



**Bulloch County
Board of
Commissioners
Regular Meeting**

**5.01.2012
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, Garret Nevil (Presiding)	Recorder:	Clerk of the Board, Maggie Fitzgerald
Parliamentarian:	Chief Legal Counsel, Jeff Akins	Ex-Officio:	Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Director; Chris Hill, BCCI Warden; Jeff Herrington, Airport Manager; and Randy Newman, Zoning Administrator.

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Ray Mosley	5:32 PM	
Roll Call	Clerk of the Board Maggie Fitzgerald	5:33 PM	
Zoning Agenda and Public Hearings	Chairman & Zoning Administrator	5:34 PM	P/Z Pkg.
Approval of General Agenda	Chairman Nevil	6:30 PM	
Public Comments	Audience	6:32 PM	
Consent Agenda	Chairman Nevil	6:37 PM	
Approval of Minutes – Regular Meeting held on April 17, 2012	Clerk of the Board		Tab A
Approval of State Inmate Capacity Agreement	BCCI		Tab B
Approval of Contract with GDOT for Airport Improvements	Airport		Tab C
Old Business		6:40 PM	
Discussion/Action: Occupational Tax Update	County Manager		Tab D
New Business		6:50 PM	
Discussion/Action: Rescheduling BOC/P&Z Meetings	County Manager & Clerk of the Board		Tab E
Commission and Staff Comments	Chairman Nevil, et al.	6:52 PM	
Adjourn	Chairman	7:00 PM	

Additional Information - Background information in Board packets

April 17, 2012
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Anthony Simmons gave the invocation and the pledge of allegiance.

Ms. Maggie-Fitzgerald, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Vice Chairman Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson. The following staff were present: County Manager Thomas Couch, Clerk of the Board Maggie Fitzgerald, County Attorney Jeff Akins, Development Services Director Andy Welch, Chief Financial Officer Harry Starling, Area Road Superintendent Mike Boyett, Area Road Superintendent Therman Fail, Statesboro Bulloch County Parks and Recreation Director Mike Rollins, Deputy Clerk Christy Strickland, Public Facilities and Environmental Management Director Bob Smith, and County Engineer Kirk Tatum.

After Roll Call, Chairman Nevil asked for amendments or modifications of the General Agenda. County Manager Thomas Couch asked that the General Agenda be amended by (1) adding Item #3 to the New Business Agenda for the discussion and/or action regarding the authorization to proceed with the proposed Leefield Solid Waste Station; (2) adding Item #4 to the New Business Agenda for the discussion and/or action regarding pre-design activities for the Ag Arena; and (3) adding Item #5 to the New Business Agenda for the discussion and/or action regarding the resurfacing of Harville Road. Hearing no further amendments or modifications, Commissioner Gibson offered a motion to approve the General Agenda as amended. Commissioner Mosley seconded the motion, and it carried with votes from Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. Clerk of the Board Maggie Fitzgerald and County Manager Thomas Couch both stated there were no formal requests or petitions received in writing. Mr. Keith Howard,

Mr. J. E. Baker, and Mr. Brad Wiggins discussed an issue regarding the City of Statesboro's Waste Water Treatment Plant no longer accepting tippage from septic tanks and port-a-potties. Mr. Wiggins stated that without a place to legally dump the waste, septic companies and homeowners would most likely start illegally dumping within the County. After further discussion, Chairman Nevil thanked the men for their presentation, and stated that the County would start looking for a solution to the problem. Hearing no further comments from the public, Chairman Nevil moved forward to the next item on the Agenda.

Chairman Nevil stated that the Board was petitioned to hear one presentation, and that the presentation would be given by Mr. Chuck Perry, Chief Executive Officer of EMC Engineering, to discuss the proposed T-SPLOST. Mr. Perry discussed the upcoming referendum regarding T-SPLOST, and asked the Board to consider creating a list of projects that would benefit from the funding. Mr. Perry also explained how the T-SPLOST would stimulate the economy. After further discussion, Chairman Nevil thanked Mr. Perry for his Presentation.

Next, Chairman Nevil stated that the next item on the Agenda was to approve the Consent Agenda as follows: (1) to approve the Minutes of the Regular Meeting held on April 3, 2012 and (2) to approve the transmittal to the Hospital Authority of Bulloch County nominations for appointments as prescribed by their bylaws to fill expired terms (See Exhibit #2012-43). Without further discussion, Commissioner Simmons offered a motion to approve the Consent Agenda as amended. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

With no items of Old or Unfinished Business, Chairman Nevil stated that the first item of New Business was the discussion and/or action with regard to selecting the lowest and most advantageous bid for roof system replacements. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch stated that the low bid was by Chandler Roofing Company for \$71,000.00 for roof replacement at the North Main Annex and the Probation Office. After some discussion, Commissioner Mosley offered a motion to approve lowest and most responsible bid for

roof system replacements in the amount of \$71,000.00 by Chandler Roofing Company. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated that the second item of New Business was the discussion and/or action with regard to authorizing the County Manager to execute a professional services agreement with the R.W. Baird Company to underwrite proposed bonds using negotiated sales method. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch stated that the cost for underwriting services would be deducted from the amount of bonds sold at a rate that approximates \$2.90 per \$1,000.00 coupon, and that this does not include fees for bond counsel or other customary closing costs associated with the bond sale. After some discussion, Commissioner Ethridge offered a motion to authorize the County Manager to execute a professional services agreement with the R.W. Baird Company to underwrite proposed bonds using negotiated sales method (See Exhibit #2012-44). Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated that the third item of New Business was the discussion and/or action regarding the authorization to proceed with the proposed Leefield Solid Waste Station. Chairman Nevil called on Public Facilities and Environmental Management Director Bob Smith to initiate the discussion regarding the matter, and Mr. Smith stated that the new station would eliminate the cost of servicing the dumpsters seven days a week and that cutting hours of operation at several of the recycling centers would also help to fund the operation costs of the new station. After further discussion, Commissioner Gibson offered a motion to authorize the Staff to proceed with the proposed Leefield Solid Waste Station. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated that the fourth item of New Business was the discussion and/or action regarding pre-design activities for the Ag Arena. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch stated that the pre-design plans would probably cost about \$10,000.00 to \$25,000.00, and that plans for the sewer infrastructure already exists. After some discussion, Commissioner Ethridge offered a motion to authorize the County Manager to proceed with the sewer infrastructure and the pre-design plans for the Ag Arena. Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated that another item would need to be added to the Agenda, and that the fifth item of New Business was the discussion and/or action regarding a request from Mr. W.M. Sheppard to hold a second public hearing to close a portion of Bailey Road. Chairman Nevil called on County Attorney Jeff Akins to initiate the discussion regarding the matter, and Mr. Akins stated that Mr. Sheppard was unable to attend the first public hearing regarding his request to close a portion of Bailey Road and had requested that the Board hold another hearing so he could provide additional input. Mr. Akins stated that the Board would need to vote to approve or deny Mr. Sheppard's request for a second public hearing. After some discussion, Commissioner Thompson offered a motion to approve a request from W.M. Sheppard regarding a second hearing to close a portion of Bailey Road. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

With no further items of New Business, Chairman Nevil asked each Commissioner to take thirty seconds for any general comments or statements, beginning with Commissioner Gibson and then proceeding down the bench accordingly. Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge thanked

the Staff for their hard work, thanked the students for attending the meeting, and asked Mr. Keith Howard to keep in touch regarding the septic tippage issue.

After further discussion, Chairman Nevil asked for comments from the Staff, and County Manager Thomas Couch stated that he would firm up the appointments with the Fire Consultant in the next few days, that the Board would need to hold several Workshops during the month of May regarding the budget, and that he will plan a trip to Atlanta for the Board to spend some time with Governor Deal. Clerk of the Board and Interim Human Resources Director Maggie Fitzgerald gave the Board a report regarding the status of the Human Resources Department for the past four weeks, and thanked the Staff and Board for their support.

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

J. Garrett Nevil, Chairman

Attest: Maggie Fitzgerald, Clerk of the Board

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

DEPARTMENT MAKING REQUEST:	MEETING DATE: 5.01.2012		
BCCI	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

Authorize the County Manager to execute an agreement with the Georgia Department of Corrections for the FY 2013 Intergovernmental Agreement regarding State Inmates, subject to final approval by the Chief Legal Counsel

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

This agreement is for terms, conditions, and basic components for housing up to 147 inmates per day during FY 2013.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE	

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

**GEORGIA DEPARTMENT OF CORRECTIONS
LEGAL SERVICES OFFICE**



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the 1st day of July 2012, by and between the GEORGIA DEPARTMENT OF CORRECTIONS ("Department"), an agency of the State of Georgia, and BULLOCH COUNTY ("County"), a political subdivision of the State of Georgia, acting by and through its Board of County Commissioners, referred to as "party" or jointly as "parties."

RECITATIONS

WHEREAS, the Department desires to obtain appropriate care and custody of State inmates; and

WHEREAS, the County desires to provide appropriate care and custody of State inmates at a correctional institution operated by the County.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. The County agrees to provide complete care and custody of up to 147 state inmates daily, for the term of this Agreement and in accordance with State and federal constitutions and with all applicable laws, rules, regulations and orders of State, federal and local governments. Without limitation to the generality of the foregoing, the County specifically agrees that no State inmate labor shall benefit private persons or corporations.
2. Notification of Medical Treatment. The County shall notify the Department of any state inmate that the County transfers to a hospital for treatment that will require an overnight stay or that will require treatment that is likely to cost in excess of \$1,000.00. Said notification shall be provided via telephone contact within twenty-four (24) hours of the inmate being admitted for treatment on an outpatient or inpatient basis. County shall notify the Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at (404) 863-3079 at any time of day or night.

6. Reimbursement of Medical Costs.

- a. GDC agrees to reimburse County for certain costs of direct medical services required for emergency medical conditions posing an immediate threat to life or limb if a state inmate cannot be placed in a state institution for the receipt of this care; provided, however, that the GDC's obligation arises only when the cost per inmate per incident exceeds \$1000.00, and GDC shall only be liable for the amount in excess of \$1000.00, subject to the following subsections and other applicable laws and regulations.
 - b. County agrees to invoice GDC monthly for the actual cost of medical services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time the services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of medical services paid by County.
 - c. GDC is not liable to County for any late fees or charges or any kind of assessment imposed by the hospital or hospital authority (collectively, "Late Fees") for late or nonpayment by County. County agrees to exclude late fees from its invoices to GDC.
 - d. If GDC reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to GDC, GDC may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by GDC. GDC shall send County written notice of any administrative fees, and County shall have 30 days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, GDC is entitled to a setoff of the same amount against future payments owing to County.
 - e. Pursuant to HB 464 of 2009 (Act 48), O.C.G.A. § 42-5-2(c), GDC shall reimburse County no more than the applicable Georgia Medicaid Rate for emergency services provided to a state inmate by a hospital authority or hospital which is not a party to a contract with GDC or its agents on July 1, 2009. GDC shall not be liable to County for any amount paid by County to a hospital or hospital authority over the Medicaid rate for emergency services provided to a state inmate.
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with

such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS

Date

Robert E. Jones, General Counsel
Print Name, Title

BULLOCH COUNTY

Thomas Couch
County Manager

Date

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

DEPARTMENT MAKING REQUEST (Box 1) Airport	MEETING DATE May 1, 2012		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)
 To authorize the execution of a contract between Bulloch County and the Georgia Department of Transportation to construct T-Hanger Taxilanes, Apron Improvements, and Tree Clearing at the Statesboro/Bulloch County Airport. The Airport Committee recommends this project.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
 This project is next on our CIP program as approved by the Statesboro/Bulloch County Airport Committee. Full summary is attached.

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	Contract and full information attached.					
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL	<i>JH</i>	INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE	4/20/12	DATE		DATE		DATE		DATE		DATE	

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

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

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

April 12, 2012

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

Dear Chairman Nevil:

Enclosed for execution by Bulloch County are three (3) contracts to Construct T-Hangar Taxilanes, Apron Improvements and Clearing at the Statesboro-Bulloch County Airport. This project contains \$366,396.00 of federal funds and \$8,341.00 of state funds with a local share of the cost being \$10,942.65.

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

Return the contracts to: Georgia Department of Transportation
Division of Intermodal – Aviation
4005 Fulton Industrial Blvd.
Atlanta, Georgia 30336

If you have any questions, please contact Charles Evans, Aviation Project Manager at (678) 692-8546 or (912) 294-5936.

Sincerely,

Carol L. Comer
Carol L. Comer, Director
Division of Intermodal

CLC:jcn

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP012-9019-29(031)
PID - T004349

BULLOCH COUNTY

**LIMITED PARTICIPAT

Do Not Date

STATE OF GEORGIA
FULTON COUNTY

** DO NOT UNSTAPLE
ENTER ALL REQUIREMENTS
EITHER BY HAND

↓ *L*

THIS AGREEMENT made and entered into this the _____ day of _____, 2012, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and the BULLOCH COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

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

Construct T-Hangar Taxilanes, Terminal Apron Improvements and Clearing at the Statesboro-Bulloch County Airport in Statesboro, GA

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

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T004349/AP012-9019-29(031)Bulloch, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2001 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated February 17, 1989.

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

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

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

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

The total estimated cost of the Project is Three Hundred Eighty-Five Thousand Six Hundred Seventy-Nine and 65/100 Dollars (\$385,679.65). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of Eight Thousand Three Hundred Forty-One and 00/100 Dollars (\$8,341.00) and federal funds in the amount of Three Hundred Sixty-Six Thousand Three Hundred Ninety-Six and 00/100 Dollars (\$366,396.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is Three Hundred Seventy-Four Thousand Seven Hundred Thirty-Seven and 00/100 Dollars (\$374,737.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its prorata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of Ten Thousand Nine Hundred Forty-Two and 65/100 Dollars (\$10,942.65).

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

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

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

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

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

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated March 22, 2011. A copy of the compliance document is available from the DEPARTMENT's Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2001 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated February 17, 1989, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

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

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

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

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

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

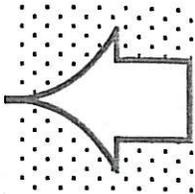
(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until August 31, 2014, whichever comes first.

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

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

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

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



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

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

Executed on behalf of

BULLOCH COUNTY

This the _____ day
of _____, 2012

CHAIRMAN

PRINTED NAME

ATTEST: _____
Treasurer

WITNESS FOR:
BULLOCH COUNTY

This contract approved by
BULLOCH COUNTY

at a meeting held at:

This the _____ day
of _____, 2012.

Clerk

Federal ID/IRS #

*Affix County
Seal*

STATESBORO-BULLOCH COUNTY AIRPORT
Statesboro, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT PROJECT NUMBER AP012-9019-29(031) BULLOCH
 PID - T004349

Construct T-Hangar Taxilanes, Terminal Apron Improvements and Clearing

ITEM	SPEC.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FAA Funds	%	GDOT FUNDS	%
FAA FY10B Funding										
1	FAA	Engineering Design Services	EA	1	\$39,541.00	\$39,541.00	\$37,563.95	95%	\$0.00	0.0%
2	FAA	Records Search for Property Lines for Tree Clearing	EA	1	\$1,866.00	\$1,866.00	\$1,772.70	95%	\$0.00	0.0%
3	FAA	Small Business and DBE Plan Update	EA	1	\$10,652.00	\$10,652.00	\$10,119.40	95%	\$0.00	0.0%
4	151-1000	Mobilization	LS	1	\$13,600.00	\$13,600.00	\$12,920.00	95%	\$340.00	2.5%
5	167-1000	Water Quality Monitoring and Sampling	EA	1	\$1,750.00	\$1,750.00	\$1,662.50	95%	\$43.75	2.5%
6	167-1500	Water Quality Inspections	MO	5	\$1,150.00	\$5,750.00	\$5,462.50	95%	\$143.75	2.5%
7	210-0001	Grading Complete	LS	1	\$29,700.00	\$29,700.00	\$28,215.00	95%	\$742.50	2.5%
8	402-3129	Recycled Asphaltic Concrete (2 Inch) 12.5mm, GP 2 Including Bituminous Materials and Hydrated Lime	TN	360	\$88.04	\$31,694.40	\$30,109.68	95%	\$792.36	2.5%
9	408-001	Joint and Crack Cleaning and Sealing in Asphalt Pavement	LF	17,000	\$1.09	\$18,530.00	\$17,603.50	95%	\$463.25	2.5%
10	603-1018	Stone Plain Rip Rap, 18 Inch Thick	SY	20	\$75.00	\$1,500.00	\$1,425.00	95%	\$37.50	2.5%
11	603-2997	Filter Blanket	SY	20	\$50.00	\$1,000.00	\$950.00	95%	\$25.00	2.5%
13	670-5640	Water Service Line, 1 1/2 Inch	LF	231.134	\$10.00	\$2,311.34	\$2,195.77	95%	\$57.73	2.5%
		Total FY10B Funding				\$157,894.74	\$150,000.00		\$2,645.84	
FAA FY11A Funding										
14	670-5640	Water Service Line, 1 1/2 Inch	LF	343.866	\$10.00	\$3,438.66	\$3,266.73	95%	\$85.97	2.5%
15	670-9999	Water Spigot with Box In Pavement	EA	6	\$1,100.00	\$6,600.00	\$6,270.00	95%	\$165.00	2.5%
16	700-6910	Permanent Grassing	AC	2.00	\$1,500.00	\$3,000.00	\$2,850.00	95%	\$75.00	2.5%
17	P-151-4.1	Selective Tree Removal - Onsite	EA	5	\$230.00	\$1,150.00	\$1,092.50	95%	\$28.75	2.5%
18	P-151-4.2	Selective Tree Removal - Offsite	EA	28	\$345.00	\$9,660.00	\$9,177.00	95%	\$241.50	2.5%
19	P-156-5.1	Temporary Seeding and Mulching	SY	9,680	\$0.15	\$1,452.00	\$1,379.40	95%	\$36.30	2.5%
20	P-156-5.2	Retrofit Sediment Basin	EA	1	\$1,500.00	\$1,500.00	\$1,425.00	95%	\$38.00	2.5%
21	P-156-5.3	Construction Exit	EA	1	\$3,000.00	\$3,000.00	\$2,850.00	95%	\$75.00	2.5%
22	P-156-5.4	Inlet Sediment Trap	EA	4	\$200.00	\$800.00	\$760.00	95%	\$20.00	2.5%
23	P-156-5.5	Temporary Silt Fence, Type C	LF	790	\$3.16	\$2,496.40	\$2,371.50	95%	\$62.41	2.5%
24	P-209-5.1	Graded Aggregate Base Course, 6 Inches	SY	3,250	\$14.82	\$48,165.00	\$45,756.75	95%	\$1,204.13	2.5%
25	P-620-5.1	Taxiway Painting and Striping	FT	780	\$3.57	\$2,784.60	\$2,645.37	95%	\$69.62	2.5%
26	D-701-5.1	Reinforced Concrete Pipe, 18 In, Class III	LF	385	\$46.00	\$17,710.00	\$16,824.50	95%	\$442.75	2.5%
27	D-751-5.1	Drop Inlet	EA	1	\$3,450.00	\$3,450.00	\$3,277.50	95%	\$86.25	2.5%
28	D-751-5.3	Outlet Control Structure	EA	1	\$3,725.00	\$3,725.00	\$3,538.75	95%	\$93.13	2.5%
29	D-751-5.4	Storm Sewer Manhole, Type 1	EA	2	\$3,350.00	\$6,700.00	\$6,365.00	95%	\$167.50	2.5%
30	D-751-5.5	Trench Drain	LF	214	\$185.00	\$39,590.00	\$37,610.50	95%	\$989.75	2.5%

STATESBORO-BULLOCH COUNTY AIRPORT
Statesboro, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT PROJECT NUMBER AP012-9019-29(031) BULLOCH
PID - T004349

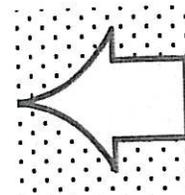
Construct T-Hangar TaxiLANes, Terminal Apron Improvements and Clearing

ITEM	SPEC.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FAA Funds	%	GDOT FUNDS	%
31	D-752-5.1	Reinforced Concrete Headwall	EA	2	\$1,015.00	\$2,030.00	\$1,928.50	95%	\$50.75	2.5%
32	F-162-5.1	Chain Link Fencing	LF	840	\$21.74	\$18,261.60	\$17,348.52	95%	\$456.54	2.5%
33	L-108-5.1	Trenching for Direct Buried Cable	LF	430	\$2.30	\$989.00	\$939.55	95%	\$24.73	2.5%
34	L-108-5.2	No. 8 AWG , 5KV L824C Cable, Installed in Trench, Duct Bank or Conduit	LF	430	\$2.30	\$989.00	\$939.55	95%	\$24.73	2.5%
35	L-108-5.3	No. 6 AWG Bare Copper Counterpoise Installed in Trench	LF	430	\$3.45	\$1,483.50	\$1,409.33	95%	\$37.09	2.5%
36	L-125-5.1	Existing Elevated Medium Intensity Taxiway Edge Lights Removed	EA	1	\$287.50	\$287.50	\$273.13	95%	\$7.19	2.5%
37	L-125-5.2	New Elevated Taxiway Edge Lights, Base Can Mounted	EA	10	\$920.00	\$9,200.00	\$8,740.00	95%	\$230.00	2.5%
38	L-125-1	Retro-Reflective Edge Markers	EA	10	\$115.00	\$1,150.00	\$1,092.50	95%	\$28.75	2.5%
39	L-125-2	Relocate Existing Edge Markers	EA	4	\$57.50	\$230.00	\$218.50	95%	\$5.75	2.5%
40	FAA	Resident Inspection and CA Services	EA	1	\$25,668.00	\$25,668.00	\$24,385.00	95%	\$641.70	2.5%
41	FAA	Materials Testing	EA	1	\$12,274.65	\$12,274.65	\$11,660.92	95%	\$306.87	2.5%
		Total FY11A Funding				\$227,784.91	\$216,396.00		\$5,695.16	
		Total Project Cost				\$385,679.65	\$366,396.00		\$8,341.00	

Total Maximum of State and Federal Funds this Contract:		Fund Source
\$150,000.00	FAA FY10B	22123
\$216,396.00	FAA FY11A	22125
\$8,341.00	FY12 State	01872
\$374,737.00		

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT



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

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Bulloch County

Contract No. and Name: T004349/AP012-9019-29(031) Bulloch

Construct T-Hangar Taxilanes, Terminal Apron Improvements and Clearing

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

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

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

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Affix Notary Seal

Department of Transportation
State of Georgia

April 11, 2012

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T004349/AP012-9019-29(031) Bulloch
Construct T-Hangar Taxilanes, Terminal Apron Improvements and Clearing at the
Statesboro-Bulloch County Airport in Statesboro, GA.

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

(For State Aid Contracts Only)

Section 107—Legal Regulations and Responsibility to the Public

Delete Subsection 107.23.A and substitute the following:

107.23 Environmental Considerations

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

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

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

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

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

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

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

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

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

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

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

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

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

D. EER Procedure:

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

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

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

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

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

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

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

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1) <div style="text-align: center;">County Manager</div>	MEETING DATE (Box 2) May 1, 2012 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">RESOLUTION ATTACHED? (Box 3)</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">NO</td> <td></td> </tr> </table>	RESOLUTION ATTACHED? (Box 3)	YES			NO	
RESOLUTION ATTACHED? (Box 3)	YES						
	NO						

REQUESTED MOTION OR ITEM TITLE (Box 4)

Fee Schedule update – Occupation Tax

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

Bulloch County began requiring an Occupation Tax in July 2010, which was comprised of a \$50 administration fee and \$75 flat fee for a total of tax of \$125 per occupation. The \$125 tax was charged to all businesses in the unincorporated area regardless of number of employees. In order to achieve a more progressive fee schedule as well as maintain the current level of revenue to the general fund, a graduated fee schedule based on the number of employees is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	X	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL JAW		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 4/25/12		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

AMENDMENT TO THE CODE OF ORDINANCES OF
BULLOCH COUNTY, GEORGIA

BE IT ORDAINED by the Bulloch County Board of Commissioners that Article V, Sec. 12-132(a) and 12-132(b) of the Code of Ordinances of Bulloch County, Georgia is amended follows:

Sec. 12-132. Occupation tax levied; limitations.

(a) Commencing on July 1, 2010, and for each succeeding year thereafter, an annual occupation tax ~~based upon a flat fee classification in the amount of \$75.00 as set forth in~~ **the County's Schedule of Fees and Charges** for each location or office is levied on those businesses and practitioners of professions and occupations with one or more locations or offices in the unincorporated part of the County; provided, however, that a business or practitioner shall not be required to pay more than one occupation tax for each office or location.

(b) Commencing on July 1, 2010, and for each succeeding year thereafter, an annual occupation tax ~~based upon a flat fee classification in the amount of \$75.00 as set forth in~~ **the County's Schedule of Fees and Charges** is levied on those businesses and practitioners of professions and occupations with no location or office in the state of Georgia if the business or practitioner: (i) has one or more employees or agents who exert substantial efforts within the unincorporated part of the County for the purpose of soliciting business or serving customers or clients; or (ii) owns personal or real property which generates income and which is located in the unincorporated part of the County. Provided, however, that a business or practitioner with no location or office in the state of Georgia shall be exempt from this occupation tax if:

- (1) The business or practitioner provides to the County satisfactory proof that it has paid an occupation tax to another local government in the state of Georgia in which the largest dollar volume of business is done or service is performed by the individual business or practitioner; or
- (2) The business or practitioner provides to the County satisfactory proof of payment of a local business or occupation tax in another state which purports to tax the business's or practitioner's sales or services in this state.

Sec. 12-140. Public hearings.

After July 1, 2010, the County shall conduct at least one public hearing before adopting any ordinance or resolution ~~which will increase~~ **regarding** the occupation ~~tax rate~~ **specified in section 12-132.**

ATTEST:

J. Garrett Nevil
Chairman – County Commission

Maggie Fitzgerald
Clerk of the Board

5/1/2012
Date

BE IT ORDAINED by the Bulloch County Board of Commissioners that the Bulloch County Schedule of Fees is amended follows:

Occupation Tax

Type	Rate
Administrative Fee	\$25

Employees	Rate
1-3	\$25
4-7	\$75
8-12	\$125
13-18	\$175
19-25	\$225
26 & above	\$275 + \$1 per employee over 26

ATTEST:

J. Garrett Nevil
Chairman – County Commission

Maggie Fitzgerald
Clerk of the Board

5/1/2012
Date

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

DEPARTMENT MAKING REQUEST: Clerk of the Board & County Manager	MEETING DATE: 05.01.2012		
	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

Discussion and/or Action: Reschedule two BOC and P&Z Meetings

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Due to the 4th of July holiday falling on a Wednesday and Elections Day falling on Tuesday, the Clerk of the Board requests that the July 3rd Meeting be moved to Monday, July 2nd, and the November 6th Meeting be moved to Monday, November 5th.

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

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