, 7) advertising revenue with no deduction or offset for internal commissions earned by employees of Grantee or its affiliates, subsidiaries, parent, or any entity in which Grantee has a financial interest, and external commissions earned by advertising agencies/representation firms/brokers/etc. regardless of whether or not such commissions are withheld from remittances to the Grantee, 8) home shopping commissions, 9) Converter and remote control rental fees, 10) Lockout Device fees, 11) guides, and 12) production charges. The term Gross Revenue shall not include bad debts or any taxes on Services furnished by Grantee imposed upon Subscribers by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit. City and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP).

CAN CITIES COLLECT FRANCHISE FEES ON CABLE MODEM REVENUE

Prior to March of 2002 cable operators routinely included revenue from cable modem service in franchise fee payments to municipalities. However in the spring of 2002, the FCC issued a Declaratory Ruling classifying cable modem service as an information service. As a result, cable modem service was subject solely to regulation at the federal level. Cable operators immediately stopped including cable modem revenue in franchise fee payments and several municipalities initiated litigation based on a variety of franchise requirements. These cases were largely unsuccessful and in the meantime the FCC's Declaratory Ruling had been challenged and reviewed by the Ninth Circuit.

On June 27, 2005, the United States Supreme Court held that the Federal Communications Commission ("FCC") was correct in classifying cable modem service as an "information service." In a 6-3 decision, authored by Justice Thomas, the Supreme Court held that the FCC was entitled to deference and made a "reasonable policy choice" in classifying cable modem service as an information service with no cable or telecommunications component. The case, National Cable Telecommunications Association v. Brand X, 125 S. Ct. 2688 (2005) overturned the Ninth Circuit's decision in Brand X v. FCC.

As mentioned above, the cable industry had been abiding by the FCC's Declaratory Ruling for the past several years and therefore neither consumers nor municipalities have noticed any significant change as a result of this decision. Cable modem service remains free from state and local regulation because of its classification as solely an information service.

The case represents a victory for the FCC which originally issued a Declaratory Ruling in March of 2002 classifying cable modem service as an information service only. Prior to that time municipalities had been collecting franchise fees on cable modem service revenue and some municipalities had attempted to require cable operators to provide access to unaffiliated Internet service providers (ISPs). Following the FCC's Declaratory Ruling several ISPs and numerous municipalities appealed the ruling which was ultimately heard by the Ninth Circuit. The Ninth Circuit concluded that cable modem service was not only an information service but included a telecommunications component. Had the Ninth Circuit decision been upheld cable operators would have been subject to common carrier regulation with respect to cable modem service.

The Supreme Court remanded the case to the Ninth Circuit and the Ninth Circuit will likely vacate its earlier decision and affirm the FCC's Declaratory Ruling ending the litigation. The next battle regarding broadband services will occur back at the FCC where a rulemaking proceeding is underway to determine the future of universal service funding, regulatory parity between cable modem service and DSL service, as well as customer service issues.

IMPOSITION OF A FRANCHISE FEE ON FRANCHISE FEE REVENUE

In 1995, the FCC's Cable Services Bureau ("Bureau") issued an important decision regarding franchise fee payments involving the City of Baltimore, Maryland. In *Re United Artists Cable of Baltimore*, Order DA 95-737, 10 F.C.C. Rcd. 7250 (C.S.B. 1995).

In this decision the Bureau held that franchise fees were not revenues derived from the cable operator and therefore should not be included in the calculation of an operator's gross revenues. Shortly thereafter the FCC confirmed the Bureau's decision. See *United Artists Cable*, 11 F.C.C. Rcd. 18158 (1995).

The case was appealed to the Fifth Circuit and in 1997 the Fifth Circuit invalidated the FCC's Order holding that "even if franchise fees were treated as a tax they would still be treated as a normal expense of doing business once the tax was imposed directly upon the subscriber." The fact that cable operators have the right to identify the costs of government regulation on subscriber bills "does not, however, transform a cost imposed on cable operators into a cost imposed on cable subscribers....There is no plausible basis to conclude that cable operators are acting as collection agents on behalf of franchising authorities...Therefore, all money collected from subscribers, including funds used to pay franchise fees, must be included in a cable operator's gross revenue." See *Dallas v. FCC*, 118 F.3d 393 (1997).

While the *Dallas* decision was a victory for cities, implementation of the decision has been inconsistent throughout the country. In some cases, cable operators immediately changed their calculation of franchise fees to come into compliance with the *Dallas* decision. In other cases, cable operators sent out correspondence to franchising

authorities seeking a waiver from compliance with the decision. In many other cases, cable operators have still not brought their billing systems into compliance.

WHO PAYS FRANCHISE FEE ON NON-SUBSCRIBER REVENUES?

In October of 2001, the FCC issued an order (16 F.C.C. Rcd. 18192 (Oct. 4, 2001)) involving the City of Pasadena, California ("Pasadena Order") which permitted cable operators to pass-through franchise fees to subscribers on cable television bills based on gross revenues that encompass "non-subscriber" revenue. Specifically, this non-subscriber revenue included income generated by advertising sales and home shopping commissions. As a result of the Pasadena Order many cable operators around the country increased franchise fees on subscribers' bills by .25% or more.

A number of local franchising authorities around the country, including a group of Texas franchising authorities and the National Association of Telecommunications Officers and Advisers petitioned the Fifth Circuit for review of the Pasadena Order. On March 27, 2003, the Fifth Circuit denied the petition for review on the grounds that the FCC had acted within its broad discretion and not in a manner that was arbitrary, capricious or manifestly contrary to the statute in question. See Texas Coalition of Cities for Utility Issues v. FCC, 324 F. 3d 802 (5th Cir. March 27, 2003).

The cities had argued that the Pasadena Order should be reversed because it conflicts with two particular provisions of the Cable Act, 47 U.S.C. §§ 542 and 543. In particular, the cities contended that where the franchise fee is based on the percentage of the cable operator's gross revenue, only the portion of that fee attributable to revenue from the subscribers may be passed through to subscribers. The cities argued that the Pasadena Order permitted an improper shifting of costs on to subscribers and that each class of the cable operator's customers should bear a proportionate amount of the franchise fee (i.e., the portion of the franchise fee attributable to advertising revenue should be passed through to advertisers). The Fifth Circuit concluded that whether or not the court may have interpreted the statutes differently the FCC's decision is entitled to deference and its order is not arbitrary and capricious.

The practical result for franchising authorities across the country is that cable operators can pass-through as a separate line item on subscribers' bills all franchise fees due and owing the franchising authority. These franchise fees may include non-subscriber revenues, including home shopping and advertising revenues. In other words, cable operators are permitted to reap the benefits of growth in non-subscription revenue while subscribers must bear the financial burden of increased franchise fees.

By way of example, if a cable operator sells \$100 worth of advertising to a local business to provide commercial spots on the cable system many franchises require the cable operator to pay a five percent franchise fee on that revenue. Prior to the Pasadena Order in 2001 cable operators paid the applicable \$5 franchise fee on the

\$100 of revenue and/or assessed the \$5 fee to the advertiser. Under the Pasadena Order this \$5 franchise fee is now spread over all subscribers in that jurisdiction resulting in an increase (average increase from Pasadena case is approximately .25% per month) in the total franchise fee paid by a subscriber. In essence, the more advertising a subscriber watches, the higher the franchise fee on their bill.

The Fifth Circuit decision has not resulted in any reduction in franchise fee payments to franchising authorities although subscribers must now bear the burden of additional franchise fee payments even as cable operators increase non-subscription revenue.

CAN CITIES OBTAIN BENEFITS BEYOND THE FIVE PERCENT FRANCHISE FEE?

Many franchise agreements include additional consideration provided by cable operators in the form of in-kind payments or services. These may include providing free wiring and cable service to local schools, equipment, studios and related support for local public, educational and governmental ("PEG") programming, institutional network connections and related consideration. The question is whether these in-kind contributions are permissible under the Cable Act's five percent cap on franchise fees.

By way of example, franchise negotiations often focus on the appropriate level of support to be provided for PEG programming. The Cable Act provides that for franchises in effect prior to 1984 franchising authorities may continue to enforce obligations for both capital and operational support of PEG access channels over and above the five percent cap on franchise fees. However, for franchises granted after 1984 the Cable Act limits franchising authorities' ability to seek additional in-kind support. In particular, in order to receive consideration over and above the five percent cap on franchise fees a franchising authority must ensure that in-kind benefits are not considered a "franchise fee" as defined in 47 U.S.C. § 542(g). One of the exceptions noted in 542 (g) relates to "capital costs which are required by the franchise to be incurred by the cable operator for public, educational or governmental access facilities."

Franchising authorities have generally interpreted this to mean equipment and facilities related to the provision of PEG programming. The cable industry has often argued that it is narrower and relates solely to the capital costs related to the construction of a studio facility.

In 1999, the FCC's Cable Bureau responded to a letter from the City of Bowie, Maryland regarding franchise fee calculations and PEG access channel costs. (14 F.C.C. Rcd. 7674 (May 18, 1999)). At issue was whether PEG access equipment costs, salaries and training costs were subject to the five percent franchise fee cap. The Cable Bureau responded that only capital costs for construction of PEG access facilities should be excluded from the five percent cap. After pressure from franchising authorities the Cable Bureau issued a clarification stating that the legislative history of the Cable Act

referred to franchise fees only as "monetary payments" that do not include any "franchise requirements for the provision of services, facilities or equipment." However, at least one court has held that a cable operator cannot be required to waive the five percent cap on franchise fees required under the Cable Act. See Cable TV Fund 14-1 Ltd. v. City of Naperville, No. 96 C 5962, 1997 U.S. Dist. LEXIS 11511(N.D. Ill. July 29, 1997).

WHAT SHOULD A FRANCHISING AUTHORITY DO TO VERIFY THE ACCURACY OF FRANCHISE FEE PAYMENTS?

A franchise fee payment audit or review may be necessary to ensure that the cable operator's past performance under the existing franchise has been satisfactory and to uncover any underpayments that may have occurred over the years.

An audit or review is performed by analyzing information obtained from a franchising authority and its cable operator. During an audit/review the following tasks are completed:

- Verification of revenues.
- Variance analysis.
- Verify mathematical accuracy.
- Review excluded revenues.
- Customer coding verification.
- Method of verification.
- Computing any applicable underpayment.
- Analyzing new sources of revenue.

The following is an initial list of documents generally requested of a cable operator necessary to conduct a review of the cable operator's financial records:

- Detailed list of revenues, by month, collected from subscribers during the desk review period.
- Schedule(s) of the calculation of the subscriber franchise fees as used to determine the amounts remitted to the municipality during the desk review period.
- Schedule(s) of the calculation of and documentation for any non-subscriber franchise fees incurred during the desk review period.
- Copies of financial statements or general ledger, preferably audited, for the desk review period.

MOSS & BARNETT

A Professional Association

- Schedule(s) showing detailed descriptions of Other Revenues on the general ledger or financial statements and the calculation of franchise fees, if any, related thereto during the desk review period.
- Schedule(s) detailing bad debt expense and write-offs related to franchise fees and subscriber revenue during the desk review period.
- Schedule(s) detailing franchise fee remittances to the municipality during the desk review period.

The above list is an initial request for information with respect to the franchise fee arrangement between the cable operator and a community. Additional information is often requested from a cable operator upon review of the initial response.

~~ END OF PAPER ~~

Brian T. Grogan is a shareholder with the Minneapolis law firm of Moss & Barnett practicing in the areas of telecommunications and cable television law. Brian represents municipalities throughout the country on franchise renewals, franchise enforcement, transfers of ownership, competitive franchising, right-of-way management, telecommunications planning, municipal ownership, first amendment issues, effective competition filings, tower siting, leasing and zoning, litigation and other related communication matters. He is a frequent presenter at state and national conferences regarding communications law and he is a member of the American Bar Association (Forum Committee on Communications Law), National Association of Telecommunications Officers and Advisors, International Municipal Lawyers Association (Contracts, Franchises and Technology Section), and is past chair of the Communications Law Section of the Minnesota State Bar Association.

Brian T. Grogan, Esq.
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Phone: 612-347-0340
Facsimile: 612-339-6686
Email: groganb@moss-barnett.com
Web site: www.municipalcommunicationslaw.com



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: SPLOST Capital Projects: Buildings and Facilities	MEETING DATE: 05.07.2013 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:

Discussion/action to approve a building program for the new administrative annex.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Palmer Architects is concluding their pre-design study on this project. A presentation is proposed by the principals to have the Board consider going forth with full design and the issuance of construction bids. Renderings and the building program will be discussed.

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: Attached is an estimate for the building program. The initial budget estimate based on 13,000 gross square feet is \$2 million. It is expected that we can reduce costs after competitive bidding, value engineering and the use of county force work for site work and landscaping. With the combination of remaining funds in 1997 and 2007 SPLOST, funds are available and will leave a balance of \$00K-\$600K in the SPLOST building and facilities pool for future needs.		
PUBLIC HEARING						
CONSENT						
NEW BUSINESS		X				
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 CAD		INITIAL CJA		INITIAL	
DATE		DATE		DATE		DATE 5-2-13		DATE 5/2/13		DATE 05.01.13	

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

PROGRAM BUDGET

1. Budget Analysis

PROJECT NAME: Bulloch County
Administrative Annex
PROJECT NUMBER: 12-035

Information Items

A. Building Size Information

Net Assignable Square Feet (NASF)		<u>12,294</u>
Total Gross Square Footage (TGSF)		<u>13,437</u>
Gross SF Less Circulation		<u>10,880</u>
Building Efficiency (BE)		<u>0.8096</u>

Based on Historical Data for similar building type

Burden Factor (BF) [BF = 1 / BE] 1.235

Based on Historical Data for similar building type

Square Foot Cost (SFC) [SFC = SCL/ TGSF] 148.84

Based on Historical Data for similar building type

B. Building Cost Information

Building Construction Cost (BCC) = \$1,920,000

a) Allowance for Fixed Equipment (included in BCC)	<u>\$ 75,000</u>
b) Allowance for Technology Infrastructure (included in BCC)	<u>\$</u>
c) Allowance for Technology Equipment (included in BCC)	<u>\$</u>
d) Allowance for _____(included in BCC)	<u>\$</u>

Associated Project Costs (APC = Total of items below)

a) Allowance for Land Acquisition	<u>\$ N/A</u>
b) Allowance for Environmental Issues	<u>\$ N/A</u>
c) Allowance for Historic Property Issues	<u>\$ N/A</u>
d) Allowance for Pedestrian and Vehicular Access	<u>\$ N/A</u>
e) Allowance for Parking	<u>\$ 60,000</u>
f) Allowance for Utility/Infrastructure Requirements	<u>\$ 20,000</u>
g) Allowance for Swing Space or Temporary Facilities	<u>\$ N/A</u>
h) Allowance for Demolition and/or Haz. Materials Abatement	<u>\$ N/A</u>
i) Allowance for special phasing or early site development costs	<u>\$</u>

Total Associated Project Costs \$ 80,000

Reserve for Subsurface Conditions: Rock (SC) \$ N/A

Stated Cost Limitation (SCL) [SCL= BCC + APC + SC] \$2,000,000

Other Cost Considerations Outside of Stated Cost Limitation

- Loose Equipment (Furnishings) Included in total project budget
- Computer Workstations, printers, scanners, etc. to be provided by the User

2. Project Budget Form

Project:	Bulloch County Administrative Annex	
Owner:	Bulloch County	Project No.: 12-035
Location:	Statesboro, Georgia 30458	Date: April 5, 2013
Architect:	Palmer Architects	Revised:

A. CONSTRUCTION

1.	Construction Cost exclusive of "A" 2 below	<u>\$ 1,920,000</u>
2.	Site Conditions	<u>\$ 80,000</u>
3.	Total for construction (referred to as Total Cost or Stated Cost Limitation in architectural contract)	<u>\$ 2,000,000</u>

B. RESIDENT ENGINEER INSPECTOR

\$3,000 per month (use 4 months more than period shown in Architect's Budget Certificate)	<u>\$ N/A</u>
---	---------------

C. ARCHITECTURAL & ENGINEERING SERVICES

1.	Construction Documents (<u>5%</u> Total SCL of <u>\$1,500,000</u>)	<u>\$ 75,000.00</u>
2.	Construction Administration (<u>1.5%</u> of SCL)	<u>\$ 22,500.00</u>
3.	Programming	<u>\$ N/A</u>
4.	Special Consultants	<u>\$ N/A</u>
5.	Extra Drawings & Specifications (0.05% of "A"3 with a minimum of \$1,000 and a max. of \$40,000)	<u>\$ N/A</u>
6.	Engineering Data, Surveys, Laboratory Testing, Etc. (1% of "A"3 with a minimum of \$6,500 and a maximum of \$400,000)	<u>\$ 2,000.00</u>
7.	Travel Expenses (minimum of \$1,000 and no less than cost of six trips per month during const.)	<u>\$ N/A</u>
8.	A & E Services Total	<u>\$ 99,500.00</u>

D. LOOSE EQUIPMENT

Owners estimate (5% of construction)	<u>\$ N/A</u>
--------------------------------------	---------------

E. SPECIAL COSTS - Subject to Contingency Allowance

\$ N/A

F. GENERAL CONTINGENCY (on Items "A" through "E")

5% of items "A" through "E" on new const. (10% on renov.) with Min. of \$12,000.	<u>\$ 104,975.00</u>
---	----------------------

G. SPECIAL COSTS - Not Subject to Contingency Allowance

<u>Technology Equipment</u>	<u>\$ N/A</u>
-----------------------------	---------------

H. TOTAL PROJECT COST

\$2,204,475.00

Note: Revisions to the Project Budget must be approved by the Bulloch County Board of Commissioners.

3. Building Component Cost Estimate

BUILDING COMPONENT DESCRIPTION	ESTIMATE	COST / SQ. FT.
General Conditions & GC Fees	\$ 214,992	\$ 16.00
Building Foundations & Slab on grade	94,060	7.00
Structural System	188,118	14.00
Roofing System	68,260	5.08
Exterior Wall System	309,051	23.00
Exterior Doors and Openings	67,185	5.00
Interior Doors and Openings	45,686	3.40
Interior Partitions	67,185	5.00
Wall Finishes	48,375	3.60
Floor Finishes and Base	53,750	4.00
Ceilings and Soffitts	67,185	5.00
Accessories and Specialties	24,187	1.80
Fixed Equipment	75,000	5.58
Casework and Millwork	40,312	3.00
Plumbing	40,312	3.00
Fire Protection	34,940	2.60
HVAC System	201,555	15.00
Electrical Power	80,622	6.00
Lighting	83,715	6.23
Special Systems and Communications	61,140	4.55
Site Development and Utilities	134,370	10.00
Subtotal	\$2,000,000	\$148.84
Construction Contingency	<u>\$104,975</u>	<u>7.81</u>
Projected Building Component Cost Estimate Total	\$2,104,975	\$156.65

4. Program Budget Synopsis

Based on a total project budget of \$2,204,475 and a stated cost limitation of \$2,000,000 (\$1,920,000 for building and \$80,000 for site development) our budget analysis indicates the following:

Total projected building cost: \$2,000,000
(based on \$148.84/sq. ft.)

Total budgeted construction funds: \$1,500,000
(not including contingency of \$104,975 or A&E Fees of \$99,500)

Total projected budget short fall: \$500,000
(\$2,000,000 – \$1,500,000)

The figures above assume loose equipment, furnishings and technology systems will be provided under separate contract. Technology infrastructure is included in the estimate and covers conduit, raceways, racks, etc.



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Public Safety – Fire	MEETING DATE: 05.07.2013 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:

Discussion/action to authorize a sole source contract to Palmetto Fire Apparatus of Ridgeland, S.C. to perform NFPA service and inspection on county fire apparatus.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

The County Fire Chief, after deliberate research and negotiation has proposed a sole source contract with this company to provide NFPA apparatus testing. We have used them in the past intermittently, but, this contract would enable more regular inspections at a lower overall cost. Please note that it does not include any necessary repair costs that may be needed. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	<input type="checkbox"/>	AMENDMENT OR TRANSFER REQUIRED?	YES	<input type="checkbox"/>
		NO	<input checked="" type="checkbox"/>		NO	<input checked="" type="checkbox"/>
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: The current rural fire budget as currently managed is capable of absorbing the cost. It should be further noted that Palmetto is no longer perming regular service on the fire apparatus chassis issues; these are now being handled internally by County Fleet Maintenance.				
PUBLIC HEARING						
CONSENT						
NEW BUSINESS	X					
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	CLAS	INITIAL	Q/A	INITIAL	W
DATE		DATE		DATE		DATE	5-2-13	DATE	5/2/13	DATE	05.01.13

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

PALMETTO FIRE

SALES

SERVICE



APPARATUS

December 5, 2012

Chief Chris Ivey
Bulloch County Public Safety
17245 Highway 301 North
Statesboro, GA 30458

Chief,

Palmetto Fire Apparatus recognizes it is difficult to balance the requirements imposed on Departments to be NFPA compliant and remain within budget during these difficult times.

Industry wide Departments look at ways to reduce expenditures. Reducing or eliminating a preventive maintenance programs will in the short term show a savings. However over time it has been proven the repair costs will be far greater. Having a compliant maintenance program provided by NFPA certified technicians will reduce the liability and extend the life of your fleet. The savings of extending the fleet out into the future will far out way the short term savings.

To allow you the customer the ability to monitor your expenditures Palmetto Fire Apparatus WILL NOT perform any repairs found during the basic annual service/inspection process unless authorized by the authority having jurisdiction. Following the annual inspection a complete list of deficiencies will be provided prior to any repairs. (see attached WRITE UP form). Once the decision on repairs is made by the department head, an estimate will be provided. Only when a signed estimate is returned to our office will be repairs be made.

The attached Maintenance Agreement that we have proposed is a complete in station turnkey proposal. For routine maintenance as required by NFPA 1915. As outlined in the agreement Palmetto Fire Apparatus will provide annual preventive maintenance and annual inspections in your stations. On a case by case basis, larger repairs may require apparatus to be moved at our facility.

Palmetto Fire Apparatus is independently owned, insured and licensed repair facilities that meets the requirements set by the NFPA. By utilizing Palmetto Fire Apparatus Chief you are reducing the risk and liability on the County.

Palmetto Fire Apparatus agrees to provide all services/inspections on 29 vehicles as outlined in the agreement for Twenty Three Thousand Nine Hundred and Twenty Five dollars (\$23,925.00) annually.

Best regards,

A handwritten signature in blue ink, appearing to read 'Hank Strickland', is written over a blue horizontal line.

Hank Strickland
Owner

PO Box 455, Hardeeville, SC 29927

Tel: 843-645-9970

Authorized service center

www.PFAFire.com



APPARATUS

APPARATUS

MAINTENANCE AGREEMENT

THIS AGREEMENT, made on the _____ 2012, by The County of Bulloch Fire and Rescue (“Owner”) and between Palmetto Fire Apparatus in. a South Carolina corporation, (“Company”) located at 442 Browns Cove Road, Ridgeland, South Carolina 29936 the Company designated herein below for the maintenance and repair of the listed vehicles which are owned by the Owner. In consideration of the mutual promises contained in this agreement, the parties represent and agree as follows.

- 1. The Company’s principal place of business is Ridgeland, South Carolina. The Company’s primary Telephone number is 843-645-9970.
- 2. The Company shall keep the following items of equipment of the Owner in good working order and repair during the term of this agreement:

See attachment A

- 3. The Company will provide the following:

- a. Service/Inspections:

Pumpers: \$800.00

- 174 point Chassis, Pump, & Body Inspection
- Engine oil and oil filter
- Transfer case fluid
- Chassis grease
- Auto-lube on Hale pumps

Ladders: \$1,200.00

- 294 point Chassis, Pump, Body, & Aerial Inspection, non structural
- Engine oil and oil filter
- Transfer case fluid
- Chassis grease
- Auto-lube on Hale pumps

- b. Service/Inspection will be performed annually. Each additional service will be conducted every three month or 3,000 miles whichever occurs first. All services will include:

- Engine oil and oil filter
- Transfer case fluid
- Chassis grease
- Auto-lube on Hale pumps

- c. Fully compliant NFPA annual pump testing will be available at the Owners request. The Owner will be provided a hard copy of all testing results for you're your records. Any deficiencies noted during pump testing will be provided to the Owner.

Pump Testing:

1000, 1250, 1500 GPM pumps \$450.00

1750, 2000 GPM Pumps \$550.00

- d. Written itemized documentation for all parts and services will be provided to the owner.
 - e. An itemized list of all discrepancies found during the routine Service/Inspection visit which requires time and/or materials over and above the allotted Service/Inspection time will be provided to the Authorized agent of the Owner for authorization.
 - f. An itemized list of major repairs which might require future budget appropriations.
- 4. Any materials required above and beyond the Service/Inspection. Will be the responsibility of the Owner.
 - 5. The owner agrees to pay \$.75 per mile traveled to and from the service location.
 - 6. Any labor and service call time required over and above the Service/Inspection time as set forth in this contract will be invoiced at the rate of \$90.00 per hour beginning from the time we leaving the Company office and ending upon return to the Company office.
 - a. The Company representative may perform additional necessary repairs not to exceed \$ 100.00 for parts and/or labor during a service visit without additional authorization from the Owner.
 - b. The company representative shall have verbal approval from the Owner for any repairs which are estimated to be more than \$ 0 but less than \$ 0 during a service visit.
 - c. The Company representative shall have written approval of the Owner for any repair expenses in excess of \$ 100.00.
 - d. Increases on contractual pricing will be based on the cost of living. All increases will be agreed upon by both parties.
 - 7. This agreement shall be in effect from: _____ to _____.
 - 8. The Company reserves the right to request a change of schedule at any time. Circumstances beyond its control such as inclement weather or a vehicle out of service in another customers department might cause a request in schedule change.
 - 9. Should the Owner have an out of service vehicle, 24 hour break down service will be provided by calling numbers provided for said emergency repair. After hours repairs will be \$225.00 per hour beginning from the time we leave the Company office and ending upon return to Company office.
 - 10. The Owner shall provide a responsible contact person who will have the authority to approve repairs that might be required during a routine service visit. **Chief Chris Ivey.**
 - 11. The Owner shall provide a written work request, on forms acceptable to the Company, for each item found in need of repair and which will require attention during a regularly scheduled Service/Inspection visit. Additional authorized requests will be faxed 48 hours prior to a scheduled

Service/Inspection to reduce down time and expenses to the owner. An authorized copy will be placed in a predetermined location at the Owner's location for a Company representative to pick up during the scheduled visits.

12. Access to the Owner's location will be provided to the Company. This may be in the form of an easily accessible contact person or a key or combination to the building. The contract time will start from time the company representative leaves the Company office and will end upon arrival back at the Company office. Time spent waiting for equipment or building access will be charged to contract labor time.
13. It is understood that emergency responses utilizing the equipment listed takes precedent over any agreed schedule. The Company and Owner shall cooperate in determining a mutually agreeable schedule.
14. It is further understood that the Company must place the respective equipment "OUT OF SERVICE" while making repairs. A responsible person, designated by the Owner, shall remove the equipment from service.
15. Invoices will be rendered on a monthly basis with terms of fifteen (15) days net. A service charge of 24% will be added to all accounts over 15 days past due. This is an effective rate of 2% per month.
16. Invoices will show an additional charge of \$15.00 for EPA disposal and a 2% surcharge, not to exceed \$ 20.00 for materials, special lubricants, cleaners, special fluids and cleaning materials.
17. The Company representative will be responsible for proper disposal of all hazardous materials associated with the service provided under this agreement and as required by local, state and federal laws and regulations. All units to be serviced shall be clean and free of any hazardous substances or materials, including, but not limited to blood. Owner specifically assures the Company that the units to be serviced shall have been cleaned and sanitized in accordance with applicable laws and regulations before any work is performed as contemplated in this agreement.
20. This document shall be construed under and in accordance with the laws of the State of South Carolina.
21. This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this agreement.
22. In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision. This agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.
23. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.
24. This agreement shall be acted upon by the legal governing body of the owner at a regular scheduled meeting of the body. The enactment to approve this agreement shall be recorded in the minutes of the body.
25. The legal governing body shall appoint and name in the minutes the authorized representative of the body who may approve the service, maintenance and repair to be provided by the company as

described in this agreement. The company shall be notified as to the name and location of its authorized representative.

26. Palmetto Fire Apparatus Inc. will not be responsible for loss or damage to owner's vehicles or articles left in owner's vehicles due to fire or theft beyond the control of Palmetto Fire Apparatus Inc.
27. Palmetto Fire Apparatus Inc. Will not be responsible for any items left on the unit that may come loose, or fall off while in rout or on a test drive by any Palmetto Fire Apparatus Inc. employees.
28. It shall be the responsibility of the Owner to adhere to all recommended NFPA standards, to include but not limited to NFPA 1911, 1071, and 1500. The Owner shall be responsible to adhere to the Manufacturers recommended maintenance schedule. Failure of the Owner to adhere to the recommended standards shall release the Company from all liabilities.

IN WITNESS THEREOF, the said parties have caused these presents to be executed and have caused there title to be affixed, and attested by their authorized representatives on the _____ day of _____.

THE OWNER (S):

THE COMPANY:

Palmetto Fire Apparatus Inc.

By: _____

Title: President of Palmetto Fire Apparatus

PALMETTO FIRE



SALES

SERVICE

APPARATUS

**Recommended
Repairs**

UNIT #

Date:

Category 1: Those defects that are designated most serious and should be repaired or corrected immediately.

Category 2: Those defects that could lead to downtime or a more costly repair.

Category 3: Those defects that can be scheduled into a maintenance program and repaired at a later date.

Category N: Notes and recommendations.

Category R: Items that have been repaired.

Cat. Number

Serviceman _____

Customer _____

Sutphen Towers, Inc

Date _____

PO Box 455, Hardeeville, SC 29927

Tel: 843-645-9970

Authorized service center

www.PFAFire.com

ATTACHMENT A

Apparatus #	VIN#	Year	Make	Model
22	0291	1992	GMC	Front Mount
23	5044	1998	Ford	F-800
24	2817	1993	GMC	Front Mount
25	5262	2004	Freightliner	Tanker
31	0254	1992	GMC	Front Mount
Not In Service	0698	1992	Pierce	Fire Engine
33	8720	1987	Duplex	Fire Engine
34	6130	2004	Freightliner	Fire Engine
36	5518	1988	KME	Ladder Truck
42	5769	1992	International	Front Mount
43	001C	1980	Mack	Fire Engine
44	2587	1993	E-One	Hush
45	5263	2004	Freightliner	Tanker
51	4797	1975	Ford	Forestry Knocker
52	7986	1993	GMC	Front Mount
53	0067	1988	Ford	Fire Engine
54	0486	1993	Pierce	Dash
55	5260	2004	Freightliner	Tanker
62	5770	1992	International	Front Mount
63	1787	1996	Spartan	Fire Engine
65	5261	2004	Freightliner	Tanker
71	0713	1989	Pierce	D8000 Pumper
72	0479	1995	Pierce	Dash
73	7045	1998	Ford	F-800
80	2252	1999	Ford	Fire Engine
81	8716	1992	International	Forestry Knocker
82	5771	1994	International	Front Mount
83	3133	1994	E-One	Fire Engine
93	3541	2006	Freightliner	M2
94	0141	1992	GMC	Front Mount
95	3984	1991	Spartan	Tanker



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 05.07.2013		
Administration – Human Resources	RESOLUTION ATTACHED?	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE:

To dispense with the reading and adopt resolutions amending the employee retirement plan documents for the 401(a) defined contribution program and the 457(b) deferred compensation program.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Concurrent with the recommendation of the employee retirement committee and the staff the a summary of the changes are as follows:

- 1) 401(a): To transfer assets from the Nationwide/CBIZ investment platform to the GEBCORP investment platform and allow automatic employee enrollment after one year of service.
- 2) Make changes to suspend employer/employee contributions in both plans.
- 3) Amend the 457(b) plan to allow for a new Roth investment option.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES		AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO	X		NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: See attached resolution. There will be no financial impact to the county. The benefit to the employees by amending these plans will be to increase investment options, and by switching to the GEBCORP 401(a) platform, lower fees will be charged to employee accounts and broader investment options will be available.		
PUBLIC HEARING						
CONSENT						
NEW BUSINESS	X					
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 <i>CHD</i>		INITIAL		INITIAL <i>CH</i>	
DATE		DATE		DATE		DATE <i>5-2-13</i>		DATE		DATE <i>05-01-13</i>	

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

**RESOLUTION TO ADOPT
ACCG 401(a) DEFINED CONTRIBUTION PROGRAM**

WHEREAS, Bulloch County (the "County") has previously established a Defined Contribution Plan (the "Plan") pursuant to section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") that has been available to all eligible County employees since **November 1, 1994**; and

WHEREAS, certain income tax benefits are available to those eligible individuals who participate in the Plan in order to supplement future retirement income; and

WHEREAS, the County desires to adopt the ACCG 401(a) Defined Contribution Program, and amend and restate the Plan document into the ACCG 401(a) Defined Contribution Plan document; and

WHEREAS, by adopting the ACCG 401(a) Defined Contribution Program, the County will delegate certain administrative responsibilities to ACCG or its designee to administer the Plan.

NOW THEREFORE, THE COUNTY HEREBY RESOLVES AS FOLLOWS:

RESOLVED, that the County governing body, at a meeting held on the _____ day of _____, 2013, hereby adopts the ACCG 401(a) Defined Contribution Program and shall amend, restate and replace the County's current Plan for the benefit and participation of all eligible employees of the County effective June 5, 2013.

FURTHER RESOLVED, Bulloch County hereby designates ACCG (or its designee) to administer the Plan.

FURTHER RESOLVED, that the **Commission 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. It is the intent of the County governing body that the provisions of the amended and restated Plan be substantially similar to the provisions of the current Plan particularly as they relate to determining employee eligibility, vesting schedules, County contributions and any other provisions that may relate to the amount and timing of employee benefits under the Plan.

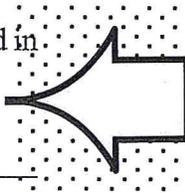
IT IS HEREBY FURTHER ORDERED that a true copy of these resolutions be recorded in the County's records as of this date.

(SIGNATURE)

(TITLE)

(DATE)

By: _____
Witness



**RESOLUTION TO ADOPT
ACCG 401(a) DEFINED CONTRIBUTION PROGRAM**

WHEREAS, Bulloch County (the "County") has previously established a Defined Contribution Plan (the "Plan") pursuant to section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") that has been available to all eligible County employees since **November 1, 1994**; and

WHEREAS, certain income tax benefits are available to those eligible individuals who participate in the Plan in order to supplement future retirement income; and

WHEREAS, the County desires to adopt the ACCG 401(a) Defined Contribution Program, and amend and restate the Plan document into the ACCG 401(a) Defined Contribution Plan document; and

WHEREAS, by adopting the ACCG 401(a) Defined Contribution Program, the County will delegate certain administrative responsibilities to ACCG or its designee to administer the Plan.

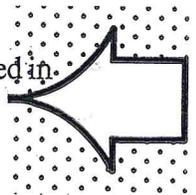
NOW THEREFORE, THE COUNTY HEREBY RESOLVES AS FOLLOWS:

RESOLVED, that the County governing body, at a meeting held on the _____ day of _____, **2013**, hereby adopts the ACCG 401(a) Defined Contribution Program and shall amend, restate and replace the County's current Plan for the benefit and participation of all eligible employees of the County effective June 5, 2013.

FURTHER RESOLVED, Bulloch County hereby designates ACCG (or its designee) to administer the Plan.

FURTHER RESOLVED, that the **Commission 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. It is the intent of the County governing body that the provisions of the amended and restated Plan be substantially similar to the provisions of the current Plan particularly as they relate to determining employee eligibility, vesting schedules, County contributions and any other provisions that may relate to the amount and timing of employee benefits under the Plan.

IT IS HEREBY FURTHER ORDERED that a true copy of these resolutions be recorded in the County's records as of this date.



(SIGNATURE)

(TITLE)

(DATE)

By: _____
Witness

**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.

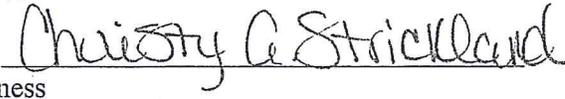
BULLOCH COUNTY

By: 

Title: County Manager

Date: 11.26.2012

Attest:

By: 
Witness



Asset Transfer Request Form

Nationwide® Retirement Plans • Private Sector Operations

Phone: 1-800-548-6436 Fax: 1-877-NF401ks (1-877-634-0157)

CASH INFORMATION

Case Number: 246-00289

The trustees or plan sponsors of: BULLOCH COUNTY

Legal Plan Name as stated on the Contract/Agreement Face Page

Wish(es) to transfer assets from the following Nationwide® contracts/program:

Variable/Program: GA-P 54-CR46 Total Partial \$ _____

NW FDIC: GA-P _____ Total Partial \$ _____

Short Term Indexed Fixed: GA-P _____ Total Partial \$ _____

Fixed / Fixed Select: In the case of total Fixed contract asset transfers, select either 20% installments (book value) or 100% lump sum (market value).

Please note that exchanges affecting the Fixed and/or Indexed Fixed contract will not be available on INQUIRE or the internet during the cashout period.

GA-P 52-CR45 Total 20% Installment or 100% Lump Sum
(at Book Value) (Subject to Market Adjustment)

Indexed Fixed: In the case of asset transfers from the Indexed Fixed contract, select either to wait 6 calendar months to liquidate or to have Nationwide® assess a 2% withdrawal fee to waive the wait requirement. If the withdrawal fee is selected, indicate if it will be withdrawn from plan assets or paid by the contractholder/sponsor.**

GA-P _____ Total Partial \$ _____

For Total Indexed Fixed asset transfer request select 1 option:

- Wait 6 calendar months to liquidate per contractual time standard, or
 - Assess 2% withdrawal fee to waive 6 calendar month time standard** (select fee option below)
 - Deduct fee from Plan Assets
 - Plan Sponsor to remit payment prior to liquidation date
- (If no selection is made above, the 2% fee will be deducted.)

**The right to waive the six calendar month notice requirement in exchange for a two percent (2%) withdrawal fee may not be available in all states. Please contact your Authorized Representative or Account Service Representative for assistance. If no selection is made, Nationwide® will liquidate the contract according to contractual time standards.

TRANSFER TO BROKERAGE ACCOUNT OR ANNUAL COLLECT

Indicate if SDB or ER Stock investments are to be transferred in-kind in the Additional Comments section below. A charge of \$100 for each distribution applies for this service.

Total Liquidation (If selected, Nationwide® will request the assets be liquidated by the SDB Provider & returned to Nationwide®.)

Total In-kind Transfer To: _____ (Name of receiving brokerage firm is required.)

The receiving firm must initiate the in-kind transfer request.

Case Number: 246-00289

LIQUIDATION INFORMATION

Liquidate all contracts together. Please liquidate on this date: _____ (MM/DD/YYYY)

Note: Check or wire will be sent within two business days following liquidation. If liquidation date is not specified, or if the date you requested cannot be met due to contractual limitations, Nationwide® will schedule liquidation based on the contract whose time standard requires the longest wait. If the requested date is not a business day, Nationwide® will schedule liquidation for the next available business day. Assets held in the Self Directed Brokerage Account must be liquidated or transferred in-kind prior to Nationwide® liquidating all contracts. For transfers to another Nationwide program, Self Directed Brokerage Account assets will be moved up to three business days prior to the liquidation date. Self Directed Brokerage Account balances will be mapped to the sources in the new case based on each participants' percentage of Self Directed Brokerage Account assets held in their current sources.

Liquidate each contract separately according to its own contractual requirements.

See your Contract Summary Pages or Program Agreement for a description of the processing Transfers time standards. Time standards are effective the first business day this Asset Transfer Request Form is received and in "good order" by Nationwide®.

TRANSFER INFORMATION

What company are you transferring your plan's assets to? ACCG-GERB Corp

Please indicate below the primary reason for the asset transfer (select one):

- | | |
|---|--|
| <input type="checkbox"/> Plan merger – assets are staying with Nationwide® | <input type="checkbox"/> Dissatisfied with PPA fees |
| <input type="checkbox"/> Dissatisfied with Nationwide® fees | <input type="checkbox"/> Dissatisfied with service – PPA |
| <input type="checkbox"/> Dissatisfied with service -- Nationwide® | <input type="checkbox"/> Reduce administrative burden |
| <input type="checkbox"/> Additional product needs | <input type="checkbox"/> Approached by new investment professional |
| <input type="checkbox"/> Approached by current investment professional | <input type="checkbox"/> Dissatisfied with fund options (quality, performance, etc.) |
| <input type="checkbox"/> Dissatisfied with employee education | |
| <input type="checkbox"/> Transfer to Nationwide® Retirement Clear Advantage SM program (See Note Below) | |
| <input type="checkbox"/> Transfer to Nationwide® Retirement Flexible Advantage SM program (See Note Below) | |

Nationwide® Retirement Clear AdvantageSM Flexible AdvantageSM program Note: In order to reduce market exposure, the new Nationwide® Retirement Clear AdvantageSM or Flexible AdvantageSM case must be established at Nationwide® before the existing case may be liquidated.

Case Number: 246-00289

PARAMETER DESCRIPTION

Note: For this form to be considered in good order, complete wire information or all participant withdrawal forms associated with this liquidation must be presented with the Asset Transfer Request Form.

Note: If any money remains after a total asset transfer, a check for the balance will be sent to the trustee or plan sponsor.

List and attach the following request(s) to this form:

Number of Participant Withdrawal/Direct Rollover Request(s) (PNF-0252AO) attached: _____
Number of Withdrawal Request for Trustee/Plan Sponsor Checks (APO-2150) attached: _____
Number of Soloist[®]/SuccessorSM requests attached: _____

Wire Payee Name: Charles Schwab Bank
Receiving Bank Name: Bank of America NT & SA
City: San Francisco State: CA Zip: 94105
ABA: 026009593 Account No.: 1233711961
For Further Credit: 701867 ELCK:653

Include the name and address of the funding successor, financial institution or individual participant.

Check Payee Name: _____
Attention & Street Address: _____
City: _____ State: _____ Zip: _____
Additional Comments or Payment Instructions: _____

INFORMATION

An estimate of fees pertaining to this request is available upon request and will be forwarded to the Third Party Administrator. Please contact Nationwide at (800) 548-8436 to request a copy of the estimate.



Authorization

Plan Trustee or Sponsor (Print full name) _____ Business Telephone Number _____

Plan Trustee or Sponsor E-mail Address _____

Plan Trustee Signature or Sponsor Signature _____ Date _____

I hereby grant Nationwide[®] permission to obtain additional information or clarification pertaining to this request from the Authorized Representative on file at Nationwide[®]. This includes, but is not limited to, Case Information, Liquidation Information, and Payment Information.

The plan trustee or sponsor must print his/her full name and indicate a daytime telephone number. This request must be signed by the current plan trustee; or, if Nationwide Trust Company, FSB is the trustee, the request must be signed by the sponsor. If the current plan trustee or sponsor is not the individual who signed the original application(s) or agreement(s), please provide written evidence that he/she is a trustee or sponsor of the plan—such as the signature page from the plan document or a board of directors resolution.

To Be Completed by Authorized Representative:

By completing this form, I am confirming the individual that signed above is authorized as Plan Trustee or Sponsor to make this request.

i Authorized Representative _____ Date _____

*Good Order Requirement
PNM-2479AO.1-0912

Administrative Services Agreement
Between
Bulloch County
and
Association County Commissioners of
Georgia
and
Defined Contribution Plan Program
Board of Trustees for Administration of
the
ACCG 457(b) Deferred Compensation
and/or the
ACCG 401(a) Defined Contribution Plans

This ADMINISTRATIVE SERVICES AGREEMENT, (“Agreement”) effective January 1, 2013, between Bulloch County, a political subdivision of the State of Georgia by and through its governing authority, having its principal office at 115 North Main Street, Statesboro, GA 30458 (the “Employer”), the Association County Commissioners of Georgia (“ACCG”) and the Defined Contribution Plan Program Board of Trustees (the “DC Board”).

WITNESSETH:

WHEREAS, the Employer has adopted the ACCG 457(b) Deferred Compensation Plan and/or the ACCG 401(a) Defined Contribution Plan (the “Plan(s)”);

WHEREAS, ACCG is the Third Party Service Provider, and the DC Board is Trustee of the Plan(s) for the purposes enumerated in the Plan documents, Trust Agreement and in this Agreement;

WHEREAS, the Employer accepts ACCG as the Third Party Service Provider and the DC Board as Trustee with respect to the duties enumerated in this Agreement;

WHEREAS, the services provided by ACCG are purely ministerial in nature and are provided within the explicit provisions, guidelines and interpretations conveyed in writing to ACCG by the Employer.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Employer, ACCG and the DC Board agree as follows:

Section 1 Services to be Performed by ACCG.

ACCG shall have the responsibility to perform those recordkeeping services set forth in this Agreement and on Schedule “A”, attached hereto. It is hereby acknowledged by the Employer that certain of such services may be performed by an affiliate or agent of ACCG, pursuant to one or more other contractual arrangements or relationships.

Section 2 Directions by Employer and Participants.

The Employer shall provide to ACCG such Directions as described in Schedule “E”, attached hereto, in order for ACCG to perform the recordkeeping services required in accordance with Schedule “A” (which Schedule shall itself be deemed a Direction). Whenever the Employer provides a Direction to ACCG, ACCG may take action on the Direction if it is contained in writing (or if oral, thereafter confirmed in writing), signed by an authorized representative whose name and signature have been submitted by the Employer on Schedule “F” attached hereto, provided ACCG reasonably believes the signature of the representative to be genuine. ACCG shall have no responsibility to ascertain any Direction’s: (i) accuracy, or (ii) effect for tax purposes or otherwise, except as required under the terms of this Agreement.

If so elected by the Employer in its Plan document, each Plan Participant (“Participant”) shall direct the investments in the Participant’s individual account among the investment options offered under Schedule “D-1”, attached hereto and selected by the Employer.

Section 3 **DC Board Services.**

The specific services to be provided by the DC Board under this Agreement are described in Schedule “D” attached hereto. The Employer represents that it fully understands that ACCG shall have no responsibility for the selection of investment options offered under the Plan and shall not render investment advice to any person in connection with the investment of Plan assets.

Section 4 **Records.**

For the duration of this Agreement, all records generated by ACCG in the course of performing services in accordance with Schedule “A” shall be open to inspection and audit by the Employer, or any person designated by the Employer, during ACCG’s regular business hours at ACCG’s office where such records are maintained.

Upon request of the Employer, ACCG shall provide all records and information under this Section in a format mutually agreed upon by the parties. Except as required by law, ACCG agrees to treat the Employer’s data in a confidential manner. ACCG shall inform its employees of the confidential nature of such data and shall instruct them not to disclose any such data to any non-ACCG affiliated third party whatsoever without ACCG’s express approval, except as may be necessary in connection with the delivery of services hereunder or as may be required by law.

Section 5 **Compensation.**

(a) **For Services Performed by ACCG.**

As consideration for its services under this Agreement, ACCG shall be entitled to compensation, which shall be computed and paid to in accordance with Schedule “B” attached hereto and made a part hereof, as amended from time to time.

(b) **For Failure to Perform Services.**

Should ACCG fail to comply with the service standards established in Schedule “A” related to transfers, contributions, distributions, and Participant statements, ACCG shall be obligated to compensate the Employer in accordance with fee waivers. **The degree to which the service standards were not met must be material and the Employer must notify ACCG in writing in the event of the failure to meet standards.**

Section 6 **Duration.**

This Agreement shall be in effect for a period of one year, and shall automatically renew for subsequent year periods at the end of each term, unless notice of nonrenewal is given in writing to ACCG and the DC Board by the Employer at least 120 days prior to the renewal date.

Section 7 **Amendment.**

This Agreement may be amended or modified at any time by an instrument executed by the Employer, ACCG and the DC Board. Any Schedule to this Agreement may be amended or modified at any time by an instrument executed by the appropriate parties or as noted on the specific Schedule. **Notwithstanding the foregoing, ACCG may once each calendar year amend Schedule “B” (relating to fees) upon one hundred and twenty (120) days prior written notice to the Employer. In addition, the DC Board may amend Schedule “D-1” at any time with sixty (60) days notice to the Employer and with thirty (30) days notice to Plan participants.**

Section 8 Termination.

- (a) The Employer may terminate this Agreement for any reason upon one hundred twenty (120) days' prior written notice to ACCG and the DC Board. ACCG may terminate this Agreement upon one hundred twenty (120) days' prior written notice to the Employer and the DC Board. The DC Board may terminate this Agreement upon one hundred twenty (120) days' prior written notice to the Employer and ACCG.
- (b) Subject to the provisions of subsection (c) hereof, upon termination of this Agreement, the Employer shall pay ACCG for the provision of services up to the effective date of termination.
- (c) In the event this Agreement is terminated for any reason, ACCG shall cooperate with the Employer to provide an orderly transfer of services and shall provide the staff, services and assistance reasonably required for such orderly transfer. In addition, ACCG shall provide to the Employer, or to any successor third party service provider designated by the Employer, in the format reasonably requested by the Employer, (i) a statement of accounts as of the termination of this Agreement, which will provide substantially the same information compiled for the normal quarterly statement of Accounts, and (ii) such other records and information as the Employer may reasonably request. Such services and records shall be provided at the Employer's expense at ACCG's standard rates in effect for such services at the time they are performed or, if lower, the rates in effect under this Agreement; provided, if termination is due to ACCG's failure to perform in an overall competent and timely manner as determined pursuant to mediation under Section 11, the Employer shall not be obligated to pay ACCG for any fees associated with such transfer.

Section 9 Limitation of Liability.

ACCG and the DC Board shall not be responsible or liable for any failure or delay in the performance of their obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond their reasonable control, including, without limitation, act of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; and acts of civil or military authority or government actions or by actions of the Employer; it being understood that ACCG and the DC Board shall use their best efforts to resume performance as soon practical under the circumstances.

Section 10 Litigation.

ACCG and the DC Board shall have no obligation to commence, maintain, or defend any litigation necessary or appropriate in connection with the administration of the Plan(s) except with respect to a failure by ACCG or the DC Board to comply with the terms of this Agreement. Each shall inform the Employer of the existence of or perceived need for any such litigation, and the Employer and its representatives shall be solely responsible for any actions taken or not taken in connection with any such litigation and shall bear all costs of such actions. The Employer shall be the agent of ACCG and the DC Board for this purpose.

Section 11 Disputes Under the Agreement.

ACCG the DC Board and the Employer shall endeavor to resolve any dispute arising out of or related to this Agreement by nonbinding mediation under the then current CPR Model Mediation Procedure for Business Disputes.

Section 12 Reliance on Counsel and Indemnification.

- (a) ACCG and the DC Board may, from time to time, take action upon the advice of counsel if in such instances the advice was obtained from counsel for the Employer.

- (b) To the extent permitted under federal, state or local law, the Employer shall indemnify and hold harmless ACCG, the DC Board, their officers, employees, and agents from and against all liabilities, losses, expenses and claims (including reasonable attorneys' fees and costs of defense) that may be incurred by, imposed upon, or asserted against ACCG or the DC Board by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan(s), excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ACCG's or the DC Board's negligence, bad faith or breach of this Agreement.
- (c) To the extent permitted under federal, state or local law ACCG and the DC Board shall indemnify the Employer against, and hold the Employer harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation reasonable attorney's fees and disbursements, that may be incurred by, imposed upon, or asserted against the Employer by reason of negligence, bad faith, or breach of this Agreement by ACCG or the DC Board.
- (d) The provisions of this Section of this Agreement shall survive the termination of this Agreement.

Section 13 Reliance on and Compliance with Instructions.

Any action to be taken by ACCG hereunder that is to be taken upon instruction from the Employer or its authorized representative shall be taken by ACCG only with written instructions. ACCG shall comply with such instructions. ACCG shall incur no liability for any loss or breach of duty of any kind which may result from any action or failure of action on its part due to compliance with the written instructions of the Employer or its authorized representative or failure on the part of such persons or entities to give written instructions properly within a required period of time unless to do so would be in violation of the terms of the Plan, the Trust, local, state or federal law or this Agreement.

Section 14 General.

This Agreement supersedes all written and oral agreements, communications or negotiations among the parties and constitutes the complete and full understanding and agreement of the parties other than the Plan document(s) and Trust Agreement(s). No waiver by any party of any failure or refusal to comply with an obligation thereunder shall be deemed a waiver of any other subsequent failure or refusal to so comply. This Agreement shall inure to the benefit of, and shall be binding upon, the successors of the respective parties. ACCG shall notify the Employer and the DC Board in writing of any successor entity that inures to the benefit of this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 15 Titles.

The headings of Sections of this Agreement and the headings for each of the attached Schedules are for convenience only and do not define or limit the contents thereof.

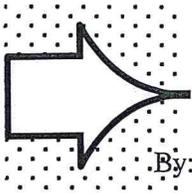
Section 16 Incorporation of Schedules.

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated and made a part of this Agreement, as if set forth fully herein.

Section 17 Governing Law.

This Agreement shall be governed by the laws of the State of Georgia, except to the extent such laws are superseded by applicable federal laws or regulations. ACCG and the DC Board hereby irrevocably consent to venue in the State of Georgia for any action arising from actions taken with regard to this Agreement, whether that action be a state or federal action.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers on the date indicated below.



EMPLOYER

**ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

WITNESS

WITNESS

DEFINED CONTRIBUTION PLAN PROGRAM BOARD OF TRUSTEES

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

WITNESS

SCHEDULE "A"

ACCG RECORDKEEPING SERVICES

This Schedule "A" describes the services which ACCG has agreed to provide to the Employer pursuant to the Administrative Services Agreement to which this Schedule "A" is attached.

1. Provide Plan and Participant level accounting for all contributions to the Plan.
2. Provide recordkeeping services and Plan and Participant level accounting for the investment options offered by the DC Board as described in Schedule "D-1" and selected by the Employer.
3. Provide the Employer and Participants with toll-free telephone service and electronic communication services.
4. Process contributions on a periodic basis, in the prescribed format. ACCG shall not process contribution information unless:
 - (a) the information is delivered electronically to ACCG or in another form agreed to by ACCG, and
 - (b) the information is in good order as determined by ACCG, and
 - (c) confirmation is received by ACCG that the contributions were received by the custodian of the Plan(s) assets.

Funds sent by wire shall not be sent to the Trust until ACCG notifies the Employer that all contribution information is in good order and can be processed.

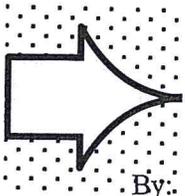
5. Contributions received in good order prior to 4:00 p.m. Eastern Time on a business day shall be processed within three (3) business days of the business day so received in accordance with Section 4 above. Contributions received after 4:00 p.m. Eastern Time shall be processed within three (3) business days of the next business day. For purposes of this subsection only, a "business day" is defined as a day during which both the New York Stock Exchange and the Federal Reserve Bank are open.
6. Monitor maximum contribution amounts permitted to be made by Participants under the Plan. Monitoring is required only once at Plan year-end upon receipt by ACCG of appropriate compensation information for each Participant.
7. Provide an investment education program for Participants.
8. Maintain and process changes to Participants' investment allocations for future contributions, or to current account balances.
9. Process transfers between available investment options on a daily basis (business days) pursuant to the terms of this Agreement and in accordance with the Automated Telephone and Electronic Communication System Guidelines attached hereto in Schedule "C".
10. Prepare and send (electronically or by mail) to Participants confirmation of investment transfers within five (5) business days of a Participant's automated telephone or electronic transaction or within five (5) business days of receipt, in good order, of a written instruction.

11. Record all transactions relating to the allocation of funds among investment options as follows:
 - (a) for all telephonic conversations between Participants and ACCG customer service, a log identifying the Participant, the time of the conversation and the general subject matter of the conversation; and
 - (b) for all automated telephonic and electronic transactions, an electronic record identifying the Participant, the time of the transaction and the executed activity that transpired.
12. Prepare, reconcile and mail an Annual Report, which may present both on a Participant and a total Plan basis all money classes, investment positions and a summary of all activity of Participants in the Plan(s) as of the last business day of the calendar year, as requested by the Employer. The Annual Report shall be mailed no later than twenty-five (25) business days following the later of (a) the receipt of the final year-end contribution amounts, or (b) the receipt by ACCG of all necessary and useable data in the form specified from the authorized party.
13. Prepare and send (electronically or by mail) to each Participant directly, at least quarterly, a detailed Participant statement reflecting all activity for the period. Statements shall be sent no later than twenty-five (25) business days following the later of (a) the end of the period, or (b) the receipt by ACCG of all necessary and useable data in the form specified by ACCG.
14. The Employer may, within the specified number of days of the date ACCG delivers reports to the Employer, object to any aspect of the report. If no objection is raised within 60 days, the Employer agrees to bear any loss or expense that may arise as a result of changes in the processing of transactions for the period covered by the report. In the event the Employer objects to any aspect of the report within the specified period, the preceding sentence will apply with respect to those portions of the report for which no objection was raised. ACCG will either make an adjustment in the report or provide the Employer with an explanation of the item which is the basis for the objection without making an adjustment in the report. Any disputes under this Section will be handled in accordance with Section 11 of this Agreement relating to mediation.
15. Reconcile and process Participant distribution requests. All distribution requests shall be paid based on the closing market values of a Participant's account on the process date, not advance or estimated values. The market value for a requested distribution will be established within seven (7) business days from the time the request is received in good order. Distribution requests shall be paid out within twenty (20) business days from the time the request was received in good order.
16. Process distributions in accordance with written guidelines provided by the Employer. ACCG shall only be responsible for the accuracy of a distribution to the extent that ACCG has been provided with accurate and current information from the Employer.
17. Withhold federal and state incomes taxes from distributions and report such distributions to the required government agencies and to Participants; provided, however, ACCG shall not process a distribution request without receiving the information from the Employer required under Schedule "E". If the Employer does not provide ACCG with the information listed in Schedule "E" relating to withholding and reporting, the responsibility for withholding federal income taxes and the reporting thereof shall remain with the Employer. In circumstances where ACCG does withhold federal income tax from Participant distributions in accordance

with this Schedule "A", ACCG shall, in a timely and proper manner, deposit and report such amounts under the tax identification number for the Plan(s).

18. Process requests for transfers and/or rollovers of Participant account balances to and from any other investment options and/or providers for the Plan(s).
19. Process permissible requests for transfers and/or rollovers of Participant account balances to and from other plans.
20. Calculate a Participant's minimum required distribution upon request by a Participant, if so required by law or the Plan(s), provided the Participant and/or the Employer has provided ACCG with all information required by ACCG in the format reasonably required by ACCG. The accuracy of such calculations is limited by the quantity and quality of data provided to ACCG by the Employer or Participant.
21. Process changes related to the recordkeeping of the Plan, such as, but not limited to, Participant name and address changes, and beneficiary data.
22. Upon request, provide one or more on-site qualified representatives to answer Participant questions regarding any aspect of the Plan. Attend and present the Plan(s) at new employee meetings.
23. Calculate Vesting Service in accordance with the appropriate information supplied by the Employer.
24. Based on Vesting Service calculations, calculate amount of Employer Contributions to be forfeited (if any) back to the Employer.

We have read and understand the above Schedule "A" and agree to its terms as evidenced by the signatures set forth below.



EMPLOYER

**ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE "B"
FEE SCHEDULE

Asset Based Fees

Asset-Based Fee Based on Jurisdiction's Total Assets* (in basis points)

Portion of Participant Account Balance**	Greater than \$10 million
First \$5,000	125
Next \$5,000	75
Next \$15,000	10
Over \$25,000	0

*Total combined assets of the Plan(s) shall be evaluated at each calendar year end.

**Participant Account Balance is based on the average daily balance during the preceding quarter.

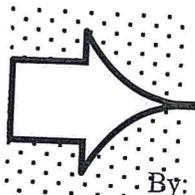
Other Fees

Account Establishment Fee:	None
Miscellaneous Fees:	
Annual Participant Fee:	Annual fee of \$20.00 per Participant assessed quarterly
Inactive Participant Fees†:	Annual fee of \$50.00 per Participant assessed quarterly (waived for account balances greater than \$25,000)
Investment Allocation Changes:	\$10.00 per change if not completed through the automated telephone or electronic communication system
Non-electronic Payroll Processing:	\$1.00 per Participant per payroll
Manual transactions/large quantity:	To be negotiated as needed
Employer multiple site payrolls:	\$100.00 per additional site
Errors not caused by ACCG:	To be negotiated as needed
Employer requested special projects:	To be negotiated as needed

†Any Participant maintaining an account balance with no new contributions during any calendar quarter shall be charged an Inactive Participant fee.

ACCG may once each calendar year amend this Schedule "B" upon one hundred and twenty (120) days prior written notice to the Employer.

We have read and understand the above Schedule "B" and agree to its terms as evidenced by the signatures set forth below.



EMPLOYER

**ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

MEETING DATE: 05.07.2013

Public Safety – Fire

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion/action to authorize County Manager to waive the bid policies to solicit formal, but not sealed bids for a rescue truck body.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

You will recall that last month the County experienced some unforeseen accidents with emergency vehicles, including a rescue truck. After deliberation by the Public Safety Director and Fire Chief it has been determined that the most cost-effective solution is to purchase a rescue truck body and place it on an existing chassis of a former ambulance taken out of service after a wreck on I-16 last year disabled the ambulance body. Approval is recommended.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT			
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO			NO
PRESENTATION		<p>ATTACH DETAILED ANALYSIS, IF NEEDED:</p> <p>Current estimates for the rescue truck body is about \$70,000 versus buying a complete truck package for \$115K+. The County Manager has consulted with US Bank to request amending the master lease to include this item and a third ambulance approved at a recent meeting. Upon receiving the expedited bid results for the rescue truck body, the County Manager seeks authorization to appropriate funds from 07/13 SPLOST funds, via the capital equipment master lease as proposed.</p>			
PUBLIC HEARING					
CONSENT					
NEW BUSINESS	X				
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	5/2-13	INITIAL	9/16	INITIAL	✓
DATE		DATE		DATE		DATE	5/2/13	DATE	5/2/13	DATE	5.1.13

COMMISSION ACTION AND REFERRAL

APPROVED		DATE TO BE RETURNED TO AGENDA:
DENIED		NOTES:
DEFERRED		