



Bulloch County Board of Commissioners Regular Meeting

March 4, 2014
Estimated Time: 1 Hour & 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; Chief Deputy, Jared Akins, Randy Newman, Zoning Administrator, Alan Davis, Interim Airport Manager, and Christopher Ivey Fire Chief

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 Rushing	5:32 PM	
Roll Call	Clerk of the Board	5:33 PM	
Zoning Agenda	Zoning Administrator	5:34 PM	Tab A
Approval of General Agenda	Chairman Nevil	5:40 PM	
Public Comments	Audience	5:42 PM	
Public Hearing & Action			
Proposed Abandonment of a Portion of County Road No. 181 a/k/a Dink Station Road	Transportation/Legal	5:52 PM	Tab B
Proposed Streetlight District for Birdie Court	Legal	6:02 PM	Tab C
Consent Agenda	Chairman Nevil	6:35 PM	
Approval of Minutes for the Regular Meeting & Executive Session held on February 18, 2014	Clerk of the Board		Tab D
To Approve an Airport Lease agreement with Dr. Russell Herrington	Airport/Legal		Tab E
To Approve a First Amendment Lease Agreement with Air Evac EMS, Inc.	Airport/Legal		Tab F
To Approve a termination of an Airport Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith	Airport/Legal		Tab G
To Approve an Airport Lease Agreement with Midcoast Aviation Services, LLC; Bobby Smith; Topflight Aviation of Georgia, Inc; and George Hitt	Airport/Legal		Tab H
To Approve an Airport Lease Agreement with KP Aviation LLC, Kelly Brown, and Phillip Roesel	Airport/Legal		Tab I
To Approve an Airport Lease Agreement with TJP@Jax, Inc. d/b/a The Jumping Place	Airport/Legal		Tab J

To Approve the purchase of from Contract Furnishings International for Chaise Lounge Chairs and Arms Chairs for Splash in the Boro	Parks & Rec/Splash in the Boro		Tab K
To Approve a Print Bid with Lewis Color for Recreation Guides, postcards and other brochures	Parks & Rec		Tab L
To Approve a proposal with the National Fire services for consultation services for assistance with the ISO Rating for the five mile district	Public Safety/Fire		Tab M
To Approve a bid with Freightliner of Savannah for Pot Hole Patcher with Cab and Chassis	Transportation		Tab N
To Authorize a Contract with Wethe and Associates for fringe benefits consulting	Capital Projects/Airport		Tab O
New Business	Chairman Nevil		
Discussion/Action: To adopt a Resolution to Approve Issuance of Obligations by the Public Finance Authority	Legal	6:40 PM	Tab P
Discussion/Action: To Adopt a Resolution to authorize sale of three parcels of real property by sealed bids	County Manager/Legal	6:45 PM	Tab Q
Commission and Staff Comments	Chairman Nevil, et al.	6:50 PM	
Adjourn	Chairman	7:00 PM	
Additional Information			
Background information in Board packets			



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	March 4, 2014
Application #:	CU2014-001	Application Type:	Conditional Use
Request:	Marty J. Beasley has submitted an application requesting a Conditional Use to be able to open a daycare. The property consists of 1 acre and is located at 375 Gordon Beasley Road. Janet Beasley is acting as agent.		
P&Z Recommendation	To approve with a 5-0 vote		

Applicant:	Janet Beasley	Acres in Request:	1
Location:	375 Gordon Beasley Road	Existing Lots:	1
Map #:	074 000025 011	Current Zoning:	R-40
Future Land Use:	Suburban-Neighborhood		
Directions to Property:	Take Williams Road across by-pass and turn right onto Gordon Beasley Road. Property will be on the left.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		Plan to use existing residence.
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for a suburban-neighborhood.

Existing Land Use Pattern: There are primarily rural residential, and agricultural uses at adjacent and nearby properties.

Zoning Patterns and Consistency: The proposed change appears to be consistent with the zoning patterns in the nearby area.



Bulloch County Departmental Review

Neighborhood Character: There is no evidence that the proposed change in use should injure or detract from existing neighborhoods.

Property Values: adjacent property values should not be affected by the proposed use.

WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and a community water system approval as required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 4.3 miles (response time 14 minutes) from the Statesboro Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Gordon Beasley Road is a county maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed use should not create a significant traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures.

E-911 AND EMERGENCY MANAGEMENT IMPACT

Street addresses can be easily assigned. The County Emergency Management Director should be contacted prior to construction.

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 8 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.

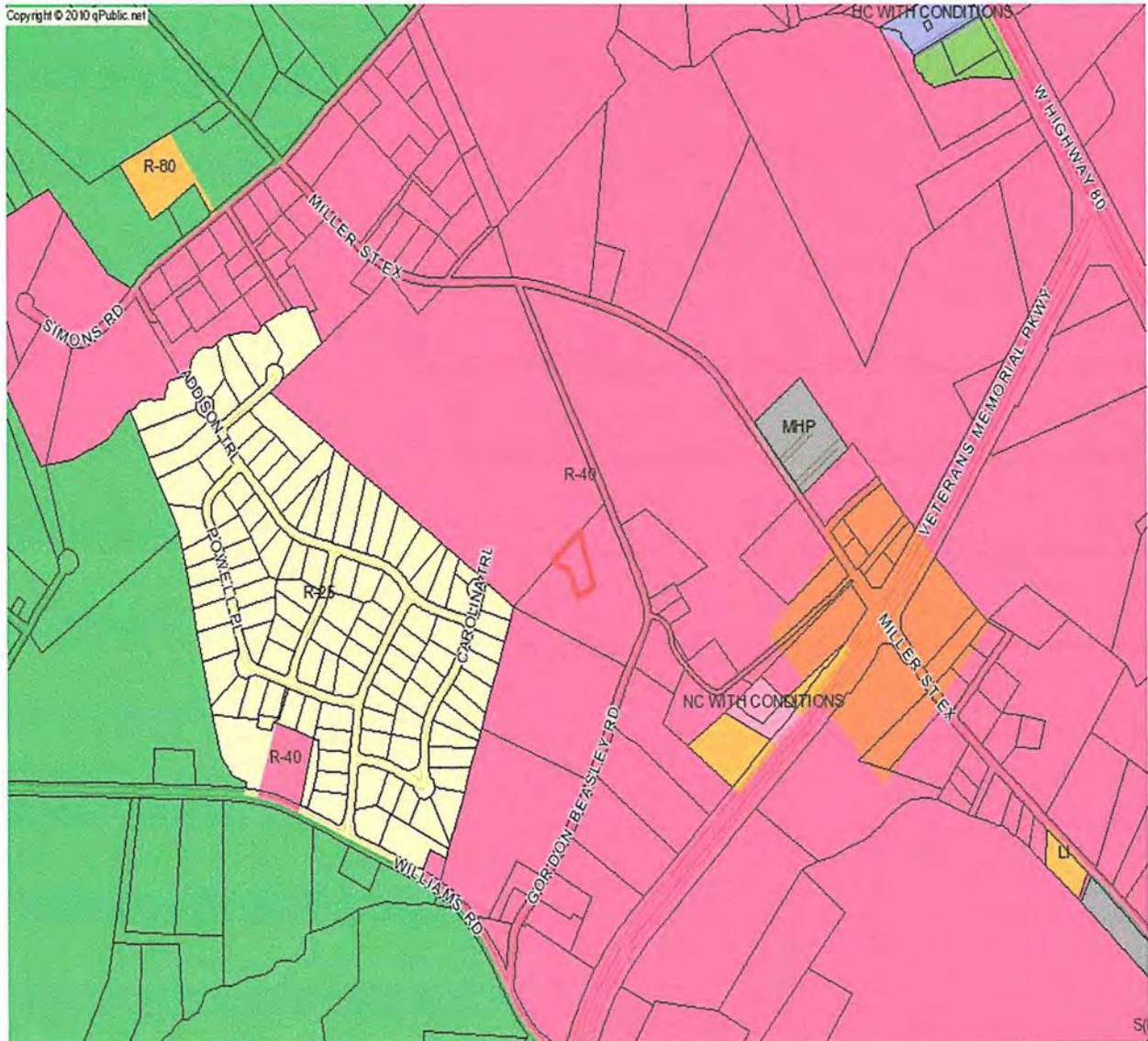
The staff recommends approval of the conditional use request.



Bulloch County Departmental Review

Participants

Tom Couch, County Manager; Andy Welch, Co. Planner; and Randy Newman, Zoning Admin.



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

DEPARTMENT MAKING REQUEST (Box 1) Transportation/Legal	MEETING DATE (Box 2) March 4, 2014		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Public Hearing on Proposed Abandonment of a Portion of County Road No. 181 a/k/a Dink Station Road

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

The attached petition has been submitted requesting that the Commissioners consider abandoning a portion of Dink Station Road, which portion is highlighted in yellow on the attached map. In accordance with Georgia law, the Commissioners must hold a public hearing on this issue before taking action to formally abandon this portion of the road. The attached public hearing notice was published in the Statesboro Herald on Thursday, February 20 and Thursday, February 27, and property owners on the road were personally notified of the hearing via certified letters. The legal standard for abandoning a county road is that the Commissioners must find that the road has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest.

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)	X	ATTACH DETAILED ANALYSIS, IF NEEDED (7c)			
CONSENT (6c)					
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	CS	INITIAL	g/s	INITIAL	
DATE		DATE		DATE		DATE	2.27.14	DATE	2/18/14	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

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

DEPARTMENT MAKING REQUEST (Box 1) Transportation/Legal	MEETING DATE (Box 2) March 4, 2014		
	RESOLUTION ATTACHED? (Box 3)	YES	X
NO			

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution to Abandon a Portion of County Road No. 181 a/k/a Dink Station Road

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

If, after conducting a public hearing, the Commissioners find that abandonment of a portion of Dink Station Road is warranted because it has ceased to be used by the public to the extent that no substantial public purpose is served by it or its removal from the county road system is otherwise in the best public interest, then the Commissioners may adopt the attached resolution to certify abandonment of the referenced portion of Dink Station Road.

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)							
NEW BUSINESS (6d)	X						
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CHS	INITIAL	JL	INITIAL	
DATE		DATE		DATE		DATE	2/27/14	DATE	2/18/14	DATE	

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



ROAD CLOSE AREA



0 375 750 1,500 Feet

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bulloch County Board of Commissioners will hold a public hearing on Tuesday, March 4, 2014 at 5:30 p.m. in the Community Room of the Bulloch County North Main Annex located at 115 North Main Street, Statesboro, Georgia 30458 for the purpose of receiving public input on and considering whether a portion of County Road No. 181, also known as Dink Station Road, should be abandoned and removed from the county road system because it has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest. The portion of Dink Station Road for which abandonment is being considered is from its intersection with County Road No. 188, also known as W. Rushing Road, to a point approximately 0.53 mile (or 2800 feet) south of said intersection. Citizens who would like to comment on these issues are invited to attend this hearing. For more information or special arrangements, contact the office of the Bulloch County Board of Commissioners at 912-764-6245 during regular business hours.

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2014 - ____

WHEREAS, the Bulloch County Board of Commissioners has considered abandoning a portion of County Road No. 181, also known as Dink Station Road, being described as that portion of said road from its intersection with County Road No. 188, also known as W. Rushing Road, to a point approximately 0.53 mile (or 2800 feet) south of said intersection, said portion being highlighted in yellow on the map attached hereto as Exhibit "A" (hereinafter "the portion of the aforesaid County Road"); and

WHEREAS, in accordance with the legal requirements of O.C.G.A. § 32-7-2, the Bulloch County Board of Commissioners has given proper notices and held a public hearing on said matter; and

WHEREAS, the Bulloch County Board of Commissioners has determined that the portion of the aforesaid County Road has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest;

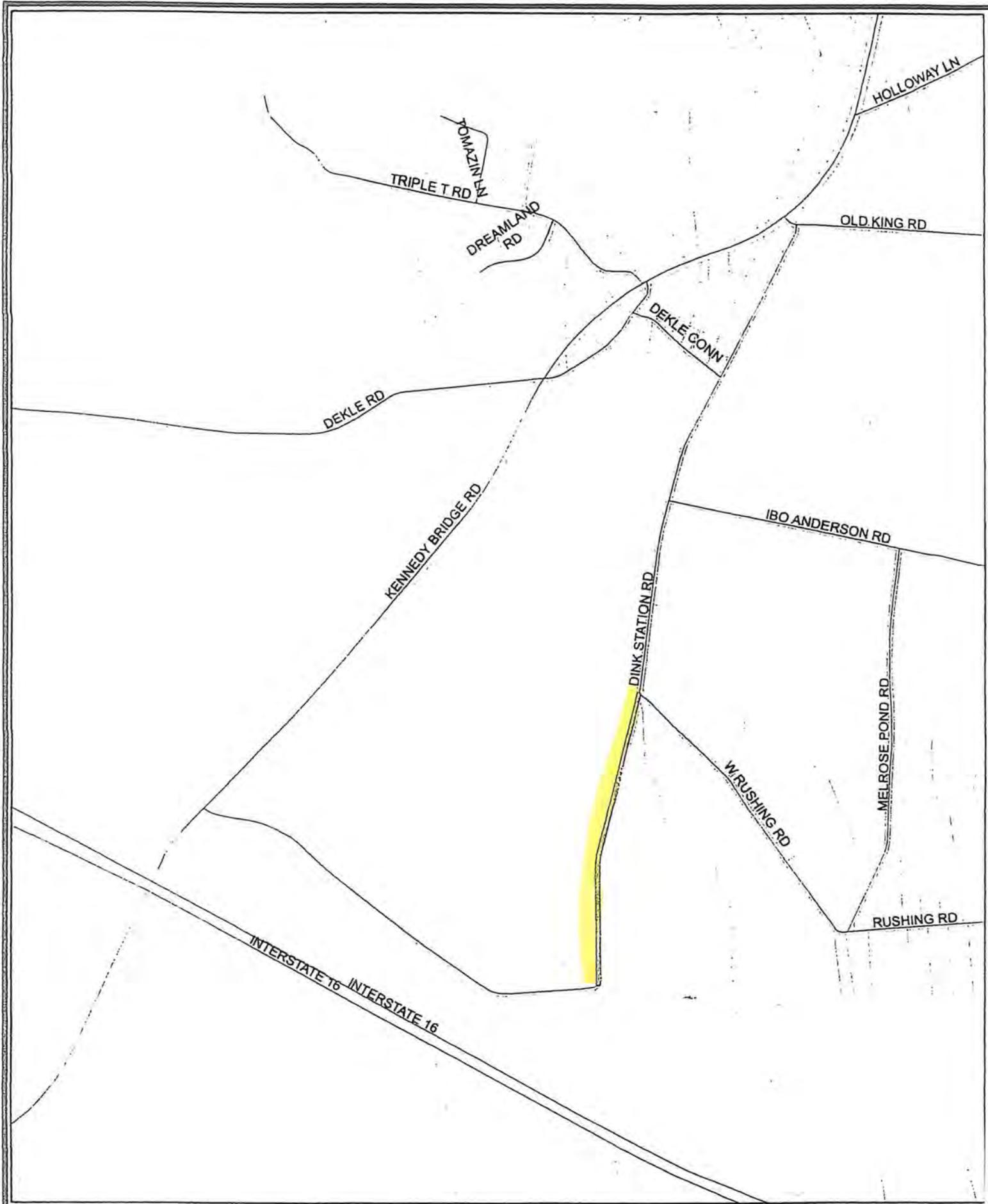
NOW THEREFORE, BE IT RESOLVED that the Bulloch County Board of Commissioners hereby certifies that the portion of the aforesaid County Road is hereby abandoned and shall no longer be a part of the county road system of Bulloch County, Georgia.

RESOLUTION APPROVED AND ADOPTED this 4th day of March, 2014.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy Strickland, Clerk



ROAD CLOSE AREA



0 375 750 1,500 Feet

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

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) March 4, 2014	
Legal	RESOLUTION ATTACHED? (Box 3)		YES
			X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution to Create Streetlight Tax District for Birdie Court

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

Residents of lots contiguous to that certain road named Birdie Court have submitted a petition to create a streetlight tax district for Birdie Court. A public hearing on this issue has been held as required by the street light district ordinance since at least 75% but less than 100% of the lot owners signed the petition. Adoption of the attached resolution will create this streetlight tax district in accordance with the terms thereof.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL G/S		INITIAL	
DATE		DATE		DATE		DATE 2/27/14		DATE 2/14/14		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

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

DEPARTMENT MAKING REQUEST (Box 1) Legal	MEETING DATE (Box 2) March 4, 2014		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Public Hearing for Proposed Streetlight Tax District for Birdie Court

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

Residents of lots contiguous to that certain road named Birdie Court have submitted a petition to create a streetlight tax district for Birdie Court. The petition was signed by at least 75% but less than 100% of the lot owners. In accordance with the streetlight district ordinance, a public hearing must be held on this issue since less than 100% of the lot owners signed the petition. Pursuant to the ordinance, the attached public hearing notice was published in the Statesboro Herald on Thursday, February 20, 2014, and a sign providing notice of the public hearing was placed on the property at least 10 days prior to the hearing.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)						
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES		
			NO	X		NO	X	
PUBLIC HEARING (6b)	X	ATTACH DETAILED ANALYSIS, IF NEEDED (7c)						
CONSENT (6c)								
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	Y/S	INITIAL	
DATE		DATE		DATE		DATE	2/27/14	DATE	2/14/14	DATE	

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

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2014 - ____

TO ESTABLISH A STREET LIGHT TAX DISTRICT FOR BIRDIE COURT; TO AUTHORIZE THE ASSESSMENT AND COLLECTION OF FEES FOR SAID STREETLIGHT TAX DISTRICT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia provides that special districts may be created for the provision of local government services within such districts, and that fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia further provides that such special districts may be created by county ordinance or resolution; and

WHEREAS, pursuant to said constitutional provision, the Bulloch County Board of Commissioners has enacted an ordinance governing the creation of streetlight tax districts, which ordinance is codified in Chapter 12, Article IV, Division 2 of the Code of Ordinances of Bulloch County, Georgia (hereinafter "the Ordinance"); and

WHEREAS, Section 12-103(a) of the Ordinance provides that new streetlight tax districts may be created upon submission of a proper petition and resolution of the Board of Commissioners as provided in the Ordinance; and

WHEREAS, Section 12-107(a) of the Ordinance provides that 75 percent of the owners of lots within the proposed streetlight district must sign a petition for the creation of a streetlight district for the petition to be presented to the Board of Commissioners for consideration; and

WHEREAS, Section 12-107(a) of the Ordinance further provides that unless 100 percent of the lot owners have signed the petition, a public hearing shall be held by the Board of Commissioners after having been advertised one time in the official organ of the County, and that a sign or signs shall be posted in the proposed streetlight district giving notice of the public hearing, at least 10 days before the public hearing; and

WHEREAS, in accordance with the procedures set forth in the Ordinance, the owners of residential lots contiguous to that certain road named Birdie Court in the unincorporated area of Bulloch County have submitted a petition for the creation of a streetlight district consisting of all lots that are contiguous to Birdie Court, said petition

having been signed by at least 75% but less than 100% of the owners of residential lots that are contiguous to Birdie Court; and

WHEREAS, the Bulloch County Board of Commissioners, after due notice as required by the Ordinance, has held a public hearing regarding the proposed creation of said streetlight district;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners as follows:

SECTION 1. A special streetlight tax district is hereby created to consist of all those certain tracts or parcels of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and being contiguous to that certain road named Birdie Court. Said tracts or parcels are further described as having the following map and parcel number designations in the records of the Bulloch County Tax Assessor's office as of the date this resolution was adopted, being March 4, 2014, with the street address of each parcel following in parentheses:

MS10000129 000 (1 Birdie Court); MS10000130 000 (3 Birdie Court); MS10000131 000 (5 Birdie Court); MS10000132 000 (7 Birdie Court); MS10000133 000 (8 Birdie Court); MS10000134 000 (6 Birdie Court); MS10000135 000 (4 Birdie Court); and MS10000136 000 (29 Forest Pines Drive).

Said special streetlight tax district shall also include any tracts or parcels that are subdivided in the future from the above-described property.

SECTION 2. The effective date of the creation of the special streetlight tax district for Birdie Court shall be January 1, 2014. Annual fees and charges for electricity for the streetlights serving Birdie Court, including any initial capital costs for streetlight installation, and for administering the streetlight tax district shall be assessed against each lot in said special streetlight tax district and included on the ad valorem tax bill for each lot as provided in the Ordinance. Such assessment shall commence with the ad valorem tax bill for each lot for the calendar year 2014, and continue for each succeeding year thereafter until and unless said special streetlight tax district is terminated by resolution or ordinance of the Bulloch County Board of Commissioners. The County shall begin paying electricity charges for said special streetlight tax district in January of 2015, and the County shall not assume any obligation or have any liability for any expenses of the street lights in said special streetlight tax district that may be incurred prior to January 1, 2015.

SECTION 3. Pursuant to Section 12-103(e) of the Ordinance, each year the County shall charge an administrative fee of fifteen percent (15%) of the total charges of the utility company for said special streetlight tax district for the preceding year.

SO BE IT RESOLVED this 4th day of March, 2014.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy Strickland, Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that, pursuant to the provisions of Article IV of Chapter 12 of the Code of Ordinances of Bulloch County, Georgia, the Bulloch County Board of Commissioners will hold a public hearing on Tuesday, March 4, 2014 at 5:30 p.m. in the Community Room of the Bulloch County North Main Annex, 115 North Main Street, Statesboro, Georgia 30458 for the purpose of receiving public input on and considering the creation of a special tax district for streetlights on that certain road named Birdie Court in the unincorporated area of Bulloch County. All persons who have questions or comments regarding the creation of said streetlight tax district may appear and be heard at said public hearing. For more information or special arrangements, contact the office of the Bulloch County Board of Commissioners at (912) 764-6245 during regular business hours.

February 18, 2014
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. He 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, Vice-Chairman Simmons, Commissioner Mosley, Chairman Nevil, Commissioner Rushing, Commissioner Thompson and Commissioner Gibson. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Transportation Director Dink Butler, Public Safety Director Ted Wynn, Chief Accountant Whitney Richland, Chief Deputy Jared Akins, County Engineer Kirk Tatum, Statesboro-Bulloch Parks and Recreation Director Mike Rollins, and EMS Director Doug Vickers.

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

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

Chairman Nevil stated that the next item on the agenda was to approve the Consent Agenda as follows: (1) To Approve the minutes of the Regular Meeting held on February 6, 2014; (2) To approve a contract for the Main Band for the Firecracker Fest (See Exhibit # 2014-014); (3) To adopt a resolution authorizing the County Manager to apply for a Gateway Grant for improvement to the I-16/US 301 interchange (See Exhibit # 2014-015); (4) To approve a contract with Coca-Cola Bottling Company United East LLC for March 1, 2014 through February 28, 2015 (See Exhibit #2014-016).

Commissioner Simmons offered a motion to approve the Consent 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 first item under Unfinished Business was for Discussion/Action to authorize an amendment to Appendix I of the Purchasing Policy and called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated there are two proposed amendments to Appendix 1. The first one is to modify the redundant language regarding the purchasing card committee. He stated the second is an amendment to add language regarding violations and actions for improper use or documentation. Mr. Couch stated the primary purpose is to provide for progressive corrective action for employees who misuse or abuse cards, or who fail to provide documentation for transactions. He stated there has not been any widespread abuse with any employee but there are some who do not provide adequate or timely documentation. He stated the existing policy does provide for sanctions, but they are not specific or progressive enough to properly handle certain situations, and the amendment would provide a procedure to handle such cases more specifically. Commissioner Ethridge asked if the Department Heads would be made aware of the modifications if it is approved. Mr. Couch stated he will have a meeting with them next week and advise them of the changes. Hearing no further discussion, Commissioner Ethridge offered a motion to approve an amendment to Appendix 1 of the Purchasing Policies as requested by the County Manager (See Exhibit #2014-017). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the second item under Unfinished Business was for discussion only to review policy structure for speed bumps and called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated at the January 21, 2014 regular meeting Ms. Amanda Moore of Olney Station Subdivision requested that the County install speed bumps in the subdivision. He stated the County

does not have a policy for installing speed bumps and he would recommend a policy and funding structure before proceeding. Mr. Couch went over a matrix of speed bump policies from different counties in Georgia. He stated if the Board would like to proceed he would draft a policy for further action at a future meeting. Chairman Nevil stated if he would like to present a draft to the board they would review it. There was no action taken.

Commissioner Thompson asked to address an article which was put in the Statesboro Herald under letters to the editor. He stated the concerned citizen stated that she had addressed the Board of Commissioners about a few issues and never got a reply from them or any of the staff. Commissioner Thompson stated he just wanted to clarify that the concerned citizen attended the May 21, 2013 meeting and spoke, and when she had finished speaking he addressed the concerns. Chairman Nevil thanked Commissioner Thompson for his comments.

Chairman Nevil stated the first item under New Business was for Discussion/Action to form an FY 2015 Budget Committee. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated he is requesting the formation of a budget committee that would consist of no less than two (2) Commissioners, the County Manager, the Chief Financial Officer and possibly two (2) alternates. He stated the purpose of the committee would be to review and discuss the upcoming fiscal year budget proposals from departments and agencies and have hearings involving some or all of them, and also to increase the Commissioners' involvement, awareness, and transparency in the budget process. Mr. Couch passed out a tentative 2015 Budget Preparation Calendar (See Exhibit # 2014-019) and stated the budget committee would also convene to discuss and make recommendations to the County Manager as a budget officer who will then submit a final recommended budget to the Board of Commissioners. He stated the meetings would be open to the public, including meetings where departments and agencies would be called on for interviews. Commissioner Thompson and Commissioner Ethridge both stated they would like to be on the committee. Mr. Couch stated he would give them some time to think about it and would bring it back at one of the meetings in March. There was no action taken.

Chairman Nevil stated the second item under New Business was for Discussion/Action to request the board to approve a change order with Mill Creek Construction for resurfacing the roads in Mill Creek Park and the new Brooklet Maintenance Facility. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the change order is to add resurfacing to the roads at Mill Creek Regional Park (no parking areas) to the existing contract between Mill Creek Construction and Bulloch County for subdivision resurfacing and also the Brooklet Maintenance Facility. Hearing no discussion on the matter, Commissioner Gibson offered a motion to approve the change order with Mill Creek Construction for resurfacing the roads in Mill Creek Park in the amount of \$53,877.00 and the new Brooklet Maintenance Facility in the amount of \$8,991.00. (See Exhibit # 2014-020). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action to request that the Board approve a cost estimate for relocation of EMC utility poles for the widening of AJ Riggs Road. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated Georgia Power had already moved the utility poles they had at the site but that EMC is now requesting the ones they own be moved. He stated it would be appropriated from 02 SPLOST Gateway funds. Hearing no further discussion, Commissioner Ethridge offered a motion to approve the cost estimate of \$109,404.46 for relocation of Excelsior EMC utility poles at the AJ Riggs Widening project (See Exhibit # 2014-021). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the fourth item under New Business is for Discussion/Action to authorize an appropriation from 2013 SPLOST Go Bond proceeds. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated in consultation with Maxwell-Reddick and the Development Authority of Bulloch

County (DABC), the purchase of wetland credits is needed in the approximate amount of \$ 210, 000. He stated in an effort to create an industrial park that will be conducive to entice larger industrial prospects to locate on the 203.9-acre tract of property, located at I-16 and US Highway 301, and to avoid limiting the marketability of the property, it was desirable to mitigate a portion of the wetlands that were located within the boundaries of the property. Mr. Couch stated the purchase of these mitigation credits will allow 8.98 acres of wetlands to be filled and leave approximately 8.42 acres of wetlands along the perimeter of the property. He passed out an invoice from Margin Bay LLC (See Exhibit # 2014-022). Hearing no discussion on the matter, Commissioner Rushing offered a motion to authorize an appropriation from the 2013 SPLOST Go Bond proceeds. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil asked for any general comments or statements from the Commissioners. He and Commissioners Ethridge, Simmons, Mosley, Rushing, Thompson and Gibson thanked the staff for their hard work and dedication.

Chairman Nevil asked for comments from the staff. Clerk of the Board Christy Strickland stated that Bulloch County's Jarrett Cartee was nominated for the First Lady's Servant Heart award and was one of the nominees throughout the state of Georgia. She stated the Governor and First Lady would be hosting a photo op on Thursday, February 27, 2014 at 10:00 A.M., and that if any of the Commissioners would like to attend to let her know. She also stated the Annual ACCG Conference was in April and she needed to know who would like to attend.

Chairman Nevil asked for any other 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)(1)(B) and other

applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussion of authorizing negotiations to purchase, dispose of, or lease property. Without further discussion, Commissioner Rushing offered a motion to enter into Executive Session for the purpose of discussion of authorizing negotiations to purchase, dispose of, or lease property in accordance with the provisions of O.C.G.A. § 50-14-3(b)(1)(B). (See Exhibit #2014-023). Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, he asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

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

DEPARTMENT MAKING REQUEST (Box 1) <i>Airport/Legal</i>	MEETING DATE (Box 2) <i>March 4, 2014</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Airport Lease Agreement with Dr. Russell Herrington

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

The Airport Committee has recommended approval of the attached lease agreement.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO	X		NO	X
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	<i>CAS</i>	INITIAL	<i>gpa</i>	INITIAL	
DATE		DATE		DATE		DATE	<i>2.27.14</i>	DATE	<i>2/26/14</i>	DATE	

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

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2014, by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and DR. RUSSELL HERRINGTON (hereinafter "Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor hereby leases to Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, one half of the corporate hangar at the Statesboro-Bulloch County Airport identified on the attached exhibit A as "CH # 1 (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property.

2. LEASE TERM

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2014 and ending on December 31, 2014. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party thirty (30) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties.

3. RENTAL

Lessee shall pay to Lessor rental of Six Hundred and Fifty Dollars and No/100 (\$650.00) per month for the lease term. Rental payments are due on the first business day of each month. Lessee may be granted a Ten (10) day grace period to make the rental payment. Lessee will be assessed a late fee of fifteen (15) percent, or Ninety-Seven Dollars and 50/100 (\$97.50), for exceeding the ten (10) day grace period.

4. OPTION TO RENEW

Lessee shall have the option to renew this lease for an additional term of one (1) year upon expiration of the initial one (1) year term. Provided, however, that said option to renew shall be subject to the parties' agreement on a renegotiated rate of rental for the additional one (1) year term. Failure of the parties to mutually agree on a renegotiated rate of rental shall render the option to renew null and void.

5. UTILITIES

5.1 Lessee shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessee shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessee desires to install equipment that will require additional or upgraded utility services, Lessee shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessee's expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

6.1 Lessee shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee and shall be removable at any time prior to the expiration of the initial lease term, or any extensions or renewals thereof.

6.3 Any improvements placed on or attached to the Leased Property by Lessee which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon termination of this lease.

7. MAINTENANCE AND REPAIRS

7.1 Lessee has a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property, including mechanized and motorized fixtures, whereas Lessor assumes all other responsibilities.

7.2 Lessee shall maintain the area around the exterior of the building in a clean condition and shall not use this exterior area for the storage of any materials or equipment, including but not necessarily limited to old vehicles, machine parts, or tools.

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessee shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessee's failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessee's negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or
- (c) Lessee's failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessee, Lessee shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- (a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;
- (b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or
- (c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this lease, the term "Lessor" includes the Lessor and its employees, agents, shareholders, administrators, and board members. Upon written notice and request from Lessor, the Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any

other rights or remedies Lessor may have against Lessee at common law, in equity, or under any other provisions of this lease.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

Lessee shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessee may perform routine maintenance on its planes directly related to its operations, but shall not use the Leased Property for commercial maintenance.

13. FUEL

Lessor agrees to sell Lessee fuel at Lessor's cost plus Fifty Cents (\$0.50) per gallon during the term of this lease.

14. ASSIGNMENT AND SUBLETTING

Lessee may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessee of its liability to Lessor for all obligations under this lease.

15. RIGHTS CUMULATIVE

All rights, powers, and privileges conferred upon the parties by this lease shall be cumulative but not restrictive to those given by law.

16. CONSTRUCTION OF THIS AGREEMENT

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

17. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessee: Dr. Russell Herrington
PO Box 566
Statesboro, Georgia 30459

For the Lessor: Bulloch County Board of Commissioners
Attn: County Manager
P.O. Box 347
Statesboro, Georgia 30459

18. QUIET ENJOYMENT

Lessor hereby covenants to permit Lessee quiet enjoyment of the Leased Property during the term of this lease, and any renewals or extensions thereof, so long as Lessee shall fulfill its obligations under this lease.

19. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

20. TIME OF THE ESSENCE

In all instances where Lessee is required by the terms and provisions of this lease to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Dr Russell Herrington

By: _____

Attest: _____

BULLOCH COUNTY BOARD OF COMMISSIONERS

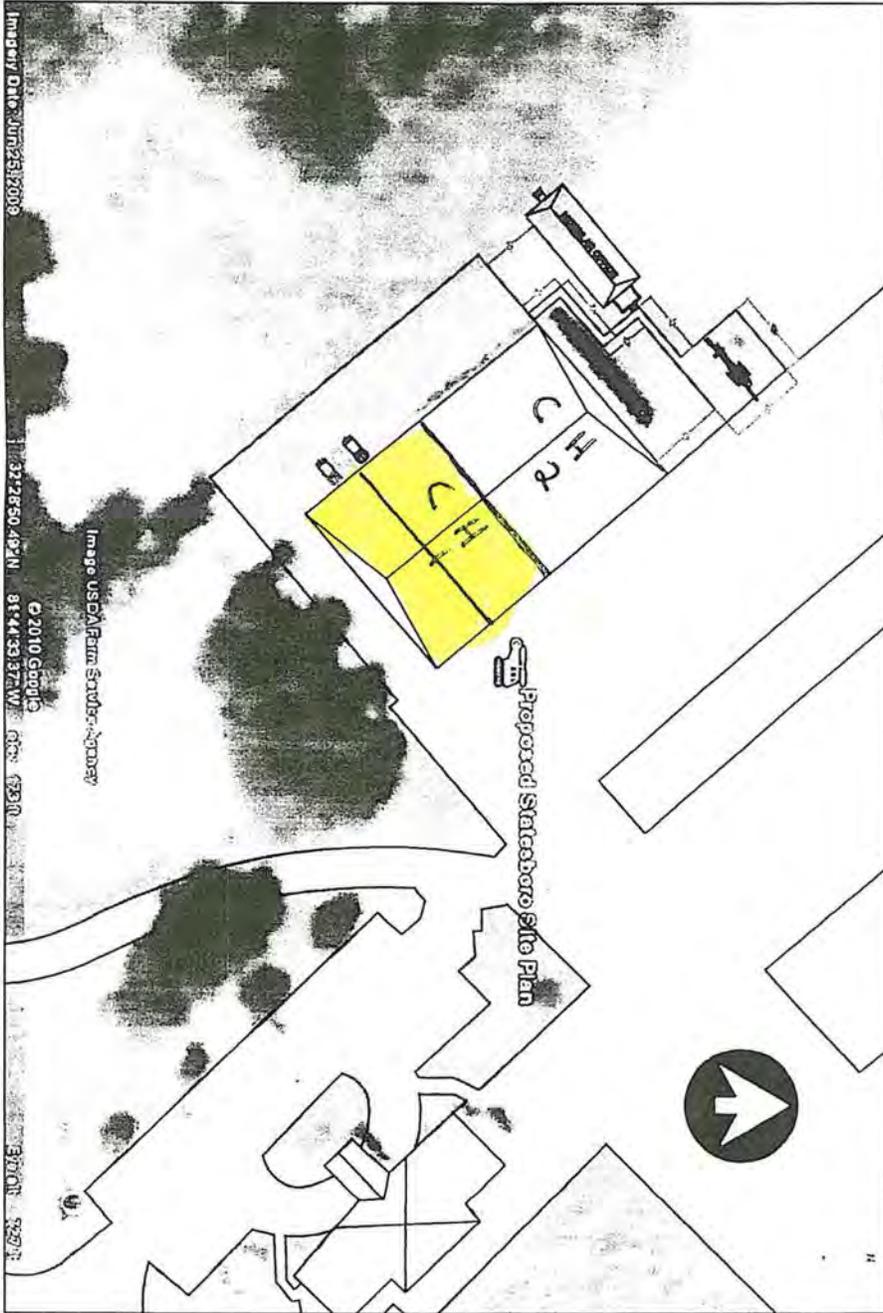
By: _____

J. Garrett Nevil, Chairman

Attest: _____

Christy Strickland, Clerk

Exhibit A



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

DEPARTMENT MAKING REQUEST (Box 1) <i>Airport/Legal</i>	MEETING DATE (Box 2) <i>March 4, 2014</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

First Amendment to Lease Agreement with Air Evac EMS, Inc.

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

The attached First Amendment to Lease Agreement will extend the airport lease with Air Evac EMS, Inc. until December 31, 2014. The Airport Committee has recommended approval of the amendment.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO	X		NO	X
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	<i>CAS</i>	INITIAL	<i>gn</i>	INITIAL	
DATE		DATE		DATE		DATE	<i>2/27/14</i>	DATE	<i>2/26/14</i>	DATE	

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

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into as of February ____, 2014, by and between:

(i) **BULLOCH COUNTY BOARD OF COMMISSIONERS** ("Lessor"),

and

(ii) **AIR EVAC EMS, INC.** ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated December 4, 2012 (the "Lease"); and

WHEREAS, the original term of the Lease ran for a period of one (1) year, commencing on December 4, 2012, and therefore expired on December 3, 2013; and

WHEREAS, with Lessor's permission, Lessee has continued to occupy the Leased Property on a month-to-month basis since December 3, 2013; and

WHEREAS, Lessor and Lessee desire to extend the term of the lease, with such extension to be effective as of the date first set forth above and to run through December 31, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Lessor and Lessee agree as follows:

1. DEFINITIONS.

Capitalized terms used but not otherwise defined herein shall have those meanings given to them in the Lease.

2. EXTENSION OF TERM

The initial term of this lease shall be extended for a period commencing on the date first set forth above and expiring at 5:00 p.m. local time on December 31, 2014; provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party thirty (30) days after receipt of such notice to cure the breach and further provided that this lease maybe terminated without such notice, at any time and for any reason, upon mutual consent of the parties. Lessee shall also retain the option to renew as set forth in Section 4 of the Lease.

3. **NO OTHER AMENDMENTS**

Except as modified by this First Amendment, the Lease shall continue in full force and effect.

4. **COUNTERPARTS/TRANSMISSION**

This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. For purposes of executing this First Amendment, a facsimile or electronically-transmitted PDF signature shall be effective as an actual signature.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the day and date first above written.

“LESSOR”

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

Its: _____

“LESSEE”

AIR EVAC EMS, INC.

By: _____

Name: _____

Its: _____

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

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) March 4, 2014			
Airport/Legal		RESOLUTION ATTACHED? (Box 3)		YES	
				NO	X
REQUESTED MOTION OR ITEM TITLE (Box 4)					
Termination of Airport Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith					
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)					
Midcoast Aviation and Bobby Smith are entering another lease agreement jointly with Topflight Aviation and George Hitt. Therefore, it is necessary to terminate the current lease agreement with Midcoast Aviation and Bobby Smith. The Airport Committee has recommended approval of the attached Termination of Lease Agreement.					
AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)			
PRESENTATION (6a)		BUDGETED ITEM? (7a)		AMENDMENT REQUIRED? (7b)	
		YES		YES	
		NO	X	NO	X
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	
YES		YES		YES	
NO		NO		NO	
INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE	
				DATE 2/27/14	
				DATE 2/26/14	
COMMISSION ACTION AND REFERRAL (Box 9)					
APPROVED		DATE TO BE RETURNED TO AGENDA			
DENIED					
DEFERRED		NOTES			
OTHER					

STATE OF GEORGIA
COUNTY OF BULLOCH

TERMINATION OF LEASE AGREEMENT

This termination of lease agreement is entered into this 1st day of March, 2014 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and MIDCOAST AVIATION SERVICES, LLC and BOBBY SMITH (hereinafter "Lessees").

WITNESSETH:

WHEREAS, the parties entered into a certain lease agreement for an office area located in the FBO building at the Statesboro-Bulloch Airport with an initial one-year term commencing on August 20, 2013 and ending on August 19, 2014; and

WHEREAS, the parties by mutual consent desire to terminate said lease agreement effective March 1, 2014;

NOW THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree that the above-referenced lease agreement is hereby terminated effective March 1, 2014, and neither party shall hereafter have any rights or obligations pursuant to said lease agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

MIDCOAST AVIATION SERVICES, LLC and
BOBBY SMITH

By: _____

Attest: _____

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy Strickland, Clerk

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

DEPARTMENT MAKING REQUEST (Box 1)
Statesboro Bulloch County Parks and Recreation

MEETING DATE (Box 2) March 4, 2014

RESOLUTION ATTACHED? (Box 3)	YES	
	NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

To approve the sealed bid package of \$6,745.00 to Lewis Color Lithographers for the department Print Bid for Recreation Guides, postcards and other brochures

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

See attached.

**AGENDA CATEGORY
(CHECK ONE) (Box 6)**

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X	110-61101-52.3400	\$6,745.00				
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 <i>Me</i>		INITIAL		INITIAL		INITIAL <i>CAS</i>		INITIAL		INITIAL	
DATE <i>2/24/14</i>		DATE		DATE		DATE <i>2.27.14</i>		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		
OTHER		
		NOTES

M E M O R A N D U M

Date: February 14, 2014
To: Tom Couch
From: Faye Bragg
Subject: Recreation Department Print Bid

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on Tuesday, February 10, 2014, at 3:00 pm. for the Recreation Department Print Bid.

Ten (10) bids were e-mailed on January 27, 2014, as well as the bid being put on Bulloch County's website.

The three (3) bids below were received.

Vendor	Total Bid Price	Vendor Declaration & Non-Collusion Affidavit	Contractor Affidavit
Lewis Color	\$6,745.00	Yes	Yes
Minuteman Press	\$7,662.00	Yes	Incomplete
South Georgia Graphics	\$11,857.00	Yes	Yes

Bid opening attendance: Ruby Hunter, and Faye Bragg.

Broni Gainous was given copies of the bids to process for presentation to the Board of Commissioners.

TO BE COMPLETED BY AWARD WINNER ONLY

ACCEPTANCE OF PROPOSAL

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items: _____

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this ____ day of _____, 20__.

BULLOCH COUNTY, GEORGIA

By: _____
Thomas M. Couch, County Manager

Lewis Color
[Name of Successful Bidder]
By: *[Signature]*
Brandon Sellers
Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.

(Exhibit A) 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.

638933
EEV/Basic Pilot Program* User Identification Number

By: [Signature]
Authorized Officer or Agent
(Contractor Name)

1/30/14
Date

President
Title of Authorized Officer or Agent of Contractor

Thomas E. Lewis
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 30 DAY OF January, 2014.

[Signature]
Notary Public
My Commission Expires:
June 8, 2016



* 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).

SPECIFICATIONS & BID FORM (Exhibit B)

The major print projects are listed below and will be awarded to one company.
SHIPPING COSTS, IF ANY SHALL BE INCLUDED IN BID PRICES. Place your cost in the appropriate boxes and mail in a sealed envelope (deadline is February 5, 2014 at 3:00 pm) to (faxed bids are **not** accepted for sealed bids):

Mailing Address:

Bulloch County Commissioners
Attn: Purchasing Manager
P.O. Box 347
Statesboro, GA 30459

Hand or Service Delivery Address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main Street
Statesboro, GA 30458

If you have any questions regarding the specific print items, please call Broni Gainous @ 912- 489-9086 or bgainous@bullochrec.com.

Print Job # 1: Recreation Guides

Recreation Guides will be printed four times during the year. Each guide will be a 16 page booklet, flat size: 8.5x11, folded to a finished size of 8.5 x 5.5.

They will be 4 color booklets, CMYK with bleeds. They need to be printed on 80# Gloss Text and have a self cover (16-page includes cover), and need to be saddle-stitched.

All four brochures will consist of 4,000 booklets each. Turnaround time from artwork submission should be 7-10 days.

Spring brochure (February)\$	<u>695</u>
Summer brochure (April): \$	<u>695</u>
Fall brochure (July):\$	<u>695</u>
Winter Brochure (Oct):\$	<u>695</u>

Print Job # 2: Oversized Postcards

Will be printed four times during the year. Each postcard will be 6"x 11". They will be 4-color postcards, CMYK with bleeds—double-sided on C2S (100# gloss) stock.

Each set will consist of 10,000 each. Turnaround time from artwork submission should be 7-10 days.

Spring brochure (February)\$	<u>795</u>
Summer brochure (April): \$	<u>795</u>
Fall brochure (July):\$	<u>795</u>
Winter Brochure (Oct):\$	<u>795</u>

Print Job # 3: Tournament Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 2,500

Turnaround time from artwork submission should be 7-10 days.

\$ 295

Print Job # 4: Facility Rental Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 1,000

Turnaround time from artwork submission should be 7-10 days.

\$ 225

Print Job # 5: Afterschool Program Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 1,500

Turnaround time from artwork submission should be 7-10 days.

\$ 265

Complete the following information:

Company Name: Lewis Color

Contact: Brandon Sellers

Address: 30 Joe Kennedy Blvd

City: Statesboro State: GA Zip: 30458

Phone: 912-681-6824 Fax: 912-681-8817

Email: bsellers @ lewiscolor.com

Signature: 

CHECK LIST

The items listed below must be returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Exhibit A, page 5 - Contractor Affidavit and Agreement

Pursuant to Georgia State law, we are required to have this affidavit to consider a bid or do business with a vendor where the service is in excess of \$2,499.99. This form requires an E-Verify number. E-Verify is an Internet-based system that compares information from an employee's I-9 form, employment eligibility verification, to data from U. S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. You can learn more about E-Verify at www.uscis.gov

- 2. Exhibit B, pages 6 & 7 – Bid Form
- 3. Exhibit C, page 9 – Exceptions to Specifications Sheet
- 4. Exhibit D, page 10 – Non-Collusion Affidavit
- 5. Exhibit E, page 11 – Vendor Declaration

(Exhibit D) NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

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 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 whatsoever; 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 whatsoever; 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 Lewis Color, Inc.
SIGNATURE Thomas E Jr
TITLE President

Subscribed and sworn to before me this 30 day of January 2014.

NOTARY PUBLIC Shantelle Mosley



TO BE COMPLETED BY AWARD WINNER ONLY

ACCEPTANCE OF PROPOSAL

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items: _____

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this _____ day of _____, 20__.

BULLOCH COUNTY, GEORGIA

[Name of Successful Bidder]

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.

(Exhibit A) 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.

APPLIED FOR
EEV/Basic Pilot Program* User Identification Number

By: [Signature]
Authorized Officer or Agent
(Contractor Name)

2-10-14
Date

PRESIDENT
Title of Authorized Officer or Agent of Contractor

FRED DAVID
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 10th DAY OF Feb., 2014.

[Signature]
Notary Public

My Commission Expires: 7/15/17



* 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).

SPECIFICATIONS & BID FORM (Exhibit B)

The major print projects are listed below and will be awarded to one company.
SHIPPING COSTS, IF ANY SHALL BE INCLUDED IN BID PRICES. Place your cost in the appropriate boxes and mail in a sealed envelope (deadline is February 5, 2014 at 3:00 pm) to (faxed bids are **not** accepted for sealed bids):

Mailing Address:

Bulloch County Commissioners
Attn: Purchasing Manager
P.O. Box 347
Statesboro, GA 30459

Hand or Service Delivery Address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main Street
Statesboro, GA 30458

If you have any questions regarding the specific print items, please call Broni Gainous @ 912- 489-9086 or bgainous@bullochrec.com.

Print Job # 1: Recreation Guides

Recreation Guides will be printed four times during the year. Each guide will be a 16 page booklet, flat size: 8.5x11, folded to a finished size of 8.5 x 5.5.

They will be 4 color booklets, CMYK with bleeds. They need to be printed on 80# Gloss Text and have a self cover (16-page includes cover), and need to be saddle-stitched.

All four brochures will consist of 4,000 booklets each. Turnaround time from artwork submission should be 7-10 days.

Spring brochure (February)\$996.00
Summer brochure (April): \$996.00
Fall brochure (July):\$996.00
Winter Brochure (Oct):\$996.00

Print Job # 2: Oversized Postcards

Will be printed four times during the year. Each postcard will be 6"x 11". They will be 4-color postcards, CMYK with bleeds—double-sided on C2S (100# gloss) stock.

Each set will consist of 10,000 each. Turnaround time from artwork submission should be 7-10 days.

Spring brochure (February)\$769.00
Summer brochure (April): \$769.00
Fall brochure (July):\$769.00
Winter Brochure (Oct):\$769.00

Print Job # 3: Tournament Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 2,500

Turnaround time from artwork submission should be 7-10 days.

\$263.00

Print Job # 4: Facility Rental Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 1,000

Turnaround time from artwork submission should be 7-10 days.

\$141.00

Print Job # 5: Afterschool Program Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 1,500

Turnaround time from artwork submission should be 7-10 days.

\$198.00

Complete the following information:

Company Name: Minuteman Press of Statesboro

Contact: Fred David

Address: 100 Brampton Ave, Suite 1E

City: Statesboro State: GA Zip: 30458

Phone: 912-225-4623 Fax: 912-225-4623

Email: fred@mmpintheboro.com

Signature: _____

(Exhibit D) NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Georgia

COUNTY OF: Bulloch

Owner, Partner or Officer of Firm: Fred David

Company Name, Address, County and State: Minuteman Press of Statesboro, 100
Brampton Ave, Ste. 1E, Statesboro GA 30458

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 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 whatsoever; 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 whatsoever; 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: Minuteman Press of Statesboro

SIGNATURE _____

TITLE President

Subscribed and sworn to before me this 10 day of Feb. 2014

NOTARY PUBLIC _____



(Exhibit E) 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 scope of work.

That 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 informalities in the bidding.

That by submission of this proposal the vendor acknowledges that 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:

[Signature] [Signature]
Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 10 day of Feb. 2014

NOTARY PUBLIC [Signature]



CHECK LIST

The items listed below must be returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

1. Exhibit A, page 5 - Contractor Affidavit and Agreement

Pursuant to Georgia State law, we are required to have this affidavit to consider a bid or do business with a vendor where the service is in excess of \$2,499.99. This form requires an E-Verify number. E-Verify is an Internet-based system that compares information from an employee's I-9 form, employment eligibility verification, to data from U. S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. You can learn more about E-Verify at www.uscis.gov

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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.

EBRA7237
EEV/Basic Pilot Program* User Identification Number

By: [Signature]
Authorized Officer or Agent
(Contractor Name)

02/10/14
Date

Owner
Title of Authorized Officer or Agent of Contractor

Ed Bradley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 10 DAY OF Feb, 2014.

Mary Ellen Thrift
Notary Public

My Commission Expires:
8/2/16



* 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).

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Attn: Purchasing Manager
P.O. Box 347
Statesboro, GA 30459

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Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main Street
Statesboro, GA 30458

If you have any questions regarding the specific print items, please call Broni Gainous @ 912- 489-9086 or bgainous@bullochrec.com.

Print Job # 1: Recreation Guides

Recreation Guides will be printed four times during the year. Each guide will be a 16 page booklet, flat size: 8.5x11, folded to a finished size of 8.5 x 5.5.

They will be 4 color booklets, CMYK with bleeds. They need to be printed on 80# Gloss Text and have a self cover (16-page includes cover), and need to be saddle-stitched.

All four brochures will consist of 4,000 booklets each. Turnaround time from artwork submission should be 7-10 days.

Spring brochure (February) \$ 1,507 _____
Summer brochure (April): \$ 1,507 _____
Fall brochure (July):\$ 1,507 _____
Winter Brochure (Oct):\$ 1,507 _____

Print Job # 2: Oversized Postcards

Will be printed four times during the year. Each postcard will be 6"x 11". They will be 4-color postcards, CMYK with bleeds—double-sided on C2S (100# gloss) stock.

Each set will consist of 10,000 each. Turnaround time from artwork submission should be 7-10 days.

Spring brochure (February)\$ 1,112 _____
Summer brochure (April): \$ 1,112 _____
Fall brochure (July):\$ 1,112 _____
Winter Brochure (Oct):\$ 1,112 _____

Print Job # 3: Tournament Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 2,500

Turnaround time from artwork submission should be 7-10 days.

\$ 522 _____

Print Job # 4: Facility Rental Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 1,000

Turnaround time from artwork submission should be 7-10 days.

\$ 390 _____

Print Job # 5: Afterschool Program Brochure

8.5 x 11 trifold brochure
4/4 Inks
80# gloss text
quantity: 1,500

Turnaround time from artwork submission should be 7-10 days.

\$ 469 _____

Complete the following information:

Company Name: South Georgia Graphics

Contact: James Hall

Address: 26 South Newton Street

City: Claxton State: GA Zip: 30417

Phone: 912-739-2133 Fax: 912-739-4185

Email: jameshall@bellsouth.net

Signature: _____



(Exhibit D) NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Georgia

COUNTY OF: Evans

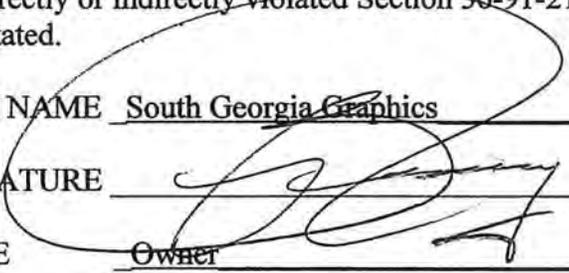
Owner, Partner or Officer of Firm: Ed Bradley

Company Name, Address, County and State:

South Georgia Graphics
26 South Newton Street
Claxton, GA 30417
Evans County, Georgia

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 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 whatsoever; 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 whatsoever; 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 South Georgia Graphics

SIGNATURE 

TITLE Owner

Subscribed and sworn to before me this 10 day of Feb 2014

NOTARY PUBLIC Mary Ellen Thrift



(Exhibit E) 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 scope of work.

That 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 informalities in the bidding.

That by submission of this proposal the vendor acknowledges that 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: South Georgia Graphics

<u>Ed Bradley</u>	<u>Owner</u>
Name	Title
<u>[Signature]</u>	<u>[Signature]</u>
Name	Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 10 day of Feb 2014.

NOTARY PUBLIC Mary Ellen Thrift



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

DEPARTMENT MAKING REQUEST:	MEETING DATE: March 4, 2014		
Public Safety	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

To approve a proposal with National Fire Services for consultation services in the amount of \$18,000.00 for assistance with the ISO Rating within the 5 mile fire district

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

See attached proposal for details

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES		AMENDMENT REQUIRED?	YES	
			NO			NO	
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	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CHS	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	2.27.14	DATE		DATE	

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

PROPOSAL

For:

Bulloch County Commission



Fire Department

“Long Hose Lay”

January 27, 2014

National Fire Services Office

1622 Airport Road
Sylvania, GA 30467
(912) 857- 6700 Main
(912) 857- 6710 Fax

SKIP@NFSO.us

PROJECT UNDERSTANDING

The National Fire Services Office is to provide assistance developing an Alternate Water Supply which can be delivered by Long Hose Lay. This will require designing a 50-Year Drought Study for the residents in the Special Tax District.

PROJECT APPROACH

The project approach consists of thirteen (7) tasks. These tasks are identified in the "Scope of Work" section below:

SCOPE OF WORK

TASK 1. Collect Information

- 1.1 Review current available water, fire stations, and equipment needed to provide services as a career/volunteer department.
- 1.2 Contractor will hold a preliminary workshop with the Fire Chiefs', County Manager, and the Commission to chart a course for the Alternate Water delivery plan.

TASK 2. Inspect fire departments water delivery capability

- 2.1 Review the current apparatus for pump and tank size
- 2.2 Collect Dump and Load Times for Tankers
- 2.3 Recommend if additional apparatus are needed

TASK 3. Assist with the development of needed ISO maps

- 3.1 Inspect current maps identifying; engine response areas, service truck response areas, hydrant boundaries, fire station location(s), pressurized water system design; including any current alternate water.
- 3.2 Design a map which will be used to set the length of Long Hose Lay needed for an Alternate Water delivery.

TASK 4. Review Alternate Water Site

- 4.1 Inspect areas needing alternate Water in the Special Tax District
- 4.2 Design an improved water delivery strategy
- 4.3 Identify where on the map areas will need additional alternate water

TASK 5. Preparation for delivering LDH water for the ISO Test

- 5.1 Train with fire department members on the methods the Long Hose Lay will deliver water for the ISO inspection.
- 5.2 Train with fire department members on the methods the tanker will deliver water for the ISO inspection.
- 5.3 Train with fire department members on the methods the engine will deliver water for the ISO inspection.
- 5.4 Train with fire department members on the methods the TurboDrafts will deliver water for the ISO inspection.

TASK 6. Water Certification

- 6.1 Design a 50-Year Drought Study which will be needed for Alternate Water certification for sites within the Special Tax District.

TASK 7. ISO Inspection.

- 7.1 Represent the County during the Alternate Water ISO inspection within the Special Tax District.
- 7.2 Review the Post-ISO Inspection results outlining the necessary changes needed to lower the ISO grade to the next level.

FEE AND COMPLETION TIME:

- **National Fire Services Office will assist with the above tasks for a fee of: \$18,000 for Consultation Services, includes travel and expenses**
- **This fee is to be paid in three payments. First payment of \$8,000 at start of project. Second payment of \$5,000 due when training is completed. Third payment of \$5,000 when ISO request has been delivered to ISO.**
- **Length of contract: 12 months from start of project; or until an ISO inspection is completed**
- **Three consultants will be assigned to this project**

IN WITNESS WHERE OF, the Bulloch County Board of Commissioners acting by and through it's duly authorized officer, having caused this instrument to be executed, and having authorized Garrett Nevil, Chairman, to set his name on this document. Both executions shall be in duplicate and each of which shall be considered an original.

Harold Skip Starling

Harold "Skip" Starling
National Fire Services Office - President

Garrett Nevil
Chairman

Date: January 28, 2014

Date: _____

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: 03.04.2014

Transportation

RESOLUTION ATTACHED?

YES

NO

REQUESTED MOTION OR ITEM TITLE:

To approve a bid with Freightliner of Savannah for Pot Hole Patcher with Cab and Chassis in the amount of \$149,272

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The lowest bid that meets specs was received from Freightliner of Savannah. See attached summaries.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT			
PRESENTATION		BUDGETED ITEM?	YES NO	AMENDMENT REQUIRED?	YES NO
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	<input checked="" type="checkbox"/>	YES		YES		YES	<input checked="" type="checkbox"/>	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL	<i>HB</i>	INITIAL		INITIAL		INITIAL	<i>CAS</i>	INITIAL		INITIAL	
DATE	<i>2-27-14</i>	DATE		DATE		DATE	<i>2-27-14</i>	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

MEMORANDUM

Date: February 6, 2014, 2014
To: Tom Couch
From: Faye Bragg
Subject: Transportation Department Pot-Hole Patcher Bid

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on Tuesday, February 4, 2014, at 4:00 pm. for the pot-hole patcher bid.

Four (4) bids were e-mailed on January 21, 2014, as well as the bid being put on Bulloch County's website.

The four (4) bids below were received.

Vendor	Total Bid Price	Vendor Declaration & Non-Collusion Affidavit
Adams Equip. Co., Inc.	\$144,604.00	Yes
Freightliner of Savannah	\$150,672.00	Yes
Reynolds Warren	\$152,350.00	Yes
Roberts International	\$153,316.27	Yes

Bid opening attendance: Joseph Alford from Freightliner, Randy Williams from Adams Equipment, Dink Butler, Ruby Hunter, and Faye Bragg.

Dink Butler was given copies of the bids to process for presentation to the Board of Commissioners.



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Capital Projects/Airport

MEETING DATE: 03.04.14

RESOLUTION ATTACHED?

YES

NO

X

REQUESTED MOTION OR ITEM TITLE:

Authorize a contract with Wethe and Associates for fringe benefits consulting.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Ken Wethe has been the county's employee health plan consultant since 2004 (and is also an independent fringe benefits consultant with no ties to the insurance industry) and helps HR and Finance oversee the self-funded mechanism. Because the county is at the mid-tem of the engagement with it's present third-party administrator – Covenant, the county staff wishes to have him review the performance of the plan and the TPA structure as provided in the scope of services that is attached. Approval is recommended.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?		AMENDMENT OR TRANSFER REQUIRED?		YES	
		YES	X			YES	
		NO				NO	X
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: The cost of the service (\$12,000) would appropriated from the Health Insurance Plan Internal service fund and not the General Fund.					
PUBLIC HEARING							
CONSENT	X						
NEW BUSINESS							
UNFINISHED BUSINESS							
OTHER							

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL (AS)		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 2.27.14		DATE		DATE	

COMMISSION ACTION AND REFERRAL

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

Wethe & Associates
Independent
Risk Management, Insurance & Employee Benefit
Consultants

February 24, 2014

Mr. Tom Couch, County Manager
Bulloch County Board of Commissioners
115 North Main
Statesboro, Georgia 30458

Re: Independent Employee Benefit & Insurance Consulting Services

Dear Mr. Couch:

Wethe & Associates, Inc. (W&A) will be pleased to provide independent employee benefit consulting services on a fixed retainer fee arrangement to Bulloch County as described below:

Scope of Services

1. Assist in the renewal process for the Bulloch County self-funded health and dental plan with a plan anniversary date of July 1, 2014. Assistance by W&A will include the following:
 - a. Plan Document review for compliance with Affordable Care Act (ACA).
 - b. Summary of Benefits & Coverage review for ACA compliance.
 - c. Financial evaluation of the health and dental plans for current plan year & 3 prior plan years.
 - d. Medical network performance evaluation.
 - e. Prescription drug performance evaluation.
 - f. Third-party administrator performance evaluation.
 - g. Stop loss insurance performance evaluation.
 - h. Assist agent of record in procurement of stop loss insurance coverage for plan year beginning July 1, 2014.
2. Provide guidance for compliance with Health Care Reform.
3. Assist with resolution of employee benefit questions that may arise during the engagement period.

Project Service Period

The project service period will begin on or about March 1, 2014 and will end on August 31, 2014. There will be an option to renew for four additional six-month periods if the renewal is agreed to in writing by both parties. Either party may terminate without cause by giving the other party a minimum of 60 days written notice. Notice of termination before the end of the project service period shall not release either party of its obligation to perform under the terms of the agreement

Proposed Fees

The fee for the above described services is \$12,000, payable in quarterly installments of \$ \$6,000 at the beginning of each quarter. Travel and related expenses are included, as are any other out-of-pocket expenses. Invoices are issued at the beginning of each quarter and are due within 30 days after receipt of the invoice.

Street Address: 2607 Manor Way • Dallas, Texas 75235
Mail Address: P.O. Box 36021 • Dallas, Texas 75235-1021
Telephone: (214) 350-9570 • *Fax* (214) 350-8745 • *Email:* kenwethe@sbcglobal.net

BUL1402001ds

Statement of Independence

Wethe & Associates is totally independent of the insurance industry. Our only product is our consulting service that is billed on an hourly basis or by the project. Thus, our fee is totally related to the services provided. We do not have any relationships with organizations which may earn commissions from our work; nor do we enter into agreements where our compensation is tied to an end result that might benefit service companies, insurers, agents, risk pools, or associations. Our consulting licenses preclude Wethe & Associates and any of our consultants from receiving commissions or fees from insurance providers.

Background Information

Wethe & Associates, Inc. has been providing independent risk management, insurance and employee benefit consulting services since 1997. The firm is owned by Kenneth D. Wethe and Shirley K. Wethe. Enclosed are insurance consulting license information and certificates for our liability insurance coverage. Our prior services as independent insurance consultants for Bulloch County has provided us with a good understanding of the County's type of organization and special needs.

Protected Health Information

We agree to maintain confidentiality for any Protected Health Information that may be provided to us in accordance with the Business Associate Agreement that has been previously executed with Bulloch County.

Sincerely,



Kenneth D. Wethe
Independent Insurance Consultant

Please signify your acceptance of this proposal by signing below and returning a copy to Wethe & Associates.

Authorized Signature

Title

Print Name Shown Above

Date Signed

{BULLOCH COUNTY LETTERHEAD}

[DATE]

TO WHOM IT MAY CONCERN:

Re: Employee Benefit Insurance Plans

Bulloch County (County) has engaged Kenneth D. Wethe to review our employee benefit insurance plans for the 2013-14 fiscal year. Mr. Wethe is authorized to obtain information, on our behalf, related to his review and analysis of the County's employee benefit insurance plans.

Mr. Wethe and his firm, Wethe & Associates, Inc., are independent insurance consultants that receive a fee for services rendered directly from the County. They do not receive any type of compensation from the insurance industry.

Please extend to Mr. Wethe every courtesy you would extend to an employee of the County.

Sincerely,

[NAME]

[TITLE]



Texas Department of Insurance
 Licensing Division, MC 107-1A
 333 Guadalupe • P. O. Box 149104
 Austin, Texas 78714-9104
 512-322-3503 telephone
 www.tdi.texas.gov

Life and Health Insurance Counselors - licensees may only write the line authorized by Texas Insurance Code TIC Ch. 4052.

WETHE & ASSOCIATES, INC.
 P O BOX 36021
 DALLAS TX 75235

Texas Department of Insurance
WETHE & ASSOCIATES, INC.

License No: 1563184

NPN:

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Life and Health Ins Couns Agy
 Qualified for

Effective Date
 04-14-2009

Expiration Date
 04-14-2015



Chris Bean

Christopher Bean, Director
 Agent and Adjuster Licensing

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance

License No: 1563184 NPN:

WETHE & ASSOCIATES, INC.
 P O BOX 36021
 DALLAS TX 75235

[Signature]
 Signature of Licensee

Texas Department of Insurance

WETHE & ASSOCIATES, INC.

License No: 1563184 NPN:

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for
 Life and Health Ins Couns Agy

Effective Date
 04-14-2009

Expiration Date
 04-14-2015

Chris Bean
 Christopher Bean, Director
 Agent and Adjuster Licensing





Texas Department of Insurance
 Licensing Division, MC 107-1A
 333 Guadalupe • P. O. Box 149104
 Austin, Texas 78714-9104
 512-322-3503 telephone
 www.tdi.texas.gov

Risk Managers - licensees may only write the line authorized by Texas Insurance Code **TIC Ch. 4153**.

WETHE & ASSOCIATES, INC.
 P O BOX 36021
 DALLAS TX 75235

Texas Department of Insurance
WETHE & ASSOCIATES, INC.

License No: 1563179

NPN:

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Risk Manager Agency
 Qualified for

Effective Date
 04-14-2009

Expiration Date
 04-14-2015

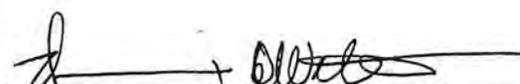



 Christopher Bean, Director
 Agent and Adjuster Licensing

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance
 License No: 1563179 NPN:
 WETHE & ASSOCIATES, INC.
 P O BOX 36021
 DALLAS TX 75235


 Signature of Licensee

Texas Department of Insurance
WETHE & ASSOCIATES, INC.
 License No: 1563179 NPN:
BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for Risk Manager Agency Effective Date 04-14-2009 Expiration Date 04-14-2015


 Christopher Bean, Director
 Agent and Adjuster Licensing





Texas Department of Insurance

Licensing Division, MC 107-1A
333 Guadalupe • P. O. Box 149104
Austin, Texas 78714-9104
512-322-3503 telephone
www.tdi.texas.gov

Life and Health Insurance Counselors - licensees may
only write the line authorized by Texas Insurance Code
TIC Ch. 4052.

KENNETH DAVID WETHE
PO BOX 36021
DALLAS TX 75235-0021

Texas Department of Insurance
KENNETH DAVID WETHE

License No: 1196027

NPN: 1105123

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the
State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Life and Health Ins. Counselor
Qualified for

Effective Date
09-06-2002

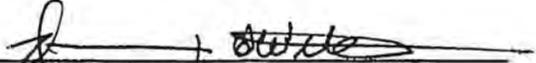
Expiration Date
09-06-2014

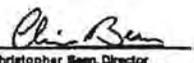



Christopher Bean, Director
Agent and Adjuster Licensing

Signature
required on
Vallet
license.

Put along
exterior
line and
fold in the
middle.

Texas Department of Insurance
License No: 1196027 NPN: 1105123
KENNETH DAVID WETHE
PO BOX 36021
DALLAS TX 75235-0021

Signature of Licensee

Texas Department of Insurance
KENNETH DAVID WETHE
License No: 1196027 NPN: 1105123
BE IT KNOWN, the above named, having fulfilled all requirements for the licensure
under the laws of State of Texas, is authorized to engage in the business of insurance in
the State of Texas as a
Licensed as/Qualified for Effective Date Expiration Date
Life and Health Ins. Counselor 09-06-2002 09-06-2014

Christopher Bean, Director
Agent and Adjuster Licensing




Texas Department of Insurance
 Licensing Division, MC 107-1A
 333 Guadalupe • P. O. Box 149104
 Austin, Texas 78714-9104
 512-322-3503 telephone
 www.tdi.texas.gov

Risk Managers - licensees may only write the line authorized by Texas Insurance Code TIC Ch. 4153.

KENNETH DAVID WETHE
 PO BOX 36021
 DALLAS TX 75235-0021

Texas Department of Insurance
KENNETH DAVID WETHE

License No: 1210029

NPN: 1105123

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Risk Manager
 Qualified for

Effective Date
 01-09-2003

Expiration Date
 01-09-2015 ✓



Chris Bean

Christopher Bean, Director
 Agent and Adjuster Licensing

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance
 License No: 1210029 NPN: 1105123
 KENNETH DAVID WETHE
 PO BOX 36021
 DALLAS TX 75235-0021

[Signature]
 Signature of Licensee

Texas Department of Insurance
 KENNETH DAVID WETHE
 License No: 1210029 NPN: 1105123
 BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for Risk Manager Effective Date 01-09-2003 Expiration Date 01-09-2015

Chris Bean
 Christopher Bean, Director
 Agent and Adjuster Licensing





Texas State Board of Public Accountancy

333 Guadalupe, Tower 3 Suite 900, Austin, Texas 78701-3900

William Treacy, Executive Director

5/28/2013

KENNETH D. WETHE
CERTIFIED PUBLIC ACCOUNTANT
2607 MANOR WAY
PO BOX 36021
DALLAS TX 75235



FOLD FORM
HERE AND
PULL CARD
BACK TO
RELEASE



Texas State Board of Public Accountancy

333 Guadalupe, Tower 3 Suite 900, Austin, Texas 78701-3900

This individual is licensed to practice in Texas.

KENNETH D. WETHE
CERTIFIED PUBLIC ACCOUNTANT
2607 MANOR WAY
PO BOX 36021
DALLAS TX 75235



License ID: 011479

Expires: 6/30/2014

Form No: 13043777

By receipt of this license card, requirements for licensing by the Texas State Board of Public Accountancy have been met. The license card can be easily removed from the sheet and can be used as identification as a licensee in Texas. After removing your license card, retain this mailer as a FILE COPY of the license card.

As a licensee, a 7-digit number has been assigned to you as an alternative to the Social Security Number (SSN) as a method of unique identification. This **control number** is required to access your personal information on the Board's website, and is shown below on the copy of your license card.

	
Texas State Board of Public Accountancy 333 Guadalupe, Tower 3 Suite 900, Austin, Texas 78701-3900 This individual is licensed to practice in Texas.	
KENNETH D. WETHE CERTIFIED PUBLIC ACCOUNTANT 2607 MANOR WAY PO BOX 36021 DALLAS TX 75235	
License ID: 011479	Expires: 6/30/2014
Control Number: 0011479	Form No: 13043777

1904499

FILE COPY



Texas Department of Insurance
 Licensing Division, MC 107-1A
 333 Guadalupe • P. O. Box 149104
 Austin, Texas 78714-9104
 512-322-3503 telephone
 www.tdi.texas.gov

Life and Health Insurance Counselors - licensees may
only write the line authorized by Texas Insurance Code
TIC Ch. 4052.

SHIRLEY KAY WETHE
 PO BOX 36021
 DALLAS TX 75235

Texas Department of Insurance
SHIRLEY KAY WETHE

License No: 1198811 NPN: 2338179

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as	Life and Health Ins. Counselor	Effective Date	09-25-2002	Expiration Date	09-25-2014
Qualified for					




 Christopher Bean, Director
 Agent and Adjuster Licensing

Signature
 Required on
 Wallet
 License.

Cut along
 Exterior
 Line and
 Fold in the
 middle.

Texas Department of Insurance
 License No: 1198811 NPN: 2338179
 SHIRLEY KAY WETHE
 PO BOX 36021
 DALLAS TX 75235

 Shirley K. Wethe
 Signature of Licensee

Texas Department of Insurance
 SHIRLEY KAY WETHE
 License No: 1198811 NPN: 2338179
 BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for	Effective Date	Expiration Date
Life and Health Ins. Counselor	09-25-2002	09-25-2014

Christopher Bean, Director
 Agent and Adjuster Licensing





Texas Department of Insurance
 Licensing Division, MC 107-1
 333 Guadalupe • P. O. Box 149104
 Austin, Texas 78714-9104
 512-322-3503 telephone
 www.tdi.texas.gov

Risk Managers Licensees may only write the line authorized by Texas Insurance Code TIC Ch. 4153.

SHIRLEY KAY WETHE
 PO BOX 36021
 DALLAS TX 75235

Texas Department of Insurance
SHIRLEY KAY WETHE

License No: 489468 NPN: 2338179

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Risk Manager
 Qualified for

Effective Date Expiration Date
 12-30-1998 12-30-2014 ✓



Chris Bean
 Christopher Bean, Director
 Agent and Adjuster Licensing

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance
 License No: 489468 NPN: 2338179

SHIRLEY KAY WETHE
 PO BOX 36021
 DALLAS TX 75235

Shirley K. Wethe
 Signature of Licensee

Texas Department of Insurance
SHIRLEY KAY WETHE

License No: 489468 NPN: 2338179

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for Effective Date Expiration Date
 Risk Manager 12-30-1998 12-30-2014

Chris Bean
 Christopher Bean, Director
 Agent and Adjuster Licensing





Texas Department of Insurance

Licensing Division, MC 107-1A
333 Guadalupe • P. O. Box 149104
Austin, Texas 78714-9104
512-322-3503 telephone
www.tdi.texas.gov

General Lines - LAH & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054, including variable contracts.

General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.

KATHRYN ANN GRUBBS
4225 OAK MOUNT DR
CARROLLTON TX 75010

**Texas Department of Insurance
KATHRYN ANN GRUBBS**

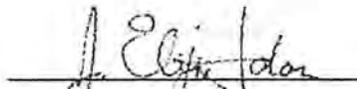
License No: 1862522

NPN: 8681431

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as	General Lines Agent	Effective Date	10-22-2013	Expiration Date	10-22-2015
Qualified for	Life, Accident, Health & HMO		10-22-2013		



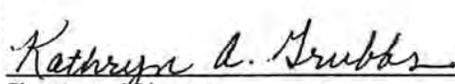

J. Eljio Salas, Director
Agent and Adjuster Licensing

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance
License No: 1862522 NPN: 8681431

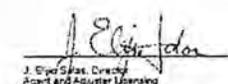
KATHRYN ANN GRUBBS
4225 OAK MOUNT DR
CARROLLTON TX 75010


Signature of Licensee

Texas Department of Insurance
KATHRYN ANN GRUBBS
License No: 1862522 NPN: 8681431

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for	Effective Date	Expiration Date
General Lines Agent	10-22-2013	10-22-2015
Life, Accident, Health & HMO	10-22-2013	


J. Eljio Salas, Director
Agent and Adjuster Licensing





Texas Department of Insurance

Licensing Division, MC 107-1A
333 Guadalupe • P. O. Box 149104
Austin, Texas 78714-9104
512-322-3503 telephone
www.tdi.texas.gov

Life and Health Insurance Counselors - licensees may
only write the line authorized by Texas Insurance Code
TIC Ch. 4052.

KATHRYN ANN GRUBBS
4225 OAK MOUNT DR
CARROLLTON TX 75010

Texas Department of Insurance
KATHRYN ANN GRUBBS

License No: 1365543

NPN: 8681431

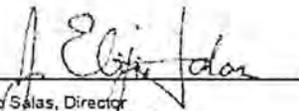
BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as Life and Health Ins. Counselor
Qualified for

Effective Date
12-29-2005

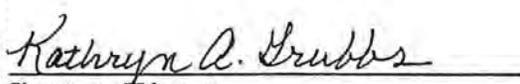
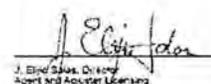
Expiration Date
12-29-2015




J. Eljido Salas, Director
Agent and Adjuster Licensing

Signature
Required on
Wallet
License.

Cut along
Exterior
Line and
Fold in the
middle.

<p>Texas Department of Insurance License No: 1365543 NPN: 8681431</p> <p>KATHRYN ANN GRUBBS 4225 OAK MOUNT DR CARROLLTON TX 75010</p> <p> Signature of Licensee</p>	<p>Texas Department of Insurance KATHRYN ANN GRUBBS</p> <p>License No: 1365543 NPN: 8681431</p> <p>BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a</p> <table border="0"> <tr> <td>Licensed as/Qualified for Life and Health Ins. Counselor</td> <td>Effective Date 12-29-2005</td> <td>Expiration Date 12-29-2015</td> </tr> </table> <p> J. Eljido Salas, Director Agent and Adjuster Licensing</p> <p></p>	Licensed as/Qualified for Life and Health Ins. Counselor	Effective Date 12-29-2005	Expiration Date 12-29-2015
Licensed as/Qualified for Life and Health Ins. Counselor	Effective Date 12-29-2005	Expiration Date 12-29-2015		



Texas Department of Insurance
 Licensing Division, MC 107-1A
 333 Guadalupe • P. O. Box 149104
 Austin, Texas 78714-9104
 512-322-3503 telephone
 www.tdi.texas.gov

Risk Managers - licensees may only write the line authorized by Texas Insurance Code TIC Ch. 4153.

KATHRYN ANN GRUBBS
 4225 OAK MOUNT DR
 CARROLLTON TX 75010

Texas Department of Insurance
KATHRYN ANN GRUBBS

License No: 1800511 NPN: 8681431

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as	Risk Manager	Effective Date	11-26-2012	Expiration Date	11-26-2014
Qualified for					



Christopher Bean, Director
 Agent and Adjuster Licensing

Signature Required on Wallet License.

Cut along Exterior Line and Fold in the middle.

Texas Department of Insurance
 License No: 1800511 NPN: 8681431

KATHRYN ANN GRUBBS
 4225 OAK MOUNT DR
 CARROLLTON TX 75010

Signature of Licensee

Texas Department of Insurance
KATHRYN ANN GRUBBS

License No: 1800511 NPN: 8681431

BE IT KNOWN, the above named, having fulfilled all requirements for the licensure under the laws of State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

Licensed as/Qualified for	Effective Date	Expiration Date
Risk Manager	11-26-2012	11-26-2014

Christopher Bean, Director
 Agent and Adjuster Licensing





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sleeper Sewell Insurance Services, Inc. 12400 Coit Road, Suite 1100 Dallas TX 75251-2039	CONTACT NAME: Julia Ladnier PHONE (A/C, No, Ext): (972) 419-7500 FAX (A/C, No): (972) 419-7555 E-MAIL ADDRESS: julia.ladnier@sleepersewell.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Scottsdale Ins. Co.	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

INSURED
 Wethe & Associates, Inc.
 2607 Manor Way
 Dallas TX 75235

COVERAGES **CERTIFICATE NUMBER:** 13/14 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY CLAIMS MADE-RETRO 4/13/98			EKS3090172	4/13/2013	4/13/2014	EACH CLAIM/AGGREGATE \$ 1,000,000 RETENTION \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **FOR INFORMATION &/OR BID PURPOSES ONLY*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Von Breaux/JULIA
--	--

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

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) March 4, 2014					
Legal		RESOLUTION ATTACHED? (Box 3)	<table border="1"> <tr> <td>YES</td> <td>X</td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES	X	NO	
YES	X						
NO							

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution Approving Issuance of Obligations by the Public Finance Authority (a Wisconsin entity)

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

Local attorney Jimmy Franklin has requested that the Board of Commissioners approve the attached resolution. A nonprofit foundation formed in Wisconsin is acquiring local student housing for Georgia Southern students, and the acquisition is being financed by the issuance of bonds by the Public Finance Authority, which is an entity created under Wisconsin law and similar to our Development Authority. Wisconsin law permits the Public Finance Authority to issue bonds for projects outside of Wisconsin, but requires that a political subdivision within whose boundaries the project is to be located approve the financing of the project. Importantly, the Board of Commissioners' approval of this resolution will not obligate Bulloch County in any way in regard to the bonds. As the resolution specifically states: "The County shall have no responsibility or liability whatsoever with respect to the Bonds." Mr. Franklin will be at the meeting to explain the transaction in more detail and answer any questions.

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)							
NEW BUSINESS (6d)	X						
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL	INITIAL	INITIAL	INITIAL <i>CAS</i>	INITIAL <i>ga</i>	INITIAL
DATE	DATE	DATE	DATE <i>2/27/14</i>	DATE <i>2/27/14</i>	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

STATE OF GEORGIA)
)
COUNTY OF BULLOCH)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA APPROVING THE ISSUANCE OF OBLIGATIONS BY THE PUBLIC FINANCE AUTHORITY (A WISCONSIN ENTITY) RELATING TO THE FINANCING OF 111 SOUTH STUDENT HOUSING IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000 AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the Public Finance Authority (the "Authority") has been established pursuant to sections 66.0301, 66.0303 and 66.0304 (collectively the "Act") of the Wisconsin statutes;

WHEREAS, the Authority is authorized by the Act to issue bonds, notes or other evidences of indebtedness to finance projects located inside or outside of the State of Wisconsin;

WHEREAS, the Authority intends to execute and deliver obligations in two or more series in a principal amount not to exceed \$50,000,000 (the "Bonds"), to finance the acquisition of a student housing property known as "111 South" located in the County of Bulloch, State of Georgia (the "County") at 111 Rucker Lane, Statesboro, Georgia (the "Project");

WHEREAS, section 66.0304 (11)(a) of the Act requires that prior to issuance of the Bonds a political subdivision within whose boundaries the Project is located has approved the financing of the Project;

WHEREAS, it is in the public interest and for the public benefit that the Board of Commissioners, as the governing body of the County, approve the financing of the Project by the Authority with issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Bulloch County, Georgia ("the Board"), as follows:

Section 1. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Board hereby approves the issuance of the Bonds and financing of the Project by the Authority. It is the purpose and intent of the Board that this Resolution constitute approval of the issuance of the Bonds and financing of the Project for purposes of section 66.0304 (11)(a) of the Act. This approval does not constitute an endorsement of the Project or the Bonds.

Section 3. The adoption of this Resolution shall not obligate the County or any department thereof to (i) provide any financing to acquire, rehabilitate or operate the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority or with respect to the Bonds; or (iv) take any further action with respect to the Authority or the Bonds.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents related thereto to which the Authority is a party. The County shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. All proper officers and officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effectuate the purposes of this Resolution and the transaction approved hereby.

Section 6. This resolution shall take effect immediately.

ADOPTED this _____ day of March, 2014.

CHAIRMAN, BOARD OF COMMISSIONERS
OF BULLOCH COUNTY, GEORGIA

(Attest) _____
CLERK, BOARD OF COMMISSIONERS
OF BULLOCH COUNTY, GEORGIA

(SEAL)

CLERK'S CERTIFICATE

ON MOTION duly made and seconded the above Resolution was passed and adopted by the Board of Commissioners, County of Bulloch, State of Georgia, on the 4th day of March, 2014, by the following vote:

AYES: _____

NAYES: _____

I hereby certify the foregoing is a full, true and correct copy of the Original Resolution entered in the Minutes of the Board of Commissioners given under my hand and the official seal of Bulloch County, Georgia this _____ day of March, 2014.

CLERK, BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

APPROVED this _____ day of March, 2014 as to Form and Legality.

By: _____
JEFF AKINS, STAFF ATTORNEY FOR BULLOCH COUNTY, GEORGIA

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

DEPARTMENT MAKING REQUEST (Box 1) County Manager/Legal	MEETING DATE (Box 2) March 4, 2014		
	RESOLUTION ATTACHED? (Box 3)	YES	X
NO			

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution to Authorize Sale of Three Parcels of Real Property by Sealed Bids

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

Approval of the attached resolution will authorize the solicitation of sealed bids for sale of the three parking lot parcels the County still owns adjacent to the site of the old hospital. As you will note in the Invitation for Bids and the Proposal Form attached to the resolution, a minimum bid has been set for each parcel based on the opinion of fair market value rendered by Chief Appraiser John Scott. The lots may be sold individually or in any combination depending on the bids that are received. Bids are due no later than 3:00 p.m. on Tuesday, April 8, 2014, at which time the bids will be publicly opened and read aloud. A recommendation concerning award or rejection of bids will be presented to the Board of Commissioners at the next regular meeting that follows the bid opening. Pursuant to Georgia law, the Board retains the discretion to reject any and all bids, and the award, if any, must be made to the highest responsible bidder.

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)							
NEW BUSINESS (6d)	X						
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL	INITIAL	INITIAL	INITIAL <i>CAS</i>	INITIAL <i>Jsa</i>	INITIAL
DATE	DATE	DATE	DATE <i>2/27/14</i>	DATE <i>2/26/14</i>	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	
OTHER	
NOTES	

STATE OF GEORGIA

COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2014 - ____

WHEREAS, Bulloch County owns the following described real property, to-wit:

PARCEL 1: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 1.032 acres, as depicted on a plat prepared for the Board of Commissioners of Bulloch County, Georgia, by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated July 7, 1999, recorded in Plat Book 58, Page 248, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by a 20' alley a combined distance of 224.87'; Southeasterly by Granade Street a combined distance of 199.89'; Southwesterly by East Grady Street a combined distance of 224.91'; and Northwesterly by lands of Max Manack a distance of 199.96'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

PARCEL 2: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 0.469 acre, as depicted on a plat prepared for the Board of Commissioners of Bulloch County, Georgia by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated July 7, 1999, recorded in Plat Book 58, Page 248, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by East Inman Street a distance of 225.30'; Southeasterly by Lot No. 14 a distance of 94.50'; Southwesterly by Lot No. 2 a distance of 221.97'; and Northwesterly by Granade Street a distance of 94.54'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

PARCEL 3: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 0.604 acre, as depicted on a plat prepared for the

Board of Commissioners of Bulloch County by John A. Dotson, Registered Land Surveyor No. 2500, dated July 10, 2013, recorded in Plat Book 65, Page 275, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by East Grady Street a combined distance of 100.78'; Southeasterly by lands of Timothy R. and Nicolle Thaller and by lands of Anthony Brandon Blair a combined distance of 269.93'; Southwesterly by East Inman Street a combined distance of 93.79'; and Northwesterly by Granade Street a distance of 271.20'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description; and

WHEREAS, O.C.G.A. § 36-9-2 provides that “[t]he county governing authority shall have the control of all property belonging to the county and may, by order entered on its minutes, direct the disposal of any real property which may lawfully be disposed of and make and execute good and sufficient title thereof on behalf of the county”; and

WHEREAS, the Bulloch County Board of Commissioners, as the governing authority of Bulloch County, has determined that the above-described real property is unserviceable in that it cannot be beneficially or advantageously used under all circumstances for county purposes; and

WHEREAS, the Bulloch County Board of Commissioners has further determined that the above-described real property should be disposed of as surplus property; and

WHEREAS, O.C.G.A. § 36-9-3 provides, subject to certain exceptions, that the governing authority of any county disposing of any real property shall make all such sales to the highest responsible bidder either by sealed bids or by auction after due notice has been given;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners as follows:

SECTION ONE. The above-described real property is hereby determined and declared to be unserviceable and surplus property, and it is hereby ordered that said real property be disposed of in accordance with law.

SECTION TWO. It is hereby ordered that the above-described real property be advertised for sale by sealed bids in accordance with the “Invitation to Bid for Sale of Real Property Owned by Bulloch County” attached hereto as Exhibit A, and the “Proposal Form” attached hereto as Exhibit B.

SECTION THREE. The County Manager and County Attorney are hereby authorized and directed to so advertise the above-described real property for sale by sealed bids in accordance with law, to open and read any bids that are received at the appointed time and place, and to make a recommendation concerning acceptance or

rejection of any bids received at the next regular meeting of the Bulloch County Board of Commissioners following the opening of the bids.

SO BE IT RESOLVED this 4th day of March, 2014.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy Strickland, Clerk

(SEAL)

EXHIBIT A

INVITATION TO BID FOR SALE OF REAL PROPERTY OWNED BY BULLOCH COUNTY

The Bulloch County Board of Commissioners is offering for sale by sealed bids the following described real property, to-wit:

PARCEL 1: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 1.032 acres, as depicted on a plat prepared for the Board of Commissioners of Bulloch County, Georgia, by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated July 7, 1999, recorded in Plat Book 58, Page 248, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by a 20' alley a combined distance of 224.87'; Southeasterly by Granade Street a combined distance of 199.89'; Southwesterly by East Grady Street a combined distance of 224.91'; and Northwesterly by lands of Max Manack a distance of 199.96'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

PARCEL 2: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 0.469 acre, as depicted on a plat prepared for the Board of Commissioners of Bulloch County, Georgia by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated July 7, 1999, recorded in Plat Book 58, Page 248, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by East Inman Street a distance of 225.30'; Southeasterly by Lot No. 14 a distance of 94.50'; Southwesterly by Lot No. 2 a distance of 221.97'; and Northwesterly by Granade Street a distance of 94.54'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

PARCEL 3: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 0.604 acre, as depicted on a plat prepared for the Board of Commissioners of Bulloch County by John A. Dotson, Registered Land Surveyor No. 2500, dated July 10, 2013, recorded in Plat Book 65, Page 275, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by East Grady Street a combined distance of 100.78'; Southeasterly by lands of Timothy R. and Nicolle Thaller and by lands of Anthony Brandon Blair a combined distance of 269.93'; Southwesterly by East Inman Street a combined distance of 93.79'; and Northwesterly by Granade Street a distance of 271.20'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

At the discretion of the Board of Commissioners, the parcels may be sold individually or in any combination to a single purchaser or to multiple purchasers. The MINIMUM BID that will be considered for PARCEL 1 is \$180,000.00. The MINIMUM BID that will be considered for PARCEL 2 is \$29,500.00. The MINIMUM BID that will be considered for PARCEL 3 is \$112,000.00. The MINIMUM BID that will be considered for COMBINED PARCELS is the sum of the minimum bids for the individual parcels included in the combined bid.

Said property, if sold, will be sold to the highest responsible bidder for cash at closing, subject to existing liens, encumbrances, easements, and restrictive covenants of record. The purchaser(s) will be responsible for paying all closing costs, including without limitation recording fees and attorney's fees. The purchaser(s) may be required to enter a sales contract pending the closing of the sale. The Bulloch County Board of Commissioners will convey the property to the successful purchaser(s) by limited warranty deed at closing.

Persons interested in submitting a bid to purchase said property should obtain a bid package and proposal form by contacting Jeff Akins at the Bulloch County North Main Annex located at 115 North Main Street, Statesboro, Georgia or by mail at P.O. Box 347, Statesboro, Georgia 30459 or by phone at (912) 764-0106 or by e-mail at jakins@bullochcounty.net. Bids should be submitted in a sealed envelope on the proposal form provided to County Manager Tom Couch by personal delivery at 115 North Main Street, Statesboro, Georgia 30458 or by mail at P.O. Box 347, Statesboro, Georgia 30459. The outside of the envelope should be marked: **"Sealed Bid for Purchase of Real Property – Bid Date April 8, 2014 at 3:00 p.m. – Attn: County Manager Tom Couch"**. In order to be considered, sealed bids must be received no later than 3:00 p.m. on Tuesday, April 8, 2014, at which time all bids that have been received will be publicly opened and read aloud in the Community Room of the Bulloch County North Main Annex located at 115 North Main Street, Statesboro, Georgia. The Bulloch County Board of Commissioners reserves the right to reject any and all bids and to waive informalities and technicalities.

EXHIBIT B

PROPOSAL FORM

The Bulloch County Board of Commissioners is offering for sale by sealed bids the following described real property, to-wit:

PARCEL 1: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 1.032 acres, as depicted on a plat prepared for the Board of Commissioners of Bulloch County, Georgia, by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated July 7, 1999, recorded in Plat Book 58, Page 248, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by a 20' alley a combined distance of 224.87'; Southeasterly by Granade Street a combined distance of 199.89'; Southwesterly by East Grady Street a combined distance of 224.91'; and Northwesterly by lands of Max Manack a distance of 199.96'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

PARCEL 2: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 0.469 acre, as depicted on a plat prepared for the Board of Commissioners of Bulloch County, Georgia by Lamar O. Reddick, Registered Land Surveyor No. 1387, dated July 7, 1999, recorded in Plat Book 58, Page 248, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by East Inman Street a distance of 225.30'; Southeasterly by Lot No. 14 a distance of 94.50'; Southwesterly by Lot No. 2 a distance of 221.97'; and Northwesterly by Granade Street a distance of 94.54'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

PARCEL 3: All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County, Georgia and in the City of Statesboro, containing 0.604 acre, as depicted on a plat prepared for the Board of Commissioners of Bulloch County by John A. Dotson, Registered Land Surveyor No. 2500, dated July 10, 2013, recorded in Plat Book 65, Page 275, Bulloch County Records, which tract is bound now or formerly as follows: Northeasterly by East Grady Street a combined distance of 100.78'; Southeasterly by lands of Timothy R. and Nicolle Thaller and by lands of Anthony Brandon Blair a combined distance of 269.93'; Southwesterly by East Inman Street a combined

distance of 93.79'; and Northwesterly by Granade Street a distance of 271.20'.

The aforesaid plat and description thereon are by reference incorporated herein and made a part of this description.

At the discretion of the Board of Commissioners, the parcels may be sold individually or in any combination to a single purchaser or to multiple purchasers. The MINIMUM BID that will be considered for PARCEL 1 is \$180,000.00. The MINIMUM BID that will be considered for PARCEL 2 is \$29,500.00. The MINIMUM BID that will be considered for PARCEL 3 is \$112,000.00. The MINIMUM BID that will be considered for COMBINED PARCELS is the sum of the minimum bids for the individual parcels included in the combined bid. Bidders may bid on one or more parcels by entering their bid in the blank next to the corresponding parcel number below. Bidders should also enter the total of their bid on the blank provided below.

The Bidder named below hereby submits the following bid to purchase one or more of the above-described parcels:

PARCEL 1 (Minimum Bid: \$180,000.00): \$ _____

PARCEL 2 (Minimum Bid: \$29,500.00): \$ _____

PARCEL 3 (Minimum Bid: \$112,000.00): \$ _____

TOTAL BID: \$ _____

The Bidder understands and acknowledges that said property, if sold, will be sold to the highest responsible bidder for cash at closing, subject to existing liens, encumbrances, easements, and restrictive covenants of record. The purchaser(s) will be responsible for paying all closing costs, including without limitation recording fees and attorney's fees. The purchaser(s) may be required to enter a sales contract pending the closing of the sale. The Bulloch County Board of Commissioners will convey the property to the successful purchaser(s) by limited warranty deed at closing. The Bulloch County Board of Commissioners reserves the right to reject any and all bids and to waive informalities and technicalities.

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone No.: _____

Bidder's Signature: _____

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

DEPARTMENT MAKING REQUEST (Box 1) <i>Airport/Legal</i>	MEETING DATE (Box 2) <i>March 4, 2014</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Airport Lease Agreement with Midcoast Aviation Services, LLC; Bobby Smith; Topflight Aviation of Georgia, Inc.; and George Hitt

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

The Airport Committee has recommended approval of the attached lease agreement.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO	X		NO	X
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	<i>CPD</i>	INITIAL	<i>JS</i>	INITIAL	
DATE		DATE		DATE		DATE	<i>2.27.14</i>	DATE	<i>2/26/14</i>	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of March, 2014 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") as party or parties of the first part, and MIDCOAST AVIATION SERVICES, LLC; BOBBY SMITH, individually; TOPFLIGHT AVIATION OF GEORGIA, INC.; and GEORGE HITT, individually, (hereinafter "Lessees"), as party or parties of the second part.

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Building 12, one office in the Main Terminal Building, and two tie-down spots on the ramp at the Statesboro-Bulloch County Airport (hereinafter the "Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent Building 12 and the one office in the Main Terminal Building in an "as is" condition.

2. LEASE TERM

The initial term of this lease shall be for a period of six (6) months, commencing on March 1, 2014 and ending on August 31, 2014. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party ten (10) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties. The failure to pay rent within ten (10) days after the date on which it is due shall be deemed a material breach of this lease.

3. RENTAL

Lessees shall pay to Lessor rental of Five Hundred and No/100 Dollars (\$500.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a

late fee of fifteen (15) percent, or Seventy-five and No/100 Dollars (\$75.00), for exceeding the ten (10) day grace period. The initial rental payment of Five Hundred and No/100 Dollars (\$500.00) due on March 1, 2014, shall be paid prior to Lessees' occupation of the Leased Property.

3.1 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Lessor will run this credit card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account. Lessor will also run this credit card on the first business day of each month to pay for monthly rental.

4. OPTION TO RENEW

Lessees shall have the option to renew this lease for an additional term of one (1) year upon expiration of the initial term of six (6) months. Provided, however, that said option to renew shall be subject to the parties' agreement on a renegotiated rate of rental for the additional one (1) year term. Failure of the parties to mutually agree on a renegotiated rate of rental shall render the option to renew null and void.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term, or any extensions or renewals thereof.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are

not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon termination of this lease.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

(a) Lessees' failure to perform any of its obligations under this lease;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but

not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this lease, the term "Lessor" includes the Lessor and its employees, agents, shareholders, administrators, and board members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this lease.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessees shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an

exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

11.3 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

Lessees shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

13. ASSIGNMENT AND SUBLETTING

Lessees may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessees of their liability to Lessor for all obligations under this lease. Any sale of the business entity that is one of the Lessees herein shall have the same effect as an assignment under this paragraph, and Lessor may consent to but shall not be obligated to accept any assignment of this lease to the new individual owner or owners. If Lessor chooses not to accept an assignment of this lease to the new owner or owners, then Lessor may terminate this lease immediately without any further obligation hereunder.

14. RIGHTS CUMULATIVE

All rights, powers, and privileges conferred upon the parties by this lease shall be cumulative but not restrictive to those given by law.

15. CONSTRUCTION OF THIS AGREEMENT

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessees:

MidCoast Aviation Services, LLC and Bobby Smith
31093 Highway 23 North
Collins, Georgia 30421

Topflight Aviation of Georgia, Inc. and George Hitt
P.O. Box 618
Gainesville, GA 30501

For the Lessor:

Bulloch County Board of Commissioners
Attn: County Manager
P.O. Box 347
Statesboro, Georgia 30459

17. QUIET ENJOYMENT

Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this lease, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this lease.

18. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

19. TIME OF THE ESSENCE

In all instances where Lessees are required by the terms and provisions of this lease to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

20. JOINT AND SEVERAL LIABILITY

The Lessees shall be jointly and severally liable for all their obligations under this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

[SIGNATURES ON NEXT PAGE]

LESSOR:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

By: _____
J. Garrett Nevil, ,Chairman

Attest: _____
Christy Strickland, Clerk

LESSEES:

MIDCOAST AVIATION SERVICES, LLC

By: _____

Attest: _____

BOBBY SMITH

By: _____
Bobby Smith

TOPFLIGHT AVIATION OF GEORGIA,
INC.

By: _____

Attest: _____

GEORGE HITT

By: _____
George Hitt

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

DEPARTMENT MAKING REQUEST (Box 1) <i>Airport/Legal</i>	MEETING DATE (Box 2) <i>March 4, 2014</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Airport Lease Agreement with KP Aviation LLC, Kelly Brown, and Phillip Roesel

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

The Airport Committee has recommended approval of the attached lease agreement.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO	X		NO	X
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	<i>CAS</i>	INITIAL	<i>ga</i>	INITIAL	
DATE		DATE		DATE		DATE	<i>2/27/14</i>	DATE	<i>2/26/14</i>	DATE	

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

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of March, 2014 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and KP AVIATION LLC; KELLY BROWN, individually; and PHILLIP ROESEL, individually (hereinafter collectively referred to as "Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor hereby leases to Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, Hangar # 3 at the Statesboro-Bulloch County Airport (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessee agrees to rent Hangar # 3 in an "as is" condition.

2. LEASE TERM

The initial term of this lease shall be for a period of One (1) year, commencing on March 1, 2014. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party thirty (30) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties.

3. RENTAL

Lessee shall pay to Lessor rental of Two Hundred and No/100 Dollars (\$200.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessee may be granted a Ten (10) day grace period to make said monthly rental payments. Lessee will be assessed a late fee of fifteen (15) percent, or Thirty Dollars and No/100 (\$30.00), for exceeding the ten (10) day grace period. The initial rental payment of Two Hundred and No/100 Dollars (\$200.00) due on March 1, 2014 shall be paid prior to Lessee's occupation of the Leased Property.

3.1 Fuel Purchases: Lessee agrees to provide Lessor with a credit card to be kept on file. Lessor will run this card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account.

4. OPTION TO RENEW

Lessee shall have the option to renew this lease for an additional term of one (1) year upon expiration of the initial one (1) year term. Provided, however, that said option to renew shall be subject to the parties' agreement on a renegotiated rate of rental for the additional one (1) year term. Failure of the parties to mutually agree on a renegotiated rate of rental shall render the option to renew null and void.

5. UTILITIES

5.1 Lessee shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessee shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessee desires to install equipment that will require additional or upgraded utility services, Lessee shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessee's expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

6.1 Lessee shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee and shall be removable at any time prior to the expiration of the initial lease term, or any extensions or renewals thereof.

6.3 Any improvements placed on or attached to the Leased Property by Lessee which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon termination of this lease.

7. MAINTENANCE AND REPAIRS

7.1 Lessee has a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property, whereas Lessor assumes all other responsibilities.

7.2 Lessee shall maintain the area around the exterior of the building in a clean condition and shall not use this exterior area for the storage of any materials or equipment, including but not necessarily limited to old vehicles, machine parts, or tools.

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessee shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessee's failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessee's negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or
- (c) Lessee's failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessee, Lessee shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- (a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;
- (b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or
- (c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the

Leased Property.

10.3 For purposes of section 10 of this lease, the term "Lessor" includes the Lessor and its employees, agents, shareholders, administrators, and board members. Upon written notice and request from Lessor, the Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee at common law, in equity, or under any other provisions of this lease.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessee shall maintain comprehensive general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

11.3 Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

Lessee shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

13. ASSIGNMENT AND SUBLETTING

Lessee may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessee of its liability to Lessor for all obligations under this lease.

14. RIGHTS CUMULATIVE

All rights, powers, and privileges conferred upon the parties by this lease shall be cumulative but not restrictive to those given by law.

15. CONSTRUCTION OF THIS AGREEMENT

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessee:

KP Aviation LLC, Kelly Brown and Phillip Roesel
622 Pear Orchard Lane
Statesboro, Georgia 30458

For the Lessor:

Bulloch County Board of Commissioners
Attn: County Manager
P.O. Box 347
Statesboro, Georgia 30459

17. QUIET ENJOYMENT

Lessor hereby covenants to permit Lessee quiet enjoyment of the Leased Property during the term of this lease, and any renewals or extensions thereof, so long as Lessee shall fulfill its obligations under this lease.

18. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

19. TIME OF THE ESSENCE

In all instances where Lessee is required by the terms and provisions of this lease to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEE:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

KP AVIATION LLC

By: _____
J. Garrett Nevil, Chairman

By: _____

Attest: _____
Christy Strickland, Clerk

Attest: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

KELLY BROWN

By: _____
Kelly Brown

PHILLIP ROESEL

By: _____
Phillip Roesel

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

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) March 4, 2014							
Airport/Legal				RESOLUTION ATTACHED? (Box 3)		YES					
						NO	X				
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Airport Lease Agreement with TJP@Jax, Inc. d/b/a The Jumping Place											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
The Airport Committee has recommended approval of the attached lease agreement.											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)				BUDGETED ITEM? (7a)		YES					
						NO	X				
PUBLIC HEARING (6b)				AMENDMENT REQUIRED? (7b)		YES					
						NO	X				
CONSENT (6c)		X		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)							
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 CMS		INITIAL Jlu		INITIAL	
DATE		DATE		DATE		DATE 2/27/14		DATE 2/26/14		DATE	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2014 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS, as party or parties of the first part (hereinafter referred to as "Lessor") and CATHERINE L. KLOESS and TJP@JAX, INC. D/B/A THE JUMPING PLACE, as party or parties of the second part (hereinafter "Lessees").

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Maintenance Hangar Building 15 at 127 Airport Drive at the Statesboro-Bulloch County Airport (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property.

2. LEASE TERM AND TERMINATION

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2014 and ending on December 31, 2014. Provided, however, that if either party breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party fifteen (15) days' written notice of its intent to terminate, which written notice shall specify the reasons for termination. If the breaching party promptly cures the breach, the terminating party may (but is not required to) rescind the termination in writing. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties. This lease is subordinate to Statesboro / Bulloch County's federal and state obligations and all Lessees must comply with current and future federal grant assurances and conditions of state aid. This lease is also subordinate to all local ordinances and codes as well.

3. RENTAL

Lessees shall pay to Lessor rental of Eight Hundred and No/100 Dollars (\$800.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a Ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or One Hundred Twenty Dollars and No/100 (\$120.00), for exceeding the ten (10) day grace period. The initial rental payment of Eight Hundred and No/100 Dollars (\$800.00) due on January 1, 2014 shall be paid prior to Lessees' occupation of the Leased Property. At Lessor's sole discretion, Lessees may be given a credit against rental for the cost of certain improvements made by Lessees to the Leased Property. The total amount of such credits, and the specific amount to be credited against each month's rental, shall be determined by the mutual agreement of the parties and shall be memorialized in a written addendum to this lease. Such improvements shall be deemed as prepaid rent. The rental payments

described herein shall be inclusive of commercial operating permits and landing fees for the Lessees. Lessees agree to provide Lessor with a credit card to be kept on file. Lessor will run this card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account.

4. OPTION TO RENEW

Lessees shall have the option to renew this lease for an additional term of one (1) year upon expiration of the initial one (1) year term, if any. Provided, however, that said option to renew shall be subject to the parties' agreement on a renegotiated rate of rental for the additional one (1) year term. Any increase in renewal negotiation including the inclusion of "commercial operating permits" or "landing fees" as well as the land use lease, should follow the Consumer Price Index (CPI). Failure of the parties to mutually agree on a renegotiated rate of rental shall render the option to renew null and void.

5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term, or any extensions or renewals thereof.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon termination of this lease.

7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property, whereas Lessor assumes all other responsibilities.

7.2 Lessees shall maintain the area around the exterior of the building in a clean condition and

shall not use this exterior area for the storage of any materials or equipment, including but not necessarily limited to old vehicles, machine parts, or tools.

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. In case of an emergency, Lessor reserves the right to enter leased premises and structures without notice. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or
- (c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- (a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this lease, the term "Lessor" includes the Lessor and its employees, agents, shareholders, administrators, and board members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this lease.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessees shall maintain comprehensive general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

11.3 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE AND MINIMUM REQUIREMENTS

12.1 Lessees shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessees shall use the Leased Property as a Full Service Skydiving Center, including but not limited to Skydiving Training, Skydiving Equipment Sales, Maintenance, Video Editing and sales, Merchandise, and other products and services offered to the Lessees' customers and agents. The Lessees shall also maintain a full service Aviation Maintenance Shop on the Leased Property that is open to the public (including sales of aircraft parts, pilot services, and aviation related supplies and accessories). The Lessees shall provide to the Lessor the name and contact number of the Maintenance Manager who will respond to the maintenance needs of the Lessor's customers.

12.2 Lessees shall comply with the following minimum requirements established by the Airport Committee:

(a) Skydivers will use a defined Drop Zone (landing space) designated by the Airport Manager.

- (b) Lessees will host a pilots' meeting with the local pilots to explain procedures and radio communications involved with skydiving.
- (c) Alcohol will not be consumed on Airport property by Lessees or their customers.
- (d) With the assistance of the Airport Manager, Lessees will develop and abide by a plan concerning access by skydiving customers into gated areas for safety and security purposes. This plan must be approved by the Airport Manager.
- (e) Camping in tents or recreational vehicles by Lessees or their customers will not be permitted on Airport property.
- (f) All skydiving operations shall be conducted in a safe, orderly and proper manner and in strict compliance with all current and future Federal Aviation Regulations (FARs) and USPA's Basic Safety Requirements (BSRs).

12.3 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this lease and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this lease but is merely intended to emphasize the materiality of the provisions in Section 12.

13. ASSIGNMENT AND SUBLETTING

Lessees may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessees, and any purported assignment without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessees of their liability to Lessor for all obligations under this lease.

14. RIGHTS CUMULATIVE

All rights, powers, and privileges conferred upon the parties by this lease shall be cumulative but not restrictive to those given by law.

15. CONSTRUCTION OF THIS AGREEMENT

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessees:

Catherine L Kloess and TJP@JAX, Inc. d/b/a The Jumping Place
Attn: Catherine L Kloess
5731 18th Street
Zephyrhills, Florida 33542

For the Lessor:

Bulloch County Board of Commissioners
Attn: County Manager
P.O. Box 347
Statesboro, Georgia 30459

Note: For purposes of sending notice to Lessees, a single notice addressed to both Lessees and sent to the above address shall be deemed sufficient notice to both Lessees.

17. QUIET ENJOYMENT

Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this lease, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this lease.

18. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

19. TIME OF THE ESSENCE

In all instances where Lessees are required by the terms and provisions of this lease to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

20. JOINT AND SEVERAL LIABILITY

Lessees shall be jointly and severally liable for all their obligations under this lease, including but not limited to the obligation to pay rental.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

TJP@JAX, INC. D/B/A THE JUMPING PLACE

By: _____

By: _____

J. Garrett Nevil, Chairman

Attest: _____

Attest: _____

Christy Strickland, Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

CATHERINE L. KLOESS

By: _____
Catherine L. Kloess

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

DEPARTMENT MAKING REQUEST (Box 1)
Parks and Recreation Dept./Splash in the Boro

MEETING DATE (Box 2) 3/4/2014

RESOLUTION ATTACHED? (Box 3)

YES	x
NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Purchase of Chaise Lounge Chairs and Arm Chairs for Splash in the Boro.

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

Splash in the Boro needs to purchase 290 additional pool deck chairs to replace broken chairs that were last purchased in 2009.

**AGENDA CATEGORY
(CHECK ONE) (Box 6)**

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

YES	X
NO	

**AMENDMENT
REQUIRED? (7b)**

YES	
NO	

PUBLIC HEARING (6b)

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

CONSENT (6c)

X

NEW BUSINESS (6d)

OLD BUSINESS (6e)

OTHER (6f)

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL	Ma	INITIAL		INITIAL		INITIAL	CS	INITIAL		INITIAL	
DATE	2/19/2014	DATE		DATE		DATE	2/27/14	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Memorandum

To: Mike Rollins
From: Steve Brown
Date: 2/18/2014
Re: Chaise Lounge Chairs and Arm Chairs

Request for a sealed bid was sent out, Feb. 3, 2014, for the purchase of 290 Bahia Chaise Lounge Chairs and Pacific Back Armchairs by the Bulloch County Purchasing Manager, Faye Bragg. At the time of bid opening on Feb. 17, 2014 at 3:00p only two bids had been received. The two vendors were ET&T distributors and Contract Furnishings International. It is my recommendation that these chairs be purchased from Contract Furnishings International due to submission the lowest bid.

These chairs will be used to replace broken and older existing chairs at Splash in the Boro to maintain an inventory of 750 combined deck chairs for our 2,100 guest capacity park. The amount requested for this purchase is \$19,642.66 of the \$20,000 dedicated to the purchase of new chairs in the 2014 FYE Capital Out-lay budget line item.

I am requesting that this item be placed on the agenda for the County Commissioners meeting, scheduled for March 4, 2014, to receive approval to purchase these chairs.

(see attachments)

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

DATE: 2/18/2014

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS					
				NO. 1		NO. 2		NO. 3	
				Contract Furnishings		ET&T Distributors			
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
215	Bahia Chaise Lounge Chairs			\$76.22	\$16,387.30	\$76.95	\$16,544.25		\$0.00
75	Pacific Fanback Armchairs			\$26.27	\$1,970.25	\$29.63	\$2,222.25		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00
	LESS DISCOUNTS	 							
	PLUS FREIGHT	 			\$1,285.11		\$1,361.00		
	TOTALS	 		 	\$19,642.66	 	\$20,127.50	 	\$0.00

REQUESTING DEPARTMENT Aquatics- Splash in the Boro	NOTES	AWARD TO: <u>Contract Furnishings</u>
ACCOUNT CODE 556-61241-54.2500		(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE		PURCHASE ORDER NO.: _____

Contract Furnishings International, Inc.

P.O. Box 11469

Bradenton, FL 34282-1469

"Pool & patio furniture is our specialty"

Justin Roberts-Baker

Account Manager



Phone (941) 359-6900 Fax (941) 359-6935

Web Site www.contract-furnishings.com

Email justin@contract-furnishings.com

"MINIMUM SPECIFICATIONS"

Chaise Lounge Chairs

<u>Quantity</u>	<u>Description</u>	<u>Color</u>
215	Bahia Chaise Lounge Chairs	White
75	Pacific Fanback Armchair	White

Rated to 300 lbs
Made of 100% prime resin
Made for commercial use
U.V. Resistant

Please include any additional information such as warranty and etc.

Bid form is on the following page. Please fill out completely.

Please list any exceptions to the specifications on the exceptions to specifications sheet.

(Exhibit B) BID FORM

Resin, Chaise Lounge chair Unit Price 76.22 X 215 = total 16,387.30

Pacific Fanback Armchair Unit Price 26.27 X 75 = total 1,970.25

Shipping and Handling Cost: 1,285.11

GRAND TOTAL: (\$ 19,642.66)

Estimated lead time for delivery: 10-14 DAYS

Quantities are estimates. Please indicate if this unit price quote will be honored if fewer suits are ordered, and if it will be honored if smaller quantities are reordered after the initial order. YES NO

Company Name: Contract Furnishings International, Inc.

Company Address: 1625 W. University Pkwy Sarasota, FL 34243

Company Representative: Justin Roberts-Baker

Title: Account Manager

Signature of Representative: Justin Roberts-Baker

Telephone Number: 941-359-6900

Fax Number: 941-359-6935

E-mail Address: Justin@contract-furnishings.com

CHECK LIST

The items listed below must be returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Exhibit A, page 6 – Exceptions to Specifications Sheet
- 2. Exhibit B, page 7 – Bid Form
- 3. Exhibit C, page 9 – Non-Collusion Affidavit
- 4. Exhibit D, page 10 – Vendor Declaration

(Exhibit C) NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Manatee

Owner, Partner or Officer of Firm: Joe Griffin

Company Name, Address, (County and State): CONTRACT Furnishings, Intl Inc.
1625 West University Ave
Sarasota, FL 34243
SAME AS ABOVE

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 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 whatsoever; 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 whatsoever; 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 CONTRACT Furnishings International, Inc.

SIGNATURE *Joe Griffin*

TITLE President

Subscribed and sworn to before me this 6th day of February 2014.

NOTARY PUBLIC *Angela Murillo*



(Exhibit D) 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 scope of work.

That 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 informalities in the bidding.

That by submission of this proposal the vendor acknowledges that 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:

Joe Griffin President
Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 6th day of February 2014.

NOTARY PUBLIC Amurillo



**ACCEPTANCE OF PROPOSAL
TO BE COMPLETED BY AWARD WINNER ONLY**

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items: _____

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this ____ day of _____, 20__.

BULLOCH COUNTY, GEORGIA

SUCCESSFUL VENDOR

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.

"MINIMUM SPECIFICATIONS"

Chaise Lounge Chairs

<u>Quantity</u>	<u>Description</u>	<u>Color</u>
215	Bahia Chaise Lounge Chairs	White
75	Pacific Fanback Armchair	White

Rated to 300 lbs
Made of 100% prime resin
Made for commercial use
U.V. Resistant

Please include any additional information such as warranty and etc. ✓

Included- Warranty, Pictures and ET&T Distributors, Inc. Estimate

Bid form is on the following page. Please fill out completely. ✓

Please list any exceptions to the specifications on the exceptions to specifications sheet. ✓

N/A

(Exhibit B) BID FORM

Resin, Chaise Lounge chair Unit Price \$76.95 X 215 = total \$16,544.25

Pacific Fanback Armchair Unit Price \$29.63 X 75 = total \$2222.25

Shipping and Handling Cost: \$1361.00

GRAND TOTAL: (\$ 20,127.50)

Estimated lead time for delivery: 7-14 business days from order date

Quantities are estimates. Please indicate if this unit price quote will be honored if fewer suits are ordered, and if it will be honored if smaller quantities are reordered after the initial order. YES X NO

Company Name: ETT Distributors, Inc.

Company Address: 947 Beville Road Suite 15

Company Representative: Erica Schaufele

Title: Customer Service Sales Representative

Signature of Representative: ESSchaufele

Telephone Number: 386-322-7789

Fax Number: 386-322-4289

E-mail Address: ett@ettflorida.com

CHECK LIST

The items listed below must be returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Exhibit A, page 6 – Exceptions to Specifications Sheet
- 2. Exhibit B, page 7 – Bid Form
- 3. Exhibit C, page 9 – Non-Collusion Affidavit
- 4. Exhibit D, page 10 – Vendor Declaration

(Exhibit C) NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Volusia

Owner, Partner or Officer of Firm: Erin Toung

Company Name, Address, County and State: ET&T Distributors, Inc 947 Beville Rd Suite 15
Daytona Beach, FL 32119. Volusia, Florida

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 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 whatsoever; 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 whatsoever; 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 ET&T Distributors, Inc.

SIGNATURE Erin L. Toung

TITLE President

Subscribed and sworn to before me this 4 day of Feb. 2014

NOTARY PUBLIC Christine Holmes



CHRISTINE HOLMES
MY COMMISSION # EE 172852
EXPIRES: March 11, 2016
Bonded Thru Budget Notary Services

(Exhibit D) 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 scope of work.

That 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 informalities in the bidding.

That by submission of this proposal the vendor acknowledges that 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:

Erin L Laung President
Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 4th day of Feb 2014

NOTARY PUBLIC Christine Holmes



CHRISTINE HOLMES
MY COMMISSION # EE 172652
EXPIRES: March 11, 2016
Bonded Thru Budget Notary Services

**ACCEPTANCE OF PROPOSAL
TO BE COMPLETED BY AWARD WINNER ONLY**

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items: _____

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this _____ day of _____, 20__.

BULLOCH COUNTY, GEORGIA

SUCCESSFUL VENDOR

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.



ET&T Distributors Inc.

ET & T Distributors, Inc.

947 Beville Rd. Ste 15
 South Daytona, Florida 32119
 386-322-7789 Fax 386-322-4289

Estimate

DATE	ESTIMATE NO.
2/4/14	38204

State of Florida Minority Business Enterprise

www.etflorida.com

Bill to:	Ship To
Bulloch County Board of Commissioners Faye Bragg P.O. Box 347 Statesboro, GA 30459	Splash in the Boro Waterpark & Aquatic Center 1388 Hwy. 24 East Statesboro, GA 30461

Customer Phone	Customer Fax	Contact	Management Co.	Terms	REP	Job Name
912-764-6245	912-764-8634	Faye Bragg		See Act-bill...	et-es	2/4/14 Bahia/Pacific ...

ITEM	QTY	DESCRIPTION	COST	Total
44031104 WH-18	198	Bahia Contract Adjustable Chaise - White - Made for Commercial Use - Twice the Resistance of U.V. than ordinary market Chaises - Rated to 300 Pounds - Recessed Wheels for Easy Mobility - reinforced slats and frame for extra support - built in safety guard prevents finger injuries caused by accidental fall of the adjustable back - longer sleigh glides to prevent accidental front tilt - Stackable - 4 Position Adjustable Back - Stain Resistant - 3 year Warranty- Ships in packs of 18 - Retail Price: \$194.00 10,10,5	76.95	15,236.10T
44031004 WH-6	17	Bahia Contract Adjustable Chaise - White - Made for Commercial Use - Twice the Resistance of U.V. than ordinary market Chaises - Rated to 300 Pounds - Recessed Wheels for Easy Mobility - reinforced slats and frame for extra support - built in safety guard prevents finger injuries caused by accidental fall of the adjustable back - longer sleigh glides to prevent accidental front tilt - Stackable - 4 Position Adjustable Back - Stain Resistant - 3 year Warranty- Ships in packs of 6 - Retail Price: \$206.00 10,10,5	76.95	1,308.15T
Break Pack		Bahia 6 pack Break Pack - Pacific Fanback 4 pack break pack		

CFHLA, AAGO, Daytona Hotel Motel Association NWBOC Certified National Women Owned Business	Sales Tax (0.00)
	Total

***Your approval signature is required to process the above order. Your signature indicates that you have reviewed and approve the colors, quantities, and addresses exactly as it is listed above:**

Signature Required _____

Date _____



ET&T Distributors Inc.

ET & T Distributors, Inc.

947 Beville Rd. Ste 15
 South Daytona, Florida 32119
 386-322-7789 Fax 386-322-4289

Estimate

DATE	ESTIMATE NO.
2/4/14	38204

State of Florida Minority Business Enterprise
www.etflorida.com

Bill to:	Ship To
Bulloch County Board of Commissioners Faye Bragg P.O. Box 347 Statesboro, GA 30459	Splash in the Boro Waterpark & Aquatic Center 1388 Hwy. 24 East Statesboro, GA 30461

Customer Phone	Customer Fax	Contact	Management Co.	Terms	REP	Job Name
912-764-6245	912-764-8634	Faye Bragg		See Act-bill...	et-es	2/4/14 Bahia/Pacific ...

ITEM	QTY	DESCRIPTION	COST	Total
49092004 WH-16	64	Pacific Fanback Armchair - White - A Food Service and Hospitality Industry Standard - One Piece Molded Prime Resin - constructed of 100% prime resin; a material impervious to salt air, chlorine and most common stains - resists discoloration and deterioration because of UV stabilizers - attractive high gloss finish - heavy duty contract grade armchair - Fanback design provide a distinctive look, plus support comfort - withstands weather extremes - stays cool to the touch in hot sun - rated to 300 pounds - five year warranty - ships in pack of 16 Retail price: \$71.00 10,10,5	29.63	1,896.32T
US092004 WH-4	11	Pacific Fanback Armchair - White - A Food Service and Hospitality Industry Standard - One Piece Molded Prime Resin - constructed of 100% prime resin; a material impervious to salt air, chlorine and most common stains - resists discoloration and deterioration because of UV stabilizers - attractive high gloss finish - heavy duty contract grade armchair - Fanback design provide a distinctive look, plus support comfort - withstands weather extremes - stays cool to the touch in hot sun - rated to 300 pounds - five year warranty - ships in pack of 4 Retail Price: \$83.00	29.63	325.93T

CFHLA, AAGO, Daytona Hotel Motel Association NWBOC Certified National Women Owned Business	Sales Tax (0.00)
	Total

***Your approval signature is required to process the above order. Your signature indicates that you have reviewed and approve the colors, quantities, and addresses exactly as it is listed above:**

Signature Required _____
Date _____



ET&T Distributors Inc.

ET & T Distributors, Inc.

947 Beville Rd. Ste 15
 South Daytona, Florida 32119
 386-322-7789 Fax 386-322-4289

Estimate

DATE	ESTIMATE NO.
2/4/14	38204

State of Florida Minority Business Enterprise

www.ettflorida.com

Bill to:

Ship To

Bulloch County Board of Commissioners
 Faye Bragg
 P.O. Box 347
 Statesboro, GA 30459

Splash in the Boro
 Waterpark & Aquatic Center
 1388 Hwy. 24 East
 Statesboro, GA 30461

Customer Phone	Customer Fax	Contact	Management Co.	Terms	REP	Job Name
912-764-6245	912-764-8634	Faye Bragg		See Act-bill...	et-es	2/4/14 Bahia/Pacific ...

ITEM	QTY	DESCRIPTION	COST	Total
Grosfillex Shipping		Shipping Handling - #2457 Freight quotes are only good for 7 days Shipping - unless other wise noted shipping charges include standard delivery only. Liftgate service , notify before delivery available at additional cost.	1,361.00	1,361.00T

CFHLA, AAGO, Daytona Hotel Motel Association NWBOC Certified National Women Owned Business	Sales Tax (0.00)	\$0.00
	Total	\$20,127.50

***Your approval signature is required to process the above order. Your signature indicates that you have reviewed and approve the colors, quantities, and addresses exactly as it is listed above:**

Signature Required _____

Date _____

2014 EXTERIOR Contract U. S. Price List

11/1/2013

Prices and Shipping Terms: All prices and shipping terms are F.O.B. our distribution center (Lebanon, PA or Compton, CA). Freight collect. Shipments of items not stocked at our distribution center in Compton, CA may require a longer lead time. Please consult your Grosfillex Sales Representative for details.

Acceptance of Orders: All orders are subject to acceptance by Grosfillex, Inc. Orders must be approved by the credit department before being processed or entered. Stock cannot be reserved.

Claims and Damages: Please take time to check all merchandise immediately upon arrival for any visual or concealed damage. The risk of damage or loss passes to the buyer at the time the merchandise is released to the carrier. Grosfillex packs its products carefully and thoroughly inspects them before they leave the factory. However, damage sustained in transit can occur and is the responsibility of the carrier. All merchandise shipped from our factories is shipped F.O.B. Factory and requires the consignee to file the claim if one is necessary. If concealed damage is found, notify the carrier's agent immediately for inspection. Save all cartons and packing. The form required to file such a claim will be supplied by the carrier.

Limited Warranty: Grosfillex, Inc. manufactures its resin furniture from first quality raw materials and according to the most advanced standards of manufacturing process available.

Grosfillex warrants its Contract furniture to be free from manufacturing defects in materials or workmanship when used, maintained and stored under normal commercial use. This warranty applies to the original buyer from the date of purchase. The warranty period is two years for the BAHIA Deck Chair, Molded Melamine Tabletops, Resin Table Bases, Aluminum Pedestal and Tilt Top Bases and Bar Height Table Bases. Three years for the HAVANA ARMCHAIR, SIDECHAIR, and BARFOOL, SANIBEL CLASSIC, SUMATRA CLASSIC, TRINIDAD, VICTORIA CLASSIC, ACADIA CLASSIC, ATLANTIC CLASSIC, AQUABA CLASSIC, MIAMI, SEVILLE, COLOMBO, SAVANNAH, AMAZONA, and VOGUE chairs, JERSEY MIDBACK & BELIZE SLING CHAIR, All Weather Wicker JAVA CHAIR & CHAISE, CALYPSO, BAHIA, NAUTICAL, CATALINA, AND MARINA chaises and PATIO FENCING; and five years for PACIFIC chairs. ATLANTICA low tables, resin tables, umbrellas, umbrella bases and cushions have a one year warranty.

This warranty is limited to the repair or replacement of those products or parts of products which Grosfillex finds and accepts as defectively manufactured during the warranty period, at no cost to the original owner. Replacement products or parts of products are warranted in a quantity prorated only for the remainder of the duration of the original warranty period. In the event that the exact model of the defective product is unavailable, Grosfillex will replace it with a comparable product.

If the resin frame or backrest of the NAUTICAL, CATALINA, or MARINA chaise fails structurally or discolors under normal usage within three years from the date of purchase, Grosfillex will repair or replace the frame or the backrest of the chaise without charge. (Parts and labor included.) In addition, Grosfillex warrants the fabric of the sling chaise for a period of three years against tearing. In the unlikely event that the fabric of the sling chaise tears under normal commercial use, Grosfillex will replace the fabric at no charge to its customer. (Labor not included.) Grosfillex warrants the fabric of the sling chaise one year from the date of purchase against discoloration or fading due to the sun's ultra-violet rays. This warranty does not apply to color changes due to staining. For more information on this matter, refer to the cleaning instructions provided by Grosfillex.

Specifics about this limited warranty can be obtained by contacting your local Grosfillex dealer or sales representative, or by calling our customer sales and service department at (800) 233-3186 X 5910.

Any implied warranty of merchantability or implied warranty of fitness for any particular purpose shall be limited in duration to the warranty period of the specific product from the date of purchase. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Grosfillex shall not be responsible for any loss, damage, expense or incidental or consequential damages of any kind arising out of any defect in Grosfillex products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty does not extend to goods which have been damaged, altered, abused, misused or repaired after leaving Grosfillex facilities, or which have been repaired or otherwise altered in any manner outside of such facilities, unless previously authorized in writing by Grosfillex.

Routing: Unless a special request is specifically made by the dealer, Grosfillex uses its best judgment in choosing carriers and routes to provide "Best Way" routing. A rebate will not be issued if a less expensive method is found.

Re-Delivery Charge: Add \$80.00 for each delivery.

Call before Delivery: Add \$20.00 for each "call before delivery" shipment.

Construction Site Delivery: Add \$80.00 for each delivery.

Residential Delivery: Add \$75.00 per delivery.

Driver Assist Delivery: Add \$75.00 for each delivery.

Lift Gate Delivery: Add \$125.00 per delivery.

Limited Access Delivery (Place of workshop, fairs, amusement parks, HOAs, prisons, military bases, schools): Add \$80.00 for each delivery.

Inside Delivery: Add \$60.00 for each delivery.

Reconsignment Charge: Add \$75.00 for each delivery.

In-season Payment Terms: NET 30 days from date of invoice. Late fees will be charged at a rate of 1 1/2% per month. Late fees will be automatically added to account balance.

Accepted Methods of Payment: Cashiers check, certified check, cash in advance, Visa, Mastercard, or American Express.

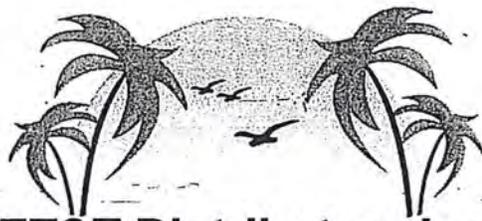
Samples: Samples of products may be purchased at a quantity of no more than one per item at a time, and at the regular sample price. Samples may not be returned to Grosfillex.

Handling Costs: Minimum net order is \$500.00. Orders less than \$500.00 net invoice are subject to a handling charge of \$50.00. Any products ordered in less than masterpack quantities will be charged an additional \$50.00 per invoice.

Returns: Grosfillex will not accept merchandise returns without prior written authorization, in the form of an RMA (Return Merchandise Authorization.)

- A copy of the RMA must accompany the returned merchandise in the form of a packing slip. RMA # must appear on each carton returned. Returns must be shipped via a Grosfillex authorized carrier.
- No freight collect shipments will be accepted.
- Authorized returns are subject to a 15% restocking fee.
- Merchandise will only be accepted in full masterpacks and in its original packaging.
- Credit for returns will only be issued after receipt and inspection of returned merchandise.

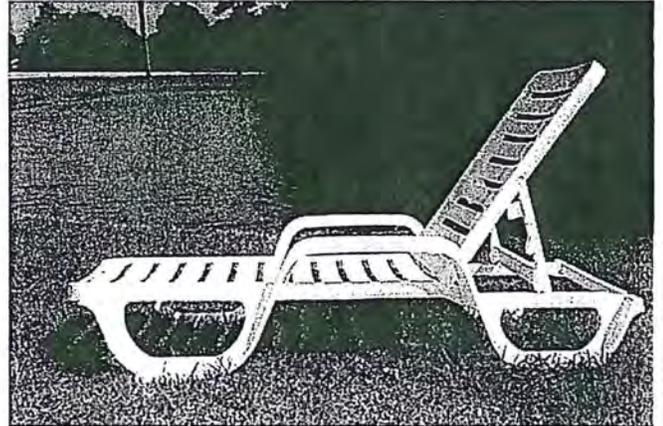
Sales Tax: Grosfillex, Inc. is registered to collect sales tax in the following states: Arizona, California, Florida, Georgia, Illinois, Indiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas & Washington. Arizona, Florida, Georgia, Indiana, Michigan, Minnesota, New Jersey, North Carolina, Ohio, Tennessee & Washington will accept the customer's home state resale/exemption certificate. The states of Missouri, New York, Pennsylvania & Texas will allow their individual state resale/exemption certificate to be completed with the customer's home state tax number. Unless you can provide Grosfillex with a resale or exemption certificate from the state in which we will drop ship on your behalf, Grosfillex is required to charge appropriate sales tax.



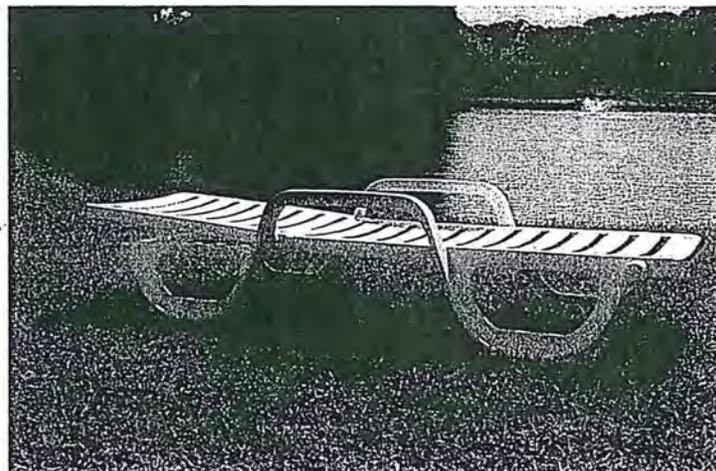
ET&T Distributors Inc.

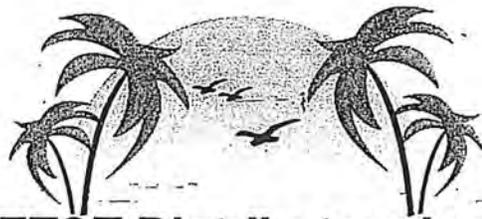
947 Beville Road, Suite #15 South Daytona, Florida 32119 888-642-2226 fax (386) 322-4289
www.ettflorida.com sales@ettflorida.com

Coincides with Estimate# 38204



Bahia Chaise
Lounge





ET&T Distributors Inc.

947 Beville Road, Suite #15 South Daytona, Florida 32119888-642-2226 fax (386) 322-4289
www.ettflorida.com ett@ettflorida.com

Coincides with Estimate# 38204

Pacific Fanback - White

