Bulloch County Board of Commissioners Regular Meeting

December 3, 2013
Estimated Time: 30 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; Mike Rollins, SBCPRD Director; Pat Jones Elections Supervisor; and Jeff Herrington, Airport Manager**

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 Thompson	5:32 PM	
Roll Call	Clerk of the Board	5:33 PM	
Approval of General Agenda	Chairman Nevil	5:35 PM	
Public Comments	Audience	5:37 PM	
Consent Agenda	Chairman Nevil	5:47 PM	
To Approve the Minutes of the Regular Meeting & Executive Session held on November 19, 2013	Clerk of the Board		Tab A
To Approve a Polling Place agreement with Kiwanis Club	Elections/Legal		Tab B
To Approve package retail beer and wine by the drink license for The Boiling Shrimp	Clerk of the Board/Administration		Tab C
To Reappoint Theresa Jackson and Appoint Hadley Campbell to the Board of Elections	Clerk of the Board/Administration		Tab D
To Authorize the County Commissioners to execute contracts with the Georgia DOT, WK Dickson Engineering and Trinity Electrical for the Taxiway Lighting Replacement Project	Airport		Tab E
To Approve a bid submitted by the Ginn Company for the replacement of the Brooklet Community Center roof, roof insulation, gutters, downspouts and necessary trim	Parks & Rec		Tab F
To Approve a Resolution and Agreement for Deposit Account with BB&T	Finance		Tab G
Commission and Staff Comments	Chairman Nevil, et al.	5:50 PM	
Adjourn	Chairman	6:00 PM	

Additional Information

Background information in Board packets

November 19, 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 guests and called the meeting to order. Commissioner Rushing 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: Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Chairman Nevil, Commissioner Rushing, Commissioner Thompson and Vice-Chairman Gibson. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Chief Financial Officer Harry Starling, Transportation Director Dink Butler, Chief Deputy Jared Akins, County Engineer Kirk Tatum, Public Safety Director Ted Wynn, Keep Bulloch Beautiful Director Kelly Collingsworth and Statesboro Bulloch County Parks and Recreation Director Mike Rollins.

After Roll Call, Chairman Nevil asked for amendments or modifications of the General Agenda. Hearing none, Commissioner Gibson offered a motion to approve the General Agenda as presented. 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 next item on the agenda was a presentation from the Georgia Forestry Commission. Mr. Willard Fail made a presentation on the Community Wildfire Protection Plan. Chief Ranger Mr. Doug Chassereau presented the July 2012-June 2013 Annual Report for the Georgia Forestry Commission for Bulloch County. Chairman Nevil thanked Mr. Fail and Mr. Chassereau for their presentations.

Chairman Nevil stated the next item was a presentation from Keep Bulloch Beautiful. Mr. Teddy Gandy gave a PowerPoint Presentation on the After School Community Garden Program that several of Bulloch County Schools are participating in. Chairman Nevil thanked Mr. Gandy for the presentation.

Chairman Nevil asked for public comments from the audience at large or in writing. Mr. Wayne Collingsworth asked where the budget is at concerning the deficit. County Manager Tom Couch stated the updated reports should be available later in the week and he went over a few of the departments' expenditures and revenues. Chairman Nevil stated that hopefully in the next few months the financial reports could be put on the website to keep citizens updated and thanked Mr. Collingsworth for his concern in the matter.

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 and Executive Session held on November 5, 2013; (2) To approve a Resolution agreeing to provide matching funding for Land and Water Conservation Fund Grant Application for proposed improvements to Memorial Park (See Exhibit #2013-128); (3) To Approve a Sole Source quote in the amount of $141,384.60 from Holbrook Asphalt to apply HA5 Highway Density Mineral Bond to Parking areas and service drives at Mill Creek Park; (4) To Authorize a Contract based on a Sole Source proposal for Voice Over Internet Protocol(VOIP) telecommunications and computer/software for the Courthouse, Judicial Annex and Adult Probation Department (See Exhibit # 2013-129); and (5) To Authorize a contract based on a Sole Source Proposal for design services and project management for the re-roofing of the Correctional Institute and for correction of fire safety issues at the jail (See Exhibit # 2013-130). Commissioner Thompson asked if Consent Agenda Item # 3 could be moved to Agenda Item # 1 under New Business for further discussion. Commissioner Simmons offered a motion to approve the Consent Agenda moving Agenda Item # 3 to Agenda Item # 1 under New Business. Commissioner Mosley seconded the motion, and it carried with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action to Approve a Sole Source quote in the amount of $141,384.60 from Holbrook Asphalt to apply HA5 Highway Density Mineral Bond to Parking areas and service drives at Mill Creek Park. Commissioner Thompson asked for clarification on the material that is to be used and if it would hold up for a length of time. County Engineer

Kirk Tatum stated the roads that are to get the HA5 Mineral Bond are not in terrible distress and this should hold up for the areas. He stated the back parking lot and the drives are in worse shape than the parking lot but will receive a different kind of material. Commissioner Thompson stated he had never seen this product anywhere and was not sure of how it would hold up. After some discussion, Commissioner Ethridge offered a motion to approve a Sole Source quote in the amount of $141,384.60 from Holbrook Asphalt to apply HA5 Highway Density Mineral Bond to Parking areas and service drives at Mill Creek Park. (See Exhibit # 2013-131). Commissioner Simmons seconded the motion, and it carried with Commissioner Gibson, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion. Commissioner Rushing and Commissioner Thompson voted in opposition to the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action to approve a purchase of a Wiedmann XP8 Deep Time Aerifier from Show Turf Inc. Statesboro Bulloch County Parks and Recreation Director Mike Rollins gave an explanation of what the Aerifier would be used for. He stated the highest bid was recommended because the other bids did not meet the specifications. Commissioner Thompson asked how deep the water lines were on the fields. Mr. Rollins stated they are GPS for location so there should not be any problems. Hearing no further discussion, Commissioner Thompson offered a motion to approve a purchase of a Widenemann XP8 Deep Tine Aerifier to ShowTurf Inc in the amount of $30,326.30 (See Exhibit # 2013-132). 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 third item under New Business was for Discussion/Action to approve a sole source bid from Innova Disc Golf for design/layout services and all necessary equipment to construct a 27- hole Disc Golf Course. Statesboro Bulloch County Parks and Recreation Director Mike Rollins stated the community has shown an interest in having a disc golf course and there should be funds from the 2007 SPLOST. Commissioner Thompson stated it would be a great recreation activity for the Community. Commissioner Ethridge asked if there would be any fees charged. Mr.

Rollins stated there would not be any fees charged due to the fact that there is no need to hire any staff for the facility. Hearing no further discussion, Commissioner Thompson offered a motion to approve a sole source bid from Innova Disc Golf for design/layout services and all necessary equipment to construct a 27-hole Disc Golf Course in the amount of $26,555.00 (See Exhibit # 2013-133). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil asked for any general comments or statements from the Commissioners. Commissioners Ethridge, Simmons, Mosley, and Gibson thanked the staff for their hard work and dedication. Commissioner Rushing gave an update on the progress of the water/sewer project and thanked the staff for their hard work. Commissioner Thompson thanked everyone for their dedication and stated to Mr. Wayne Collingworth the Commissioners have made a pledge not to increase taxes next year.

Chairman Nevil asked for comments from the staff. Hearing none, he stated 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 after a five minute recess. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about five 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(b)(2) and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee. Without further discussion, Commissioner Gibson offered a motion to enter into Executive Session for the purpose of discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee in accordance with the provisions of O.C.G.A. § 50-14-3(b)(2). (See Exhibit #2013-134). 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 asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) December 3, 2013		
Elections/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Polling Place Agreement with Kiwanis Club

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

The attached polling place agreement with the Kiwanis Club allows the County and the Board of Elections to continue using the Kiwanis Club's community building as a voting precinct. The agreement's initial term commences on December 3, 2013 and expires on December 31, 2014. Thereafter, it automatically renews for one-year terms commencing each January 1st and ending each December 31st, unless either party gives the other party at least 12 months' advance written notice of an intent not to renew. Both the Kiwanis Club and the Board of Elections and approved and executed the agreement. Approval is recommended.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
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	YES	YES	YES ✓	YES ✓	YES
NO	NO	NO	NO	NO	NO
INITIAL	INITIAL	INITIAL	INITIAL CAS	INITIAL JL	INITIAL
DATE	DATE	DATE	DATE 11.25.13	DATE 11/21/13	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

POLLING PLACE AGREEMENT

This Agreement is entered into this 3rd day of December, 2013, by and between the **KIWANIS CLUB OF STATESBORO, GEORGIA, INC.** (hereinafter "the Kiwanis Club"), as party of the first part, and **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** and the **BULLOCH COUNTY BOARD OF ELECTIONS AND REGISTRATION** (hereinafter collectively referred to as "the County"), as parties of the second part.

WITNESSETH:

WHEREAS, Bulloch County, Georgia is divided into sixteen election precincts, one of which is known as the Fair Precinct; and

WHEREAS, the Kiwanis Club owns property in the Fair Precinct located on Georgia State Highway 67, on which property is located a community building; and

WHEREAS, the County desires to use the Kiwanis Club's community building for purposes of conducting elections and training poll workers, and the Kiwanis Club desires to allow the County to use its community building for such purposes on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties hereto agree as follows:

1. Purposes. The Kiwanis Club hereby agrees to allow the County to use the Kiwanis Club's community building on the terms and conditions set forth herein for purposes of a voting precinct to conduct all general, primary, special, and other elections required or

permitted pursuant to federal, state, or local law, and for the periodic training of poll workers. In conducting said elections, the County shall have access to and exclusive use of the community building on the day before, the day of, and day after said elections.

2. Consideration. In consideration for the use of the community building as described above, the County agrees to provide a dumpster for the community building and service the dumpster weekly. The County shall also pay the Kiwanis Club $250 for each election held in the community building, with payment being due no later than ten (10) days after each election.

3. Term; Automatic Renewal. The term of this Agreement shall commence on December 3, 2013 and end at midnight on December 31, 2014. Thereafter, this Agreement shall automatically renew for additional periods of one (1) year beginning each January 1st and ending each December 31st, unless either party gives the other party at least twelve (12) months' advance written notice of its intent not to renew the Agreement.

4. County's Post-Use Tasks. After each use of the Kiwanis Club's community building, the County shall perform the following tasks:

(a) Set tables and chairs back in the proper place;

(b) Turn off all lights and the air conditioning unit; and

(c) Lock all doors.

5. Indemnification and Hold Harmless. The County hereby agrees to indemnify and hold harmless the Kiwanis Club from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including reasonable attorney's fees) related to or in any way arising out of the County's use of the Kiwanis Club's community building pursuant to this Agreement.

6. Insurance; Additional Insured. The County shall maintain general comprehensive liability insurance with limits of not less than One Million Dollars and No/100 ($1,000,000.00) and shall include the Kiwanis Club as an additional insured on such insurance for any activities related to this Agreement. The County shall provide the Kiwanis Club with an insurance certificate evidencing such coverage.

7. Notice. Any notice required or permitted pursuant to this Agreement shall be in writing and sent to the following addresses:

If to the County:	Bulloch County Board of Commissioners P.O. Box 347 Statesboro, GA 30459 Attn: County Manager
With copies to:	Patricia Lanier Jones, Elections Supervisor Bulloch County Board of Elections and Registration Bulloch County Courthouse 2 North Main Street, Room 104 Statesboro, GA 30458
	Jeff S. Akins, County Attorney P.O. Box 347 Statesboro, GA 30459
If to the Kiwanis Club:	Kiwanis Club of Statesboro, Georgia, Inc. P.O. Box 472 Statesboro, GA 30459

8. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and no prior representations, whether oral or written, shall be binding on either party. This Agreement may only be amended by a written amendment executed with the same formality as this original Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused their respective authorized officials to execute this Agreement.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Christy Strickland, Clerk

BULLOCH COUNTY BOARD OF ELECTIONS
AND REGISTRATION

By:_____
JD Dunn, Chairman

Attest:_____
Theresa Jackson, Secretary

KIWANIS CLUB OF STATESBORO,
GEORGIA, INC.

By:_____

Attest:_____

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 12.03.2013		
Clerk of the Board; Sheriff; Administration	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine by the drink (pouring license) to Yu-Ching HSU, for The Boiling Shrimp, located at 12218 Highway 301 South, Statesboro, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

There is no apparent reason to deny the application. Approval is recommended. Application & Criminal History are attached.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 11.25.2013		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Office of the Sheriff

SHERIFF
LYNN M. ANDERSON

17257 HWY 301 NORTH
STATESBORO, GA 30458
(912) 764-8888
FAX (912) 764-2917

The following information is furnished to the Bulloch County Board of Commissioners, in regards to an application for a beer and Wine License. This information is furnished by the Bulloch County Sheriff's Department for the purpose of the Board in their decision on the issuance of a license.

NAME: Yu Ching Hsu

BUSINESS: The Boiling Shrimp

LOCATION: 12218 Hwy 301 S.

CRIMINAL HISTORY: OK

RESIDENCY: OK

This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

LYNN M. ANDERSON, SHERIFF, BULLOCH COUNTY, GA.

This 12 Day of Nov, 2015

NOTARY PUBLIC

"The sheriff shall keep and preserve the peace of his county."

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

****YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY****

DATE OF APPLICATION 10-15-13 NEW X RENEWAL _____

Type of Business to be operated:

_____	Retail beer and wine packaged only	$1,500.00
✓	Retail beer and wine by the drink (pouring license)	$1,500.00
_____	Retail liquor by the drink (pouring license)	$3,000.00
_____	Pouring license (beer, wine, and liquor)	$4,500.00
_____	Wholesale license	$1,200.00
_____	Farm Winery	$2,250.00
_____	Catering License (off premise)	$ 500.00
_____	Application Fee (***due upon returning application***)	$ 250.00
_____	Event Permit	$ 50.00
_____	License Transfers	$ 250.00
_____	Temporary Permit (all forms)	$ 250.00

Total license fee (include the application fee) $ _____

***Late Penalty ***
All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name Yu-Ching Hsu
Name of business The Boiling Shrimp
Location of business 12218 Hwy 301 South Statesboro GA
Type of business organization (Corporation, limited liability company, partnership, etc.)
Restaurant
Business mailing address 12218 Hwy 301 South Phone [redacted]
Applicant's home address 1627 Stanford Dr. Statesboro Phone _____
Applicant's age 54 Date of birth [redacted] ocial Security # [redacted]

Are you a resident U.S. Citizen?
YES ✓ NO ____

Are you a resident of Bulloch County?
YES ✓ NO ____

If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?
YES ✓ NO ____

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? _____

List all partners, shareholders, members, or managers of the business below:

_____ _____

_____ _____

_____ _____

_____ _____

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?
YES ____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee EVER been denied an alcoholic beverage license?
YES ____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO ___✓___

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____ Attest: _____

J. Garrett Nevil, Chairman Christy A. Strickland, Clerk

CONSENT FORM

I, Yu-Ching Hsu, hereby authorize the Bulloch County Sheriff's Department to release information on any criminal history record the State of Georgia or the Bulloch County Sheriff's Department might have access to concerning me to the Bulloch County Board of Commissioners and its agents or employees.

I hereby agree that the Bulloch County Sheriff's Department, the Georgia Crime Information Center, the employees of either agency, or any other agency or employees of the county, state or federal government, shall not be responsible or liable for defamation, invasion of privacy, negligence or any other claim in connection with any dissemination of information pursuant to this record check.

FULL NAME: Yu-Ching Hsu
Print or Type

ADDRESS: 12218 Hwy 301 South Statesboro GA 30458
Street Address City State Zip Code

SEX: F RACE: Asia DATE OF BIRTH: [redacted]

SOCIAL SECURITY NUMBER: [redacted]

Yu-Ching Hsu
Signature

10/15/2013
Date

Sworn to and subscribed before me this 15 day of October, 2013.

Brittany Adam
Notary Public

SWORN STATEMENT OF APPLICANT OR DESIGNEE

I, Brittany Odom, hereby provide this statement under oath in support of the application of Yu-Chung Hsu (name of applicant) for an alcohol license pursuant to the provisions of the Bulloch County Alcohol Ordinance.

1. I am at least twenty-one (21) years of age, of good moral character, and a citizen of the United Sates.

2. I am a resident of Bulloch County, Georgia, or, if an applicant who is not a resident of Bulloch County, Georgia, I have designated a resident of Bulloch County, Georgia who shall be responsible for any matter relating to the license.

3. I have not been convicted of a felony or of any violations of the laws of the state of Georgia, or any other state, relating to the sale of alcoholic beverages within five (5) years of the date of this application.

4. I have not been denied or had revoked, within the five (5) years next preceding the date of this application, any license to sell alcoholic beverages issued by any governmental entity.

5. I have read the Bulloch County Alcohol Ordinance in its entirety and am familiar with and understand the same, including but not limited to the qualifications, regulations, sales to persons under the age of twenty-one (21), and 50% food requirement for licensees who serve alcohol for on-premises consumption. I understand that the holding of an alcohol license is a mere privilege subject to all the terms and conditions of said Ordinance.

6. By execution of this affidavit and in consideration of the issuance of any license issued as a result of this application, I agree to be bound by every provision of said Ordinance and understand and agree that a violation of any provision of said Ordinance or of any law or regulation of the state of Georgia pertaining to the sale of alcoholic beverages may subject me to suspension or revocation of this license or criminal charges, or both.

7. I swear and affirm that every entry upon my application is true and correct. I understand and acknowledge that false or misleading information contained in my application is grounds for denial of my application or revocation of my license.

Yu-Chung Hsu
Signature of Applicant or Designee

Sworn to and subscribed before me this 17 day of October, 2013.

Brittany Odom
Notary Public

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Alcohol License *[type of public benefit]*, as referenced in O.C.G.A. § 50-36-1, from Bulloch County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

2) ____ I am a legal permanent resident of the United States.

3) ____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(l), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
Drivers License.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Statesboro (city), Georgia (state).

Yu-Ching Hsu
Signature of Applicant

Yu-Ching Hsu
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13 DAY October OF, 2013

Christy G. Strickland
NOTARY PUBLIC
My Commission Expires: June 6, 2017

Georgia

DRIVER'S LICENSE

NUMBER [redacted] EXPIRES 03-20-2017

HSU, YU CHING
PO BOX 583
STATESBORO, GA 30459-0583

SEX	BIRTHDATE	ISSUE DATE	COUNTY
F	[redacted]	01-18-2007	016

HEIGHT	WEIGHT	CSC	FEE	RESTRICTIONS
5-01	124	9 45	036.00	

CLASS	ENDORSEMENTS	TYPE
C		REG

Sonny Perdue GOVERNOR

COMMISSIONER

TYPE: mid
LSTCN: 1653051594
GBITCN: 32882110089995
DATE/TIME: 2013-10-15 16: 28: 18
NAME: HSU, YU CHING
SID: NoRecord
OTN:
OCA:
IDENT: NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST

TYPE: mfi - FBI Identification Response
LS TCN: 1653051594
GBI TCN: 32882110089995
DATE/TIME: 2013-10-15 16: 30: 26
OCA:
FBI NUMBER:
SID:
NAME: HSU,YU CHING
FBI IDENT: N
FBI RAPSHEET RESPONSE BELOW:

CIVIL APPLICANT RESPONSE

ICN E2013288000000160741 CIDN OCA
HSU,YU CHING A 500 [redacted]
MNU SOC SEX F
FPC
HENRY CLASS API

GA0160000 SHERIFF'S OFFICE DATE FP
STATESBORO GA 2013/10/15
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2013/10/15 FEDERAL BUREAU OF INVESTIGATION

GA0160000
BULLOCH COUNTY
SHERIFF'S OFFICE
17257 HWY 301 N
STATESBORO,GA 30458

Response Key: .BUSX-

0761360 GA-CCH 20131024 11:30:43 20131024 11:30:43 20150478BA
IR.GASIR0000.GA0160001.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:
DATE: 20131024 PUR: E ATTN: NEVILS/KCM
ARN: ALR THE BOILING SHRI
RESPONSE DATE: 20131024

QUERY REQUESTED ON:
NAM/HSU, YU CHING
DOB/[redacted]
SEX/F
RAC/A
SOC/[redacted]

NO RECORD FOUND

END OF RECORD

U[a]

10.24.13

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE 12/3/13		
Airport	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)

To authorize the County Commissioner to execute a contracts with the Georgia DOT, WK Dickson Engineering, and Trinity Electrical for the Taxiway Lighting Replacement Project # AP014-9021-31(031).

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

The Airport Committee has recommended project. Trinity Electrical of Baxley, Georgia was the low bidder at $ 261,580.00 contingent on GDOT funding. WK Dickson Engineering will handle the bid, design, and construction services in the amount of $ 74,640.23. Supporting contracts attached.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQURED? (7b)	YES	
			NO	x		NO	x
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	x	Contracts and supporting documentation attached.					
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 JH		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 11/25/13		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

WK DICKSON
community infrastructure consultants

November 4, 2013

Jeff Herrington, Airport Manager
Statesboro-Bulloch County Airport
601 Airport Boulevard
Statesboro, GA 30458

RE: Bid Tabulation and Recommendation of Award
Taxiway Lighting Rehabilitation at the
Statesboro-Bulloch County Airport
WKD # 20120183.00.AT

Dear Mr. Herrington:

We completed the receipt of bids on October 29, 2013 for the Taxiway Lighting Rehabilitation at the Statesboro-Bulloch County Airport. A certified tabulation of the bid is attached. Trinity Electrical Services, Inc. of Baxley, Georgia was the lowest bidder of five qualified bids received for the contract.

The firm has performed a number of similar projects at other airports in the state, and we are familiar with their work. The bid received was $261,580.00, as compared to the second bidder of $263,915 and the Engineer's Estimate of $347,575, indicating that we received a competitive proposal. The bidding documents were found to be in order, and we recommend that you accept the low bid and award the contract to Trinity Electrical Services, Inc.

We will prepare the contract documents for execution between the County and the contractor upon your direction. Please let me know if you have any questions or need any additional information.

Sincerely,

W.K. Dickson & Co., Inc.

Reginald L. Weaver, P.E.
Project Manager

Enclosure

cc: Phil Eberly

2120 Powers Ferry Road, Suite 100
Atlanta, GA 30339
Tel: 770.955.5574
Fax: 770.955.0338
www.wkdickson.com

BID TABULATION AND RECOMMENDATION OF AWARD

Statesboro-Bulloch County Airport
Taxiway Lighting Rehabilitation
October 30, 2013

WK DICKSON
community infrastructure consultants

WKD Project # 20120183.00.AT

					Trinity Electrical		TCA Electrical		Barnes & Powell Electrical		Precision Approach		KOBO Utility Construction	
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	M-101	Mobilization	LS	1	$ 24,000.00	$ 24,000.00	$ 30,000.00	$30,000.00	$ 26,000.00	$ 26,000.00	$ 16,644.00	$ 16,644.00	$ 35,669.00	$ 35,669.00
2	M-101	Airfield Barriers	EA	62	$ 75.00	$ 4,650.00	$ 260.00	$16,120.00	$ 160.00	$ 9,920.00	$ 320.00	$ 19,840.00	$ 140.00	$ 8,680.00
3	P-156	Construction Exit	EA	2	$ 1,000.00	$ 2,000.00	$ 1,500.00	$3,000.00	$ 3,810.00	$ 7,620.00	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00
4	L-108	Cable Trench in Grass	LF	20,000	$ 1.00	$ 20,000.00	$ 1.10	$22,000.00	$ 1.80	$ 36,000.00	$ 0.90	$ 18,000.00	$ 4.10	$ 82,000.00
5	L-108	No. 8 AWG, L-824C, Cable	LF	23,200	$ 1.05	$ 24,360.00	$ 0.70	$16,240.00	$ 0.90	$ 20,880.00	$ 1.00	$ 23,200.00	$ 1.00	$ 23,200.00
6	L-108	Bare Counterpoise Wire	LF	18,600	$ 1.25	$ 23,500.00	$ 1.20	$22,560.00	$ 1.15	$ 21,620.00	$ 1.10	$ 20,680.00	$ 1.80	$ 33,840.00
7	L-109	L-828 Constant Current Regulator, 20 kW	EA	1	$ 12,800.00	$ 12,800.00	$ 10,500.00	$10,500.00	$ 13,055.00	$ 13,055.00	$ 14,500.00	$ 14,500.00	$ 23,589.00	$ 23,589.00
8	L-110	1 Way - 4" HDPE Directional Bore	LF	530	$ 25.00	$ 13,250.00	$ 19.50	$10,335.00	$ 18.40	$ 9,752.00	$ 26.00	$ 13,780.00	$ 35.00	$ 18,550.00
9	L-125	Existing Light Removal	EA	195	$ 60.00	$ 11,700.00	$ 20.00	$3,900.00	$ 37.00	$ 7,215.00	$ 75.00	$ 14,625.00	$ 35.00	$ 6,825.00
10	L-125	Existing Sign Removal	EA	15	$ 300.00	$ 4,500.00	$ 100.00	$1,500.00	$ 306.00	$ 4,590.00	$ 250.00	$ 3,750.00	$ 450.00	$ 6,750.00
11	L-125	MITL, Base Mounted	EA	42	$ 550.00	$ 23,100.00	$ 485.00	$20,370.00	$ 713.00	$ 29,946.00	$ 900.00	$ 37,800.00	$ 679.00	$ 28,518.00
12	L-125	MITL, Stake Mounted	EA	174	$ 325.00	$ 56,550.00	$ 385.00	$66,990.00	$ 511.00	$ 88,914.00	$ 490.00	$ 85,260.00	$ 420.00	$ 73,080.00
13	L-125	L-858 Sign Size 2, 1 Module	EA	12	$ 2,400.00	$ 28,800.00	$ 2,350.00	$28,200.00	$ 3,085.00	$ 37,020.00	$ 4,000.00	$ 48,000.00	$ 2,655.00	$ 31,860.00
14	L-125	L-858 Sign Size 2, 2 Modules	EA	2	$ 3,585.00	$ 7,170.00	$ 3,350.00	$6,700.00	$ 4,315.00	$ 8,630.00	$ 5,500.00	$ 11,000.00	$ 3,580.00	$ 7,160.00
15	L-125	L-858 Sign Size 2, 4 Modules	EA	1	$ 5,200.00	$ 5,200.00	$ 5,500.00	$5,500.00	$ 6,165.00	$ 6,165.00	$ 9,000.00	$ 9,000.00	$ 4,260.00	$ 4,260.00
			TOTAL BID			$ 261,580.00		$263,915.00		$ 327,327.00		$ 340,079.00		$ 386,981.00

This tabulation of bids is true and correct to the best of my knowledge. On the basis of our review of the bids, it is recommended that the contract for this project be awarded to Trinity Electrical Services, Inc.

11/4/13

Reginald L. Weaver, P.E.
W.K. Dickson & Co., Inc.

REGINALD LOGAN WEAVER
No. PE021116
PROFESSIONAL ENGINEER

STATESBORO - BULLOCH COUNTY AIRPORT
STATESBORO, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A DRAFT

GDOT PROJECT NUMBER: AP014-9021-31 (031) BULLOCH COUNTY
PID - T00XXXX

Rehabilitate Taxiway Lighting

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FAA FUNDS	%	GDOT FUNDS	%
Federal Project FY12		Rehabilitate Taxiway Lighting								
1	FAA	Bidding Phase Services	EA	7,918.00	$ 1.00	$ 7,918.00	$7,126.20	90%	$0.00	0.0%
2	FAA	Bid Advertisment	EA	500.00	$ 1.00	$ 500.00	$450.00	90%	$0.00	0.0%
3	M-101	Mobilization	LS	1.00	$ 24,000.00	$ 24,000.00	$21,600.00	90%	$1,200.00	5.0%
4	M-101	Airfield Barriers	EA	62.00	$ 75.00	$ 4,650.00	$4,185.00	90%	$232.50	5.0%
5	P-156	Construction Exit	EA	2.00	$ 1,000.00	$ 2,000.00	$1,800.00	90%	$100.00	5.0%
6	L-108	Cable Trench in Grass	LF	20,000.00	$ 1.00	$ 20,000.00	$18,000.00	90%	$1,000.00	5.0%
7	L-108	No. 8 AWG, L-824C, Cable	LF	23,200.00	$ 1.05	$ 24,360.00	$21,924.00	90%	$1,218.00	5.0%
8	L-108	Bare Counterpoise Wire	LF	18,800.00	$ 1.25	$ 23,500.00	$21,150.00	90%	$1,175.00	5.0%
9	L-109	L-828 Constant Current Regulator, 20 kW	EA	1.00	$ 12,800.00	$ 12,800.00	$11,520.00	90%	$640.00	5.0%
10	L-110	1 Way - 4" HDPE Directional Bore	LF	530.00	$ 25.00	$ 13,250.00	$11,925.00	90%	$662.50	5.0%
11	L-125	Existing Light Removal	EA	195.00	$ 60.00	$ 11,700.00	$10,530.00	90%	$585.00	5.0%
12	L-125	Existing Sign Removal	EA	15.00	$ 300.00	$ 4,500.00	$4,050.00	90%	$225.00	5.0%
13	L-125	MITL, Quartz, Base Mounted	EA	42.00	$ 550.00	$ 23,100.00	$20,790.00	90%	$1,155.00	5.0%
14	L-125	MITL, Quartz, Stake Mounted	EA	174.00	$ 325.00	$ 56,550.00	$50,895.00	90%	$2,827.50	5.0%
15	L-125	L-858 Sign Size 2, 1 Modules (halogen)	EA	12.00	$ 2,400.00	$ 28,800.00	$25,920.00	90%	$1,440.00	5.0%
16	L-125	L-858 Sign Size 2, 2 Modules (halogen)	EA	2.00	$ 3,585.00	$ 7,170.00	$6,453.00	90%	$358.50	5.0%
17	L-125	L-858 Sign Size 2, 4 Modules (halogen)	EA	1.00	$ 5,200.00	$ 5,200.00	$4,680.00	90%	$260.00	5.0%
18	L-125	Install PAPI's, RWY 14	EA	1.00	$ 11,000.00	$ 11,000.00	$9,900.00	90%	$550.00	5.0%
19	L-125	Install PAPI's, RWY 32	EA	1.00	$ 11,000.00	$ 11,000.00	$9,900.00	90%	$550.00	5.0%
20	FAA	Ulitlity Location	LS	1.00	$ 2,900.00	$ 2,900.00	$2,610.00	90%	$145.00	5.0%
21	FAA	Conatract Admin / Resident Inspection	EA	64,473.00	$ 1.00	$ 64,473.00	$58,025.70	90%	$3,223.65	5.0%
22	FAA	As Built Plans and AGIS Submittal	EA	858.00	$ 1.00	$ 858.00	$772.20	90%	$42.90	5.0%
23	FAA	DBE Update		1,391.00	$ 1.00	$ 1,391.00	$1,251.90	90%	$69.55	5.0%
		TOTAL FY12 PROJECT COST				$361,620.00	$325,458.00		$17,660.00	

			Fund Source
TOTAL MAXIMUM OBLIGATION OF STATE AND FEDERAL FUNDS THIS CONTRACT	$325,458.00	FAA FY12	xxxx
	$17,660.00	FY14 State	xxxx
Local match will be $18,502.00	$343,118.00	Contract Amount	

Keith Golden, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

November 21, 2013

The Honorable Garrett Nevil
Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, GA 30549

Dear Chairman Nevil:

Enclosed for execution by Bulloch County are three (3) contracts for rehabilitation of taxiway lighting at the Statesboro – Bulloch County Airport. This project contains $325,458.00 of federal funds and $17,660.00 of state funds with a local share of the cost being $18,502.00.

Please have all three contracts signed and sealed the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit C) is now included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.

Return the contacts to:

Georgia Department of Transportation
Division of Intermodal – Aviation
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Claude R. Jackson, Aviation Project Manager at (404) 673-9119.

Sincerely,

Nancy Cobb, Administrator
Division of Intermodal

NCC:kf

Enclosures

WORK AUTHORIZATION NO. 2013-1
Taxiway Lighting Rehabilitation, Bid and Construction Phases
Bulloch County
Statesboro-Bulloch County Airport

1. **Scope of Services.**

The scope of work under this work authorization includes the Bid and Construction Phases as required by the FAA for the rehabilitation of the taxiway lighting system for Runway 14-32 at the Statesboro-Bulloch County Airport.

A. **Basic Services:** Provide Bid Phase and Construction Phase services in accordance with the General Provisions of the Prime Agreement.

B. **Special Services:**

1. Resident Observation: Provide resident observation services during construction. The duties, responsibilities and limitations of authority of the CONSULTANT's Resident Project Representative are as described in the Prime Agreement.

2. **Time of Performance.** 270 calendar days

3. **Basis of Compensation.**

A. **Basic Services.**

1. The Owner shall pay the Consultant as compensation for performing Bid Phase Services the lump sum of Seven Thousand Nine Hundred Eighteen and 23/100 Dollars ($7,918.23).

2. The Owner shall pay the Consultant as compensation for performing Construction Phase Services the lump sum of Twenty Five Thousand Six Hundred Thirty Eight and 88/100 Dollars ($25,638.88).

B. **Special Services.**

1. The Owner shall pay the Consultant as compensation for performing the Resident Observation Services the lump sum of Forty One Thousand Eighty Three and 12/100 Dollars ($41,083.12) based on a construction period of 60 calendar days.

A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be complete as of the day of billing.

C. **Additional Services.** The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in above, Scope of Services, in accordance with the CONSULTANT'S standard rates.

D. **Premium Rate Adjustment.** Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees as appropriate. Accelerated schedule

and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

All work and compensation under this Work Authorization shall be in accordance with the base agreement dated August 28, 2012 which is incorporated herein by reference.

OWNER:	CONSULTANT:
BULLOCH COUNTY	**W.K. DICKSON & CO., INC.**
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
Witness:_____	Witness:_____
Title:_____	Title:_____

Revised September 6, 2013

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP014-9021-31 (031)
PID - T004978

BULLOCH COUNTY DO NOT DATE

**LIMITED PARTICIPATION

STATE OF GEORGIA ** DO NOT UNSTAPLE T
ENTER ALL REQUIRE
FULTON COUNTY EITHER BY HAND OR

THIS AGREEMENT made and entered into this the _____ day of _____, 2013, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and BULLOCH COUNTY(hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

REHABILITATE TAXIWAY LIGHTING AT THE STATESBORO - BULLOCH COUNTY AIRPORT IN STATESBORO, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T004978/AP014-9021-31(031) BULLOCH, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2001 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated February 17, 1989.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is THREE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED TWENTY and 00/100 Dollars ($361,620.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of SEVENTEEN THOUSAND SIX HUNDRED SIXTY and 00/100 Dollars ($17,660.00) and federal funds in the amount of THREE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY-EIGHT and 00/100 Dollars ($325,458.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is THREE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED EIGHTEEN and 00/100 Dollars ($343,118.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its proarata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of EIGHTEEN THOUSAND FIVE HUNDRED TWO and 00/100 Dollars ($18,502.00).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated April 3, 2013. A copy of the compliance document is available from the DEPARTMENT's Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2001 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated February 17, 1989, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until August 31, 2016 whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that BULLOCH COUNTY is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of the BULLOCH COUNTY BOARD OF COMMISSIONERS, who has been duly authorized by the BULLOCH COUNTY BOARD OF COMMISSIONERS, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

_____

Commissioner (SEAL)

ATTEST: _____

Treasurer

Please Affix County SEAL

Executed on behalf of

BULLOCH COUNTY

This the _____day

of_____, 2013

_____

CHAIRMAN

_____

PRINTED NAME

WITNESS FOR:

BULLOCH COUNTY

_____

This contract approved by

BULLOCH COUNTY

at a meeting held at:

_____

This the _____ day

of _____, 2013.

_____

Clerk

_____

Federal ID/IRS #

STATESBORO - BULLOCH COUNTY AIRPORT
STATESBORO, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT PROJECT NUMBER: AP014-9021-31 (031) BULLOCH
PID - T004978

Rehabilitate Taxiway Lighting

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FAA FUNDS	%	GDOT FUNDS	%
1	FAA	Bidding Phase Services	EA	7,918.00	$ 1.00	$ 7,918.00	$7,126.20	90%	$0.00	0%
2	FAA	Bid Advertisment	EA	500.00	$ 1.00	$ 500.00	$450.00	90%	$0.00	0%
3	M-101	Mobilization	LS	1.00	$ 24,000.00	$ 24,000.00	$21,600.00	90%	$1,200.00	5%
4	M-101	Airfield Barriers	EA	62.00	$ 75.00	$ 4,650.00	$4,185.00	90%	$232.50	5%
5	P-156	Construction Exit	EA	2.00	$ 1,000.00	$ 2,000.00	$1,800.00	90%	$100.00	5%
6	L-108	Cable Trench in Grass	LF	20,000.00	$ 1.00	$ 20,000.00	$18,000.00	90%	$1,000.00	5%
7	L-108	No. 8 AWG, L-824C, Cable	LF	23,200.00	$ 1.05	$ 24,360.00	$21,924.00	90%	$1,218.00	5%
8	L-108	Bare Counterpoise Wire	LF	18,800.00	$ 1.25	$ 23,500.00	$21,150.00	90%	$1,175.00	5%
9	L-109	L-828 Constant Current Regulator, 20 kW	EA	1.00	$ 12,800.00	$ 12,800.00	$11,520.00	90%	$640.00	5%
10	L-110	1 Way - 4" HDPE Directional Bore	LF	530.00	$ 25.00	$ 13,250.00	$11,925.00	90%	$662.50	5%
11	L-125	Existing Light Removal	EA	195.00	$ 60.00	$ 11,700.00	$10,530.00	90%	$585.00	5%
12	L-125	Existing Sign Removal	EA	15.00	$ 300.00	$ 4,500.00	$4,050.00	90%	$225.00	5%
13	L-125	MITL, Quartz, Base Mounted	EA	42.00	$ 550.00	$ 23,100.00	$20,790.00	90%	$1,155.00	5%
14	L-125	MITL, Quartz, Stake Mounted	EA	174.00	$ 325.00	$ 56,550.00	$50,895.00	90%	$2,827.50	5%
15	L-125	L-858 Sign Size 2, 1 Modules (halogen)	EA	12.00	$ 2,400.00	$ 28,800.00	$25,920.00	90%	$1,440.00	5%
16	L-125	L-858 Sign Size 2, 2 Modules (halogen)	EA	2.00	$ 3,585.00	$ 7,170.00	$6,453.00	90%	$358.50	5%
17	L-125	L-858 Sign Size 2, 4 Modules (halogen)	EA	1.00	$ 5,200.00	$ 5,200.00	$4,680.00	90%	$260.00	5%
18	L-125	Install PAPI's, RWY 14	EA	1.00	$ 11,000.00	$ 11,000.00	$9,900.00	90%	$550.00	5%
19	L-125	Install PAPI's, RWY 32	EA	1.00	$ 11,000.00	$ 11,000.00	$9,900.00	90%	$550.00	5%
20	FAA	Ulitlity Location	LS	1.00	$ 2,900.00	$ 2,900.00	$2,610.00	90%	$145.00	5%
21	FAA	Conatract Admin / Resident Inspection	EA	64,473.00	$ 1.00	$ 64,473.00	$58,025.70	90%	$3,223.65	5%
22	FAA	As Built Plans and AGIS Submittal	EA	858.00	$ 1.00	$ 858.00	$772.20	90%	$42.90	5%
23	FAA	DBE Update		1,391.00	$ 1.00	$ 1,391.00	$1,251.90	90%	$69.55	5%
		TOTAL PROJECT COST				**$361,620.00**	**$325,458.00**		**$17,660.00**	

			Fund Source
TOTAL MAXIMUM OBLIGATION OF STATE AND FEDERAL FUNDS THIS CONTRACT	**$325,458.00**	**FAA FY12**	**22127**
	$17,660.00	**FY14 State**	**01141**
	$343,118.00		

CFDA: 20.106
DUNS: 01-0109767

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of _____whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures less than $175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

_____ Date

_____ Signature

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: BULLOCH COUNTY

Contract No. and Name: T004978/AP014-9021-31 (031) BULLOCH

REHABILITATE TAXIWAY LIGHTING

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

_____
E-Verify / Company Identification Number

_____
Signature of Authorized Officer or Agent

_____
Date of Authorization

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_

_____
Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Please
Affix
SEAL

EXHIBIT C
Revised 12/01/11

Department of Transportation
State of Georgia

November 21, 2013

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T004978/AP014-9021-31 (031) BULLOCH
REHABILITATE TAXIWAY LIGHTING AT THE STATESBORO - BULLOCH COUNTY AIRPORT IN STATESBORO, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
107-1-01-SP	Legal Regulations and Responsibility to the Public
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

(For State Aid Contracts Only)

Section 107—Legal Regulations and Responsibility to the Public

Delete Subsection 107.23.A and substitute the following:

107.23 Environmental Considerations

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In compliance with GEPA, those projects for which Federal funding is sought, and NEPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or a grant of more that $250,000.00 is made by the State Agency to the municipality or County. The "responsible official of the government agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment."

A. The Following Projects Would Not Significantly Adversely Affect The Quality Of The Environment:

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with state money would not be subject to environmental assessment of any kind. Hearing procedures outline in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
   a. Modernization of an existing highway by resurfacing, restoration, rehabilitation, adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
   b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correcting substandard curves and intersections within previously disturbed existing right-or-way.
   c. Non-historic bridge replacement projects in existing alignment with no detour bridge.
2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.
3. Safety projects such as grooving, glared screen, safety barriers, energy attenuators, median barriers, etc.
4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.
5. Construction of bus shelters and bays within existing right-of-way.
6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster of catastrophic failure to restore the highway for the health, welfare, and safety of the public.

B. The Following Projects May Not Significantly Adversely Affect The Quality Of The Environment:

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the "GEPA Investigation Studies" checklist.

The types of projects that would fall under the category, would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.
5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

C. The Following Projects May Significantly Adversely Affect The Quality Of The Environment:

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

D. EER Procedure:

GEPA calls for consideration of the "cumulative effect of the proposed government actions on the environment.....if a series of proposed government actions are related either geographically or as logical parts in a chain of contemplated actions." Therefore, EER's for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.
2. In compliance with GEPA the following shall be contained in the EER, at a minimum:
   a. Cover sheet;
   b. Executive summary;
   c. Alternatives, including the no-build;
   d. Relevant environmental setting; Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
   e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
   f. Unavoidable adverse environmental effects;
   g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
   h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
   i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;

3. At least 45 days prior to making a decision as to whether to proceed with the undertaking, publish in the "legal organ of each County in which the proposed governmental action or any part thereof is to occur, notice that an environmental effects report has been prepared".
4. The County or Municipality shall send a copy of the EER and all other comments to the Director, EPD.
5. The County or municipality shall make the document available to the public and agencies, upon request.
6. A public hearing will be held in each affected county if at least 100 residents of the State of Georgia request on within 30 days of publication in the legal organ of an affected County. The responsible official or his designee may hold a public hearing if less than 100 requests are received. (The county or municipality is not relieved of other State legal requirements of public hearings, however.)
7. Following the public notice period and/or public hearing, a summary of the document, comments received and recommendation as to whether to proceed with the action as originally prepared, to proceed with changes, or not to proceed will be prepared (Notice of Decision).
8. This decision document, when signed by the responsible official, will be sent to the director, EPD, and an abbreviated notice of the decision will be published in the legal organ of each County in which the proposed governmental action or any part thereof is to occur.

Any mitigation measures identified in the EER will be incorporated into the final project plans.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

Date: July 3, 2001
First Use Date 2001 Specifications: November 1, 2002

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 109—Measurement & Payment
(City/County Contracts)

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: December 3, 2013		
Administration: Clerk of the Board	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To reappoint Theresa Jackson to serve another term on the Board of Elections and to appoint Hadley Campbell to the Board of Elections.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The terms of the Elections and Registration Board are for 4 fiscal years (January 1st- December 31st); The Board Members are appointed by the Board of Commissioners.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES	N	AMENDMENT REQURED?	YES	
			NO			NO	X
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT	X	Applications for Ms. Jackson and Mr. Campbell are attached.					
NEW BUSINESS							
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 11.25.2013		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Bulloch County
Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
Statesboro, GA 30459
cstrickland@bullochcounty.net

Your application will be given every consideration as vacancies occur.

Check the boards/commissions/committees in which you are interested:

- ☐ Airport Committee
- ☐ Animal Shelter Advisory Committee
- ☐ Board of Health
- ☐ Development Authority
- ☐ Hospital Authority
- ☐ Keep Bulloch Beautiful Board
- ☐ Recreation Advisory Committee
- ☐ Planning and Zoning Commission
- ☒ Other: Board of Election + Registration

Mr. ☐ Ms. ☒ Name Theresa S. Jackson Date _____

Address 4007 Carolina Trl - Statesboro, GA 30458

Phone: Day 912-489-2600 Night 912-489-5234 Email theresa.jackson@fmbnk.com
Cell 912-690-5234

Bulloch County Resident? yes If so, since when? 1958

County / State of Former Residence Richmond County

Educational Background two year tech certificate

Occupation Customer Service Representative Employer Farmers and Merchants Bank

Occupational Background

Lions Club, OES, GSU Music board

Community Activities (organizations, club, service groups, etc.)

Interested in the process of voting, Love people

Reason for Applying for this Board / Commission / Committee

Reapplying as board member

Can attend day meetings? yes Can attend night meetings? yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.

Bulloch County
Application for Community Service

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Bulloch County Manager's Office
P.O. Box 347, 115 North Main Street
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Check the boards/commissions/committees in which you are interested:

- ☐ Airport Committee
- ☐ Animal Shelter Advisory Committee
- ☐ Board of Health
- ☐ Development Authority
- ☐ Hospital Authority
- ☐ Keep Bulloch Beautiful Board
- ☐ Recreation Advisory Committee
- ☐ Planning and Zoning Commission
- ☑ Other: BOARD OF ELECTIONS

Mr. ☑ **Ms.** ☐ **Name** HADLEY CAMPBELL **Date** 10-23-13

Address 118 PINE BLUFF

Phone: Day 912 687 0430 **Night** 912 489 1707 **Email** jcamp@nctv.com

Bulloch County Resident? YES **If so, since when?** 1972

County / State of Former Residence CHATHAM - SAVANNAH GA

Educational Background BA - GEORGIA SOUTHERN

Occupation SALES **Employer** COASTAL SASH

Occupational Background

DOWNTOWN ROTARY - PITTMAN PARK UMC - SOUTHERN BOOSTERS

Community Activities (organizations, club, service groups, etc.)

REC ADVISORY BOARD

COMMUNITY SERVICE TO COUNTY/CITIZENS

Reason for Applying for this Board / Commission / Committee

Can attend day meetings? YES **Can attend night meetings?** YES

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) 12-3-2013		
Recreation Department-Parks Division	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)
Approve the bid of $17,950.00 submitted by The Ginn Company for the replacement of the Brooklet Community Center roof, roof insulation, gutters, downspouts, and all necessary trim.

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

See attached memo.

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

APPROVED FOR AGENDA (Box 8)

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 UR		INITIAL		INITIAL		INITIAL CAS		INITIAL		INITIAL	
DATE 11/26/13		DATE		DATE		DATE 11.26.13		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATESBORO-BULLOCH

Parks and Recreation

Memorandum

To: Mike Rollins, Director

From: Tony Morgan, Manager – Parks Division

Subject: Brooklet Community Center Reroof

Date: November 20, 2013

We sent out bids for roof replacement on October 18, 2013 with a bid opening on November 19, 2013. We invited 8 different commercial roofing contractors in the surrounding area as well as placing an ad in the Statesboro Herald, advertised it on the county web site, and on GLGA Marketplace Listings bid site. We received 6 bids from the invited roofing contractors. The lowest bid was received from The Ginn Company for a total of $17,950.00.

After reviewing the bids carefully I am confident The Ginn Company will do Statesboro-Bulloch County Parks and Recreation Department a quality job. It is my recommendation that we award the bid to The Ginn Company for the reroof and gutter replacement of the Brooklet Community Center.

If you have any questions, please let me know.

Tony Morgan

Tony Morgan

Statesboro-Bulloch County Parks and Recreation Department

TO: Tom Couch, County Manager	
FROM: Mike Rollins, Director Parks and Recreation	
DATE: 11/20/2013	
CHECKLIST FOR " Brooklet Reroof " BID	
ITEM	**REMARK**
Bid opening date and time	November 19, 2013 at 3 PM
Location of bid opening	North Main Annex, Library
Staff present for bid opening	Wyley Brannen
Total number of bids sent out by request from advertisement or public notice	0
Total number of bids sent out by invitation from vendor lists	8
Date bid was advertised in the Statesboro Herald	October 22, 2013 and November 5, 2013
Bid tabulation table attached	Included
Statement indicating the following: were all bids submitted by responsible vendors; did content meet standards for completeness and specifications; associated statements pointing out any discrepancies, substitutions or alternatives	Included
Recommendation as to which bid is most advantageous to the county	Included
Copy of bid package submitted to the vendor attached, including addenda attached	Included
Copy of bid form and any pertinent supplemental information received from each vendor attached	Included
Properly completed "Agenda Item Summary" attached	Included

MEMORANDUM

Date: **November 19, 2013**

To: **Mr. Tom Couch**

From: **Harry Starling**

Subject: **Brooklet Community Building Roof and Gutters Bid Report**

Sealed bids were opened at Bulloch County Annex on November 19, 2013 at 3:00 P.M. for Brooklet Community Building Roof and Gutters.

Six (6) bids were received.

Bids received are as follows:

VENDOR	BID PRICE
Ginn Company	$17,950.00
Roofing Professionals Inc	$21,550.00
Chandler Roofing	$23,500.00
Metal Crafts	$24,600.00
Smith Steel	$25,936.00
Southeast Roofing Solution	$39,000.00

The bids are to be evaluated and an agenda item summary prepared for the BOC meeting.

BULLOCH COUNTY BOARD OF COMMISSIONERS
STATESBORO/BULLOCH COUNTY PARKS & REC. DEPT.

115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458
STATESBORO-BULLOCH COUNTY RECREATION DEPARTMENT

INVITATION TO BID

RE: BROOKLET COMMUNITY BUILDING ROOF & GUTTERS

Sealed bids from qualified vendors will be received by the Bulloch County Board of Commissioners on behalf of the Statesboro-Bulloch County Recreation Department at 115 North Main Street, Statesboro, Georgia 30458 (mailing address PO Box 347, Statesboro, Ga. 30459) until 3:00 p.m., legally prevailing time on November 19, 2013 for Brooklet Community Building roof & gutters. Bulloch County is asking for a guaranteed price on all items bid.

At the time and place noted above, the bids for listed items will be opened and read. Late bids shall not be accepted.

Please address or deliver bids to the attention of Kenneth Trapnell, Purchasing Manager.

The outside of the sealed envelope shall include the wording: BROOKLET COMMUNITY BLDG. ROOF IFB, Bid Opening November 19, 2013 @ 3:00 p.m. Attention Kenneth Trapnell, Purchasing Manager.

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

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

Local Buying Preference: A local vendor is considered any vendor who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial

administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation. For all purchases over $5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

TERMS & CONDITIONS

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

Insurance- Contractor shall maintain at a minimum the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and with an endorsement naming Bulloch County as an additional insured; and (iii) automobile liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Workman's Compensation and Employer's Liability in limits of liability as provided by statutes of the State of Georgia.

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

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

For project management contact: Wyley Brannen @ 912-687-2617 or wbrannen@bullochrec.com.

For procurement or additional information contact: Kenneth Trapnell at 764-0436 or ktrapnell@bulloch.net.

Note: It is the vendors responsibility to check bullochcounty.net for any addendums that might be issued.

Note: The bid can be viewed on bullochcounty.net. Click on government, click on f-p, click on procurement, view bid.

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

Specifications

The roof at the Brooklet Community Building presently is in need of replacement. This bid shall include:

- The removal of existing roof and insulation
- The removal of existing gutters and downspouts
- Fabricate and install new roof panels and insulation (24 gauge steel panels) R-36 panel with an 1-1/4" deep profile ribs. Ribs shall be 12" on center and the panels total coverage when installed shall be 36" with exposed fasteners. Insulation shall be R-10 in widths 72"
- Fabricate and install new gutter and downspouts of the same material and finish to match the roof. Gutter detail below. (24 gauge steel)
- Fabricate and install new trim of the same material and finish to match the roof. (24 gauge steel)
- Color to be picked by SBCPRD
- Material shall be 24 gauge steel with Kynar finish
- Provide all safety and equipment for roof and gutter installation
- Dispose of all material removed

1. Measurements/ Submittals

Qualified vendors can meet with Wyley Brannen on taking measurements at the building location. Upon request, an appointment can be made by calling 912-687-2617 or by email wbrannen@bullochrec.com.

2. Quality Assurance

The awarded vendor must employ skilled workers who custom fabricate products similar to those required for this project and whose products have a record of successful in-service performance.

3. Delivery, Storage, and Handling

Deliver no components to project until areas are ready for installation.

4. Warranty

1. Provide manufacturer's warranty against defects in materials.
2. Warranty shall provide material and labor to repair or replace defective materials.

5. Maintenance

Provide maintenance requirements as specified by the manufacturer.

6. Materials / Thickness

24 gauge steel for panels, gutters, downspouts, flashings, and trim.

7. Accessories

Screws shall match the panel color.
Tape sealants used where manufacturer recommends.
Foam closures used where manufacturer recommends.

8. Finishes

1. Color to be picked by SBCPRD.
2. Provide surface with a uniform finish.

9. Installation

1. Install components plumb, level, and rigid per manufacturer's specs.
2. Provide product in largest pieces available.

10. Repairs

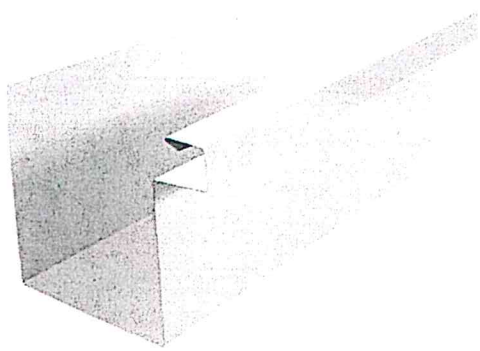
Repair or replace damaged work to SBCPRD satisfaction.

11. Cleaning and Protection

Keep components clean during installation.

12. Schedule of work

Installation of roof and other components will be scheduled with the awarded vendor after all purchasing procedures have been met.



This is the gutter profile we want to go back with. A five inch back, four inch bottom, four inch front, and one inch step out, up and back in. The downspout is rectangular and is three inches by four inches.

BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GA 30458

BID FORM

1- Total Bid Price for Brooklet Community Building Roof and Gutters

$_____

Name of Bidder: _____

Address: _____

Signature: _____ Title: _____

Date: _____

VENDOR INFORMATION SHEET

1. Firm:_____

   Address:_____

   _____

2. Orders to be mailed to:

   Firm:_____

   Address:_____

   _____

3. Payments to be mailed to:

   Firm:_____

   Address:_____

   _____

4. Contract Administrator

Name:_____

Title:_____

Address:_____

Phone:_____

5. Payment Terms: Net 30 days

SUPPLEMENTAL DOCUMENTATION

FORM A: NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefore by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ___ day of _____ 20__.

NOTARY PUBLIC _____

FORM B: VENDOR DECLARATION
The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of work.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said cope of work.

That the Bulloch County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this proposal the vendor acknowledges that the Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

_____
Name Title

_____
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this ___ day of _____ 20__.

NOTARY PUBLIC _____

FORM C: FORM OF CONTRACT

CONTRACT FOR ROOF AND GUTTERS

STATE OF GEORGIA

BULLOCH COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners** (hereinafter referred to as the **"COUNTY"**) and _____ (hereinafter referred to as the **"CONTRACTOR"**).

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and,

WHEREAS, the proposal submitted by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and,

WHEREAS, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

1. **Character of the Work:**

The **CONTRACTOR** agrees to perform, in a manner satisfactory to the **COUNTY**, removal & installation of new gutters for All Areas as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. Exhibit "A" consists of the Invitation to Bid and associated documents, including but not necessarily limited to the Terms and Conditions, Bid Specifications, General Information, and Bid Form.

2. **Compensation:**

The **COUNTY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the bid price set forth in Exhibit "A". Services can be altered or eliminated by location and/or frequency. Compensation to the **CONTRACTOR** would be modified by the amounts noted in the contract or a mutually agreed upon price. **CONTRACTOR** shall submit invoices at the completion of the project, and payment shall be due within ten (10) days of receipt of the invoice by the **COUNTY**. All payments shall be mailed to the **CONTRACTOR**, unless prior arrangements to pick up the payment have been made.

3. **Term of Agreement:**

The term of this Agreement shall be for a period commencing on _____ and ending on _____.

4. **Termination:**

If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

5. **Indemnification:**

The **CONTRACTOR** shall hold harmless and indemnify the **COUNTY** and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the **CONTRACTOR'S** performance of this Agreement.

6. **Proof of Insurance:**

The **CONTRACTOR** shall maintain insurance in the types and amounts stated in Exhibit "A" during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the **COUNTY** prior to commencing performance under this Agreement.

7. **Assignability/Transferability:**

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **COUNTY.**

8. **Entire Agreement; Amendments:**

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. **Notices:**

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the **COUNTY**: Thomas M. Couch, County Manager
Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, GA 30459

If to the **CONTRACTOR**:

If sent via regular U.S. mail, such written notice shall be deemed to have been "received" three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

10. **No Waiver:**

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party's right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

11. **Immunity:**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

12. **Legal Construction; Severability:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the **COUNTY** and the **CONTRACTOR** have executed this Agreement as of the first date above written.

COUNTY:	**CONTRACTOR:**
BY:_____	**BY:**_____
TITLE: COUNTY MANAGER	**TITLE:** _____
Attest: _____	**Attest:** _____
DATE: _____	**DATE:** _____

IMMIGRATION AND SECURITY FORM

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act (O.C.G.A. 13-10-90 *et seq.*), Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at https://www.visdhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.*

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at https://www.vis-dhs.com/Employer Registration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.*

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at https://www.vis-dhs.com/Employer Registration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.*

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

_____ _____

Signature Title

Firm Name:_____

Street/Mailing Address:_____

City, State, Zip Code:_____

Telephone Number:_____

Email Address:_____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

By:_____ _____
Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 20___.

_____
Notary Public
My Commission Expires:

_____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: December 3, 2013		
Finance	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

To approve a Resolution and agreement for deposit account with BB&T

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

See attached information

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CAS	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	12.03.2013	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

BB&T

RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

Bulloch County Board of Commissioners
Name of Organization

EIN

- ☐ Corporation
- ☐ Unincorporated Association
- ☐ Limited Liability Company
- ☒ Government Entity
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietorship
- ☐ Non-Profit Corporation
- ☐ Other

I, the undersigned, hereby certify to BB&T that I am the Secretary/Assistant Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Person) of the above named Organization duly organized and existing under the laws of the State of Georgia; and that the foregoing is a true copy of resolutions duly adopted by the Organization at a meeting held on December 3, 2013, and that such resolutions are in full force and effect and have not been amended or rescinded:

RESOLVED, that BB&T is hereby designated as a depository institution for the Organization and the Organization agrees to be bound by the BB&T deposit account agreement and all other rules and regulations of the bank and that any person designated as a, "Designated Individual" is hereby authorized on behalf of the Organization and in its name to endorse any and all checks, drafts, notes, certificates of deposit or any other instrument or orders for the payment of money to the Organization, which endorsement may be in writing, by stamp or otherwise, it being understood that on all such items all prior endorsements are guaranteed by the Organization irrespective of the lack of an express guarantee in the endorsement of the Organization; and

FURTHER RESOLVED, that any Designated Individual be and is hereby authorized to open any deposit account with BB&T but only those individuals who actually execute a BB&T signature card shall have access to and be permitted to conduct transactions on any deposit account in the name of the Organization; and

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Organization, without inquiry to or responsibility for the application of the proceeds thereof, all checks drafts, notes or other orders for the payment, withdrawal or transfer of funds or money in the accounts of or to the credit of the Organization and any instructions regarding the same, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Organization, when signed, accepted, endorsed or approved as evidenced by an original or facsimile signature of any ONE of the following persons, hereinafter referred to as a "Designated Individual".

Designated Individual Signature	Printed/Typed Name	Title
	J Garrett Nevil	Chairman
	Thomas M Couch	County Manager
	J Harry Starling	CFO

FOR BANK USE ONLY

Prepared By _____ **Date** _____

Center _____ **Bank No.** _____ **State** _____

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

8010 (0703)

FURTHER RESOLVED, that any authority granted herein shall not be limited to the above named Designated Individuals, but shall extend to such additional or different individuals as are named as being so authorized in any written notification signed by any of the above Designated Individuals; and

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, certify, pay or exchange any items bearing the signature of any one Designated Individual even though such payment may create an overdraft or even though such item may be drawn or endorsed to the order of any Designated Individual signing the same or tendered by such individual or a third party for exchange or cashing, or in payment of the individual obligation of such party, or for deposit to such individual's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Organization assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Designated Individual or person authorized by same, regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any item if such signature reasonably resembles the specimen or facsimile signature of the Organization, or for refusing to honor any signatures not provided to BB&T, and that the Organization agrees to indemnify BB&T against any and all claims, demands, losses, costs, damages or expenses, (including reasonable attorney's fees) suffered or incurred by BB&T resulting from or arising out of any such payment; and

FURTHER RESOLVED, that any Designated Individual or person authorized thereby, is authorized to execute and deliver any night depository agreement; to enter into any agreement for the provision of cash management services; to lease a safe deposit box, to execute an electronic fund transfers agreement, to enter into an agreement to obtain a deposit access device, to enter into an agreement to obtain credit cards on behalf of the Organization, and to enter into other agreements relating to the deposit accounts at BB&T.

FURTHER RESOLVED, that any and all prior resolutions executed on or behalf of the Organization are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Organization officially notifies BB&T to the contrary in writing and that BB&T may conclusively presume that this resolution and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Organization, but that the Organization, as changes to the Designated Individuals are made, will immediately report and certify such changes to BB&T through submission of a new Resolution And Agreement For Deposit Account and signature card and BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, the signature of any Designated Individual so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer or employee of this Organization on its behalf and in its name with BB&T prior to the delivery of this Resolution And Agreement For Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,
this 3rd day of December, Year 2013.

For Corporations including Non-Profit:

_____ (Seal)
Secretary/Assistant Secretary

(Corporate Seal)

For All Other Entities:

_____ (Seal)

_____ (Seal)

_____ (Seal)
(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

TMA

Tax ID #:

BB&T
TREASURY MANAGEMENT AGREEMENT

THIS AGREEMENT is made _____ day of _____, 20 ,
By and between Bullock County Board of Commissioners ("Customer") and
Branch Banking and Trust Company ("Bank") .

1. Service

   Subject to the terms and conditions contained in this Agreement, the Commercial Bank Services Agreement ("CBSA") and any Attachment which describe specific Treasury Management ("Services") (whether attached hereto or relating to any Service requested subsequent to the date of this Agreement), each of which are incorporated herein by reference, Bank will furnish Customer with those Services that it may request. Customer agrees to pay for all said Services in accordance with this Agreement and the Bank's current fee schedule for such Services. Initiation by Customer of any Services constitutes acceptance of the terms and conditions of this Agreement, the CBSA and any applicable Attachment.

2. Customer's Duties. Customer shall:

   a) Perform and observe all conditions, covenants and restrictions as set forth in this Agreement and any Attachments, and if required by a particular Service, maintain, at a minimum, a Deposit Account at Bank subject to the CBSA.

   b) Pay any bill rendered by Bank within 30 days after the billing date and grant to the Bank a right of set-off in all of Customer's deposit accounts for any bills, costs or expenses owed to Bank under this Agreement or any Attachment.

   c) Warrant that Customer is fully authorized to effect transaction concerning any account, whether or not in Customer's name, that at Customer's request is the subject of, or is affected by, any Service.

   d) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies or fraudulent transactions. Customer agrees that the Bank will not be liable for any erroneous, unauthorized or fraudulent transaction resulting from the Customer's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Customer agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Customer further agrees that the Bank will not be liable for any erroneous, fraudulent or unauthorized transaction which was not otherwise caused by the Bank's gross negligence or willful misconduct.

   e) Indemnify and hold Bank, its affiliates, subsidiaries, officers, directors and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense resulting from: (a) any breach or default by the Customer in the performance or observance of this or any other Agreement; (b) any negligence or willful misconduct of the Customer; (c) incorrect, incomplete, or inaccurate data or information furnished by Customer to Bank; (d) any action taken by Bank (i) at the direction of Customer or its agent, (ii) at any direction authenticated by any device, symbol, or code assigned to or chosen by Customer in connection with a Service (unless Bank has actual knowledge that such direction is unauthorized), or (iii) in accordance with the procedures set forth in any Attachment.

3. Bank's Duties. Bank shall:

   a) Instruct Customer and its personnel in the proper use and operation of the Service(s) furnished herewith.

b) Exercise ordinary care in the performance of Bank's obligations under this Agreement and any Attachment, including the maintenance of the confidentiality of Customer's account and of any identification device, symbol, or code utilized by Customer in obtaining a Service.

c) Not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement or any Attachment, or for any error in transmission which: (i) was not caused by the Bank's gross negligence or willful misconduct; (ii) results from any malfunction, including date related processing, that may occur in Customer's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or financial institutions, intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.

d) Consistent with any security procedures agreed upon between Bank and Customer, confirm the identity of any person executing a transaction pursuant to this Agreement or any Attachment. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.

e) Indemnify and hold Customer harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against Customer to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to Customer shall be limited to direct losses suffered by Customer, not to exceed the sum of the fees and charges then imposed for Services purchased by Customer hereunder for a period of one year.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term.

a) This Agreement shall remain in full force and effect on the same terms and conditions as expressed herein, or as may be amended, until such time as it is terminated by either party as provided herein. Subject to section 4(b) and 4(c), either party may terminate this Agreement or any Service by giving thirty (30) days prior written notice to the other party. The liabilities of the parties shall cease on the effective date of termination, except as to events that shall have previously occurred.

b) All Services are provided subject to applicable laws and rules. In the event Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules, this Agreement or a specific Service may be terminated immediately upon written notice by Bank to Customer.

c) In the event of Customer's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank the Customer is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately by giving written notice to Customer.

5. Miscellaneous.

Bank may amend this Agreement and any Attachment, including any provision as to fees, by giving Customer prior written notice of the amendment, but this Agreement may not otherwise be amended or assigned except in writing signed by both parties.

a) Any notice under this Agreement shall be deemed given: (i) to Bank when such notice is received at its Payment Solutions Division, Attn: Payments Client Support, 5130 Parkway Plaza Boulevard, 500-96-01-05, Charlotte, NC 28217-1964, or at such other location as Bank may hereafter provide to Customer in writing;

(ii) to Customer when mailed, postage prepaid, or delivered to Customer's current address, as shown on Bank's records.

b) All information, whether printed, written or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the CBSA.

c) This Agreement, together with the CBSA and any applicable Attachments contain the entire understanding of the parties and supersedes any previous discussions, proposals, or agreement, whether oral or written. In the event of any conflict between a provision set forth in this Agreement and a provision contained in an Attachment, the latter provision shall prevail. This Agreement shall not supersede or govern any other banking or lending relationship between the parties.

d) The invalidity of any provision of this Agreement, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. This Agreement shall be governed, as to both interpretation and performance by the laws of the State in which Bank's main office is located, without regard to its conflict of laws provisions.

e) Either party has the option of requiring that all disputes that may arise between the Customer and Bank, or any affiliate of the Bank, related to this Agreement, any Attachment or Services, or any products or investments provided to Customer shall be decided by arbitration held in the city where the Bank's main office is located. The parties are also advised that: (i) Arbitration is final and binding on the parties; (ii) The parties are waiving their rights to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and different from that in court proceedings; (iv) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrator is strictly limited; and (v) The panel of arbitrators may include arbitrators who were or are affiliated with the banking or securities industry. Any arbitration shall be conducted under the Rules of the American Arbitration Association ("AAA"), except that arbitration of disputes involving a Broker-Dealer affiliate of the Bank may be conducted under the Rules of the National Association of Securities Dealers ("NASD") or an Exchange or self-regulatory organization of which the Broker is a member. In matters involving the Broker as a party, the Customer may elect in the first instance whether arbitration shall be by the AAA, NASD, an Exchange or other self-regulatory organization of which the Broker is a member, but if the Customer fails to make such election, by registered letter to the Broker at the Broker's main office, before the expiration of ten days after receipt of a written request from the Broker to make such election, then the Broker may make such election.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the day and year first above written. Customer hereby acknowledges receipt of copies of this Agreement and any applicable Attachments and consents to the terms and conditions contained therein. *Customer further acknowledges and consents to the pre-dispute arbitration clause contained in the paragraph 5(e) above.*

CUSTOMER *	BANK
Signed:_____	Signed:_____
By: Thomas M. Couch	By: _____
Title: County Manager	Title: _____

* Individual signing as "Customer" above must be an authorized individual appearing on the ***BB&T Resolution and Agreement for Deposit Account.***

FORWARD COMPLETED DOCUMENT TO YOUR PAYMENT SOLUTIONS SALES REPRESENTATIVE:

Name: _____ **Fax # / Email Addr:** _____

BB&T Payment Solutions

SSP
CMOL#

Standard Security Protocol for BB&T CashManager OnLine®

Criminal attempts to access bank accounts and steal from businesses are becoming more sophisticated in today's online environment. Malicious attempts to steal cash and/or steal information that can be converted to cash are increasingly common. In addition to direct financial loss, your business could also suffer lost productivity, legal costs and reputational loss. As a result, any user access and activity can expose your business to fraud. It is therefore critical that all employees entitled to access CashManager OnLine utilize all standard security features.

Liability

As a user of CashManager OnLine, you have an obligation to safeguard your credentials and account information from physical or electronic theft, including theft via malware on any/all computers used to conduct business via CashManager OnLine. Under the terms of your company's agreement with BB&T, BB&T is authorized to process payments upon receipt of your CashManager OnLine credentials. Furthermore, losses are not covered under Regulation E. Your company therefore is liable for any loss of information or funds due to payments originated with stolen credentials. BB&T closely monitors its systems to ensure only valid credentials are used to initiate funds transfers. Failure to safeguard your credentials physically or electronically can result in fraudulent access to your CashManager OnLine account, unauthorized funds transfers and financial loss to your company. It is critical to protect your credentials and computer systems by following Standard Security Protocol.

BB&T provides the following standard CashManager OnLine security features:

- **Logon Credentials.** Company System Administrators ("CSAs") are provided logon credentials. CSAs then create credentials for company users. A Temporary Password is created for each user who is subsequently prompted to change it at initial log in. Passwords expire every 30 days – new passwords should contain a mix of upper and lower case letters and numbers, contain no special characters, and be at least eight characters in length.

- **Security Token.** BB&T provides CSAs with security tokens for distribution to all company CashManager OnLine users. A security token is a small, connectionless device that generates a one-time passcode to use at log in. Once activated, every time a user logs in to CashManager OnLine, the token code allows BB&T to authenticate each user and allows them to validate that user to authenticate that they are logging in to a legitimate BB&T CashManager OnLine session every time. Additionally, company users that have Release authority for Account Transfers, Wire Transfers or ACH Transactions must further authenticate those transactions by performing the security token passcode process each time those transactions are submitted for release.

- **Trusteer Rapport.** Trusteer Rapport software protects your company's financial assets and business data during every CashManager OnLine banking session. BB&T will automatically prompt all company users to download Rapport via an in-browser message and hyperlink. Users should consult their IT or system administrator as necessary. Failure to download Rapport on any/all devices used for CashManager OnLine will result in discontinued access after a period of 45 days from initial user prompt.
- **Dual Approval for Payments.** Dual Approval for Payments requires one user to initiate a payment and a second user, with a second set of credentials and using a second computer, to approve the release of the payment.

- **User Entitlements.** Users should be entitled to only those functions and accounts necessary to perform their normal activities. These entitlements should be reviewed regularly.

- **Payment Limits.** A maximum wire transfer payment limit is assigned by BB&T based on your company's needs. This limit, along with other payment limits you have established for your company and individual users, should be routinely reviewed.

- **Event Notification Service.** Event notification allows users to receive messages via their selected delivery method when account payment activity occurs and when changes are made to a user's entitlements or profile. Notifications of unexpected activity enable action to be taken more quickly. Certain notifications – Administrative Alerts – are automatic to alert the company administrator(s) and/or affected user(s) of potentially suspicious activity. These include: new user set up, user modified or deleted, modifications to a user's security privileges, change in a user's email address, change in a user's Mobile data or Carrier's Text Delivery, password changes, changes to a user's service entitlements, account list or screen settings. (Note: "User" in these descriptions also includes administrator.)

While Standard Security Protocol will not guarantee the prevention of fraud or change your liability if fraud occurs, these featured components are recognized best practices in a layered approach to security. Rejecting the use of any component will put your company at greater risk for fraud. BB&T monitors anomalous activity and behavior. You may be periodically asked to validate transactions.

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BB&T Payment Solutions

Highly Recommended Security Measures and Sound Business Practices

- **Dual Approval for Administrative Changes.** Dual Approval for Administrative Changes provides you with added security by requiring that a second "Administrator of Record" (an additional CSA registered with BB&T vs. a user entitled to security privileges) approve all user profile, entitlement, setting, and account changes. These multiple Administrators of Record are maintained by BB&T and must have identical entitlements, settings, and accounts. This added security impedes fraudster attempts to gain administrative control. To establish Dual Approval for Administrative Changes, please contact BB&T Treasury Management Client Support at 800-774-8179.
- **Activity Limits and User Entitlements.** Implement limits on activities, payments, and active session thresholds by user and company.
- **Review Accounts Daily.** Notify BB&T immediately of unusual activity.
- **Employ Positive Pay and ACH Debit Block.** These features are widely recognized best practices for preventing unauthorized paper and electronic payments.
- **Use a Stand-alone Computer.** Designate one computer exclusively for online banking. Limit Internet access and prohibit email to minimize exposure to malware.
- **Exercise Sound Password Management.** Prohibit the sharing of passwords, require strong passwords with a mix of characters and cases, use a different password for each website accessed, and regularly change passwords. Do not store passwords on your computer in case it is compromised.
- **User Education.** Aware and alert CashManager OnLine users are an effective defense against payments fraud. Establish an online fraud awareness program and conduct regular training sessions. Conduct periodic risk assessments. Train all employees to recognize and prevent online fraud. BB&T regularly provides fraud prevention webinars for CashManager OnLine users, administrators, and company executives. Contact BB&T Treasury Management Client Support at 800-774-8179 to register. For current security information, please visit BBT.com/security.
- **Remain Alert.** BB&T will never ask for your login credentials, including requests to respond to or click on a link within an Event Notification message.
- **Report Immediately.** If you experience fraud, stop, quarantine your computer, and immediately contact BB&T Treasury Management Client Support at 800-774-8179.
- **Insurance.** Cyber theft occurring with the use of valid credentials is not covered by the bank. Discuss cyber theft with your insurance provider.

Understanding the Threat

The goal of online thieves is to trick you into providing your password, user ID, and token code(s) so they can access your CashManager OnLine account and steal money. To obtain your credentials, a thief may send you an email purportedly from a trusted source such as a government agency, business, or bank. The email may ask for your credentials directly or ask you to click on a link that secretly downloads malicious software to your computer. Malware may even be loaded on your computer by visiting seemingly innocent websites or through fake security updates. It is important to protect your computer as the malware can activate when you attempt to visit your online banking website and hijack your session, log your key strokes, or insert fake login pages into your browser. The malware can transmit your credentials to the thief for illicit use. The latest threats may not be detected by anti-virus software.

If you are concerned about the authenticity of a communication or experience unusual system behavior such as failed log ins, timeout, pop-ups, requests to download software (aside from Trusteer Rapport), maintenance screens, or failure to advance to the next screen, this may be a sign of fraudulent activity. **Stop and immediately contact BB&T Treasury Management Client Support at 800-774-8179.**

Acknowledgement

I acknowledge receipt of this BB&T Standard Security Protocol. I understand failure to use one or more of BB&T's Highly Recommended Security Measures could put my company at greater risk of fraud.

Bullock County Board of Commissioners

Company Name

Thomas M. Couch

Authorized Company Representative

Signature **Date**

Individual signing as Company Representative above must be an authorized individual appearing on the BB&T Resolution and Agreement for Deposit Account, or CashManager OnLine system administrator.

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