



Bulloch County Board of Commissioners Regular Meeting

June 4, 2013
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; Kenny Trapnell, Purchasing Director; Mike Rollins, SBCPRD Director; Chris Hill, BCCI Warden; 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 Mosley	5:32 PM	
Roll Call	Clerk of the Board	5:33 PM	
Zoning Agenda and Public Hearings	Zoning Administrator	5:34 PM	P/Z Pkg.
Approval of General Agenda	Chairman Nevil	6:15 PM	
Public Comments	Audience	6:17 PM	
Consent Agenda	Chairman Nevil	6:27 PM	
Approval of Minutes – Regular Meeting & Executive Session held on May 21, 2013	Clerk of the Board		Tab A
Approval for a Contract Renewal with Riggs Pharmacy for Inmate Drugs at the Bulloch County Correctional Institute	Purchasing/BCCI		Tab B
Approval of a lease bid with Golf Ventures Inc for reel mowers	Parks & Recreation		Tab C
Approval to authorize the County Manger to execute an agreement with the Georgia Department of Corrections for FY 2014 Intergovernmental Agreement	BCCI		Tab D
Approval to authorize the County Manager to award a P.O. and contract for an annual contract for Concrete Pipe	Transportation		Tab E
Commission and Staff Comments	Chairman Nevil, et al.	6:30 PM	
Executive Session: Potential Litigation	County Attorney	6:40 PM	
Adjourn	Chairman	7:00 PM	

Additional Information

Background information in Board packets



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	June 04, 2013
Application #:	CU2013-012	Application Type:	Conditional Use
Request:	Kimberly Williams has submitted an application requesting a Conditional Use for a Family Personal Care Home. The property consists of 7.52 acres and is located on Ponderosa Road.		

Applicant:	Kimberly Williams	Acres in Request:	7.52
Location:	3565 Ponderosa Road	Existing Lots:	1
Map #:	039 000008 000	Current Zoning:	AG-5
Future Land Use:	Rural-Open Area		
Directions to Property:	Take hwy 25 toward Millen. Turn right onto Ponderosa Road and property will be on the left.		
P&Z Recommendation	To approve the request with conditions.		

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		
(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 rural-open area.

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

Zoning Patterns and Consistency: The proposed use 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 conditional 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 6.8 miles (response time 23 minutes) from the Portal Fire Department. No additional resources are required.

TRAFFIC IMPACT

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

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The sketch plan in consideration of the scale of the development 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 18 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.



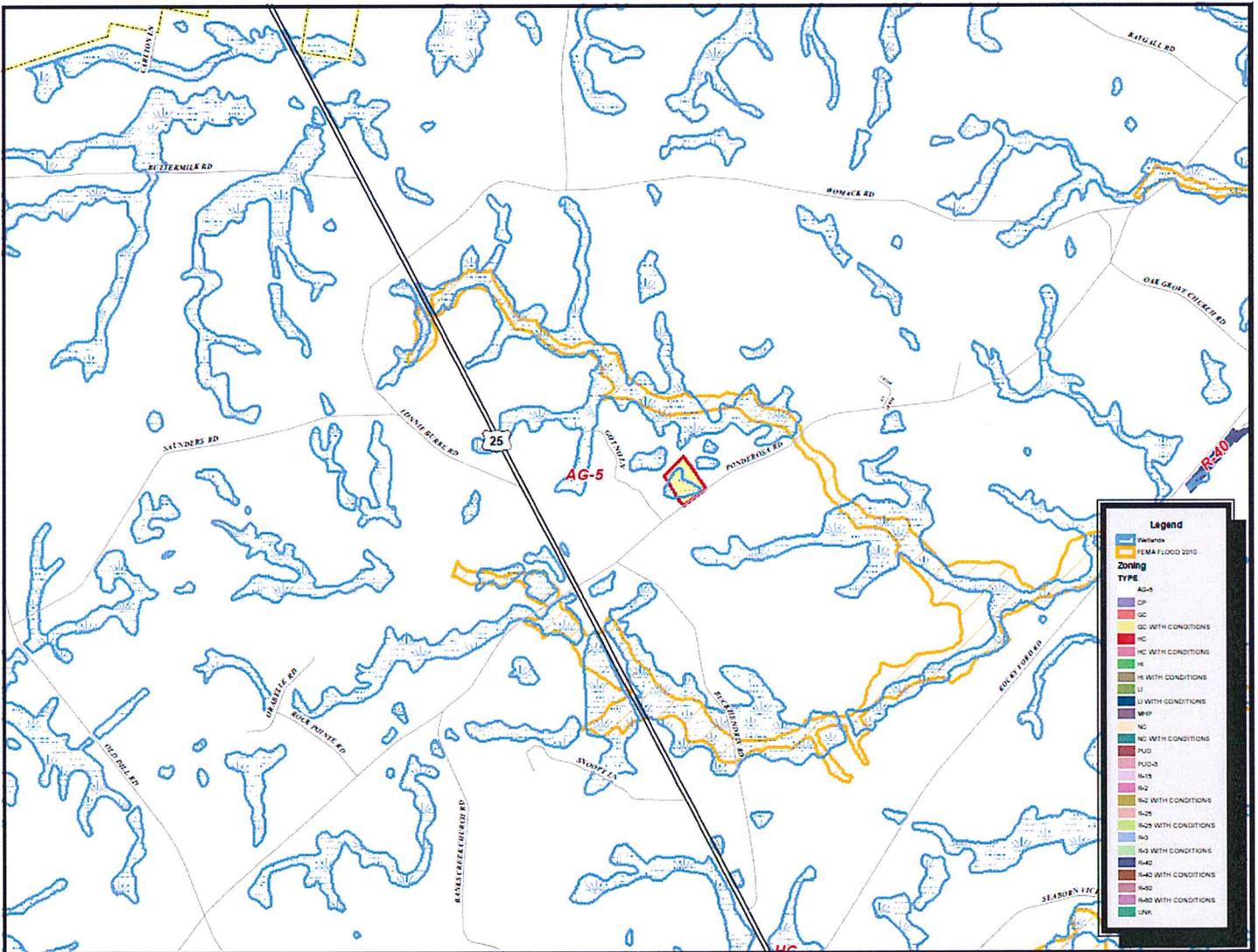
Bulloch County Departmental Review

The Planning and Zoning Commission recommended approval of the request with the following conditions:

1. To approve the request contingent upon approval from the state.
2. If the personal care home has not began operation in six (6) months from the approval of the request the Conditional Use will become null and void.
3. The Conditional Use is only good for Kimberly Williams. If the personal care home ceases operation the Conditional Use becomes null and void.

Participants

Tom Couch, County. Manager; Andy Welch, Planner; Randy Newman, Zoning Administrator.





Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	June 04, 2013
Application #:	CU2013-014	Application Type:	Conditional Use
Request:	The Daniel Lee Estate/Iretha Perkins submitted an application for a conditional use to allow a group girls home under the definition of a Boarding House. The property consists of 18.68 acres and is located at 1286 Shuman Road. Marcella Dickerson-Jones is acting as agent.		
P&Z Recommendation	To approve the request with conditions.		

Applicant:	Daniel Lee Estate/Iretha Perkins	Acres in Request:	18.68
Location:	1286 Shuman Road	Existing Lots:	1
Map #:	102B 000001 000	Current Zoning:	R-80
Future Land Use:	Rural-Open Area		
Directions to Property:	Take Hwy 301 North and turn left onto Old River Road. Turn right onto Shuman Road and property to on the right.		

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	Shuman road is a dirt road.
(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		If operated in similar manner to surrounding residences.
(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		
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		



Bulloch County Departmental Review

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-open area.

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 inconsistent with the zoning patterns in the nearby area.

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 affect 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 miles (response time 13 minutes) from the Clito Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is fair. Shuman Road is a county maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed use could create a minor 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.



Bulloch County Departmental Review

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 10 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 development.

The staff recommends approval of the conditional use request.

The Planning and Zoning Commission recommended approval of the request with the following conditions:

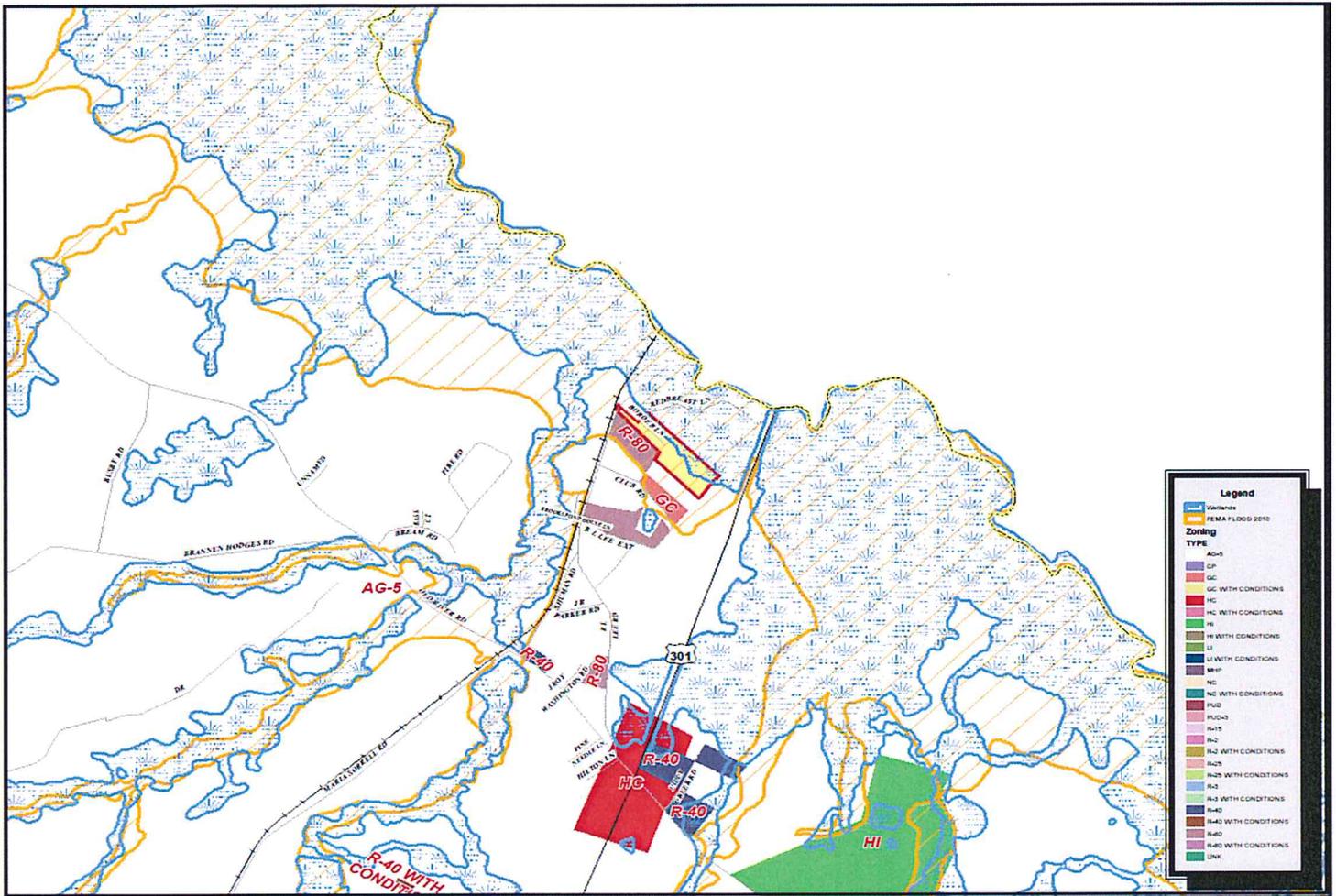
- 1. To approve the request contingent upon approval from the state.**
- 2. If the girls home has not began operation in six (6) months from the approval of the request the Conditional Use will become null and void.**
- 3. The Conditional Use is only good for Marcella Dickerson-Jones. If the girl's home ceases operation the Conditional Use becomes null and void.**

Participants

Tom Couch, County Manager; Andy Welch, County Planner; Randy Newman, Zoning Administrator.



Bulloch County Departmental Review



May 21, 2013
Statesboro, GA

Regular Meeting

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

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Mosley, Commissioner Ethridge, Commissioner Rushing, Commissioner Thompson and Vice-Chairman Gibson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Chief Financial Officer Harry Starling, Developmental Services Director Andy Welch, Chief Deputy Jared Akins, County Engineer Kirk Tatum, Purchasing Director Kenny Trapnell, Public Safety Director Ted Wynn; and Public Facilities Director Bob Smith.

After Roll Call, Chairman Nevil asked for amendments or modifications to the General Agenda. County Manager Tom Couch asked to modify the agenda by moving Item # 3 under New Business to Item #5 and adding Item # 3 for the Discussion/Action to authorize the County Manager to execute a contract with Georgia Power to relocate a transmission pole in Gateway Industrial Park; and add Item # 4 for Discussion/Action to authorize the County Manager to expend up to \$20,000 individually (which is above the \$5,000 work authorization pursuant to road and bridge policies, but is below the cap for public work bids) for capital rehabilitation of small road sections in Hunters Pointe Subdivision and Westside Road. After hearing no further modifications or amendments to the agenda, Commissioner Ethridge offered a motion to approve the General Agenda with the modifications requested by the County Manager. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. Dr. Ruth Green addressed the Board about concerns she had about the Development Authority and their Members and Ex-Officio Staff. She stated she had also

had some concerns about how funds were spent. Chairman Nevil thanked Dr. Green for coming and expressing her concerns. Commissioner Ethridge stepped out during Dr. Green's comments.

Chairman Nevil stated that the next item on the Agenda was to approve the Consent Agenda as follows: (1) To approve the minutes of the Regular Meeting and Executive Session held on May 7, 2013; (2) To Approve a Contract with Freestyle Connection for July 4, 2013 Firecracker Fest (Exhibit # 2013-047); (3) To Approve a Contract with OCS Entertainment, LLC for the Groove Eclectic for July 4, 2013 Firecracker Fest (Exhibit # 2013-048); (4) To Approve a Contract for Bulk Oil and Grease for the County Maintenance Shop (Exhibit #2013-049); (5) To approve nominations for Seat 1-B, 4-A and 4-B to the Hospital Authority (Exhibit #2013-050); (6) To Approve Nominations for two seats to the Coastal Area District Development Authority (Exhibit # 2013-051); (7) To Authorize the County Manager to execute three (3) lease renewal agreements with Georgia State Properties Commission (Exhibit # 2013-052); (8) To Approve an agreement with Ogeechee Technical College for the Bulloch County Animal Shelter and Recreation Department Stirrup Some Fun Program (Exhibit # 2013-053); and (9) To Approve a Contract Renewal with GSU for Recyclable Materials Collection and Disposal (Exhibit # 2013-054). Commissioner Thompson made a motion to approve the Consent Agenda as presented. Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Without any items of Old Business, Chairman Nevil stated the first item under New Business was for Discussion/Action to authorize the solicitation of Competitive Sealed Proposals for a Construction Manager-at-Risk for the Bulloch County Administrative Annex project. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated Palmer Architects had recommended using a Construction Manager-at-Risk (CMR) for the Administrative Annex Project. He explained the CMR will assist in the preconstruction phase with cost estimates and cost-saving suggestions, and will act as a general contractor during the construction phase. He stated prior to the construction phase the CMR will establish a guaranteed maximum

price (GMP), and the contract will be amended to include the GMP. Mr. Couch stated the CMR will be contractually obligated to construct the project at a total cost not to exceed the GMP, with the total cost to include the actual cost of the work plus CMR fees. He stated the CMR will be selected through a solicitation for competitive sealed proposals that complies with Georgia's public works construction laws and will be based on evaluation factors set forth in the request for proposals. Mr. Couch stated the evaluation factors will be weighted and will include factors such as qualifications, experience, and proposal presentation. He stated Mr. Garth Long with Palmer Architects was present if the Board had any questions. After hearing no further discussion, Commissioner Mosley made a motion to approve the authorization of the Solicitation of Competitive Sealed Proposals for a Construction Manager-at-Risk for the Bulloch County Administrative Annex. Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action to approve an agreement with Palmer Architects for Design Services for the proposed Bulloch County Administrative Annex. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the agreement is for design services for the proposed County Administrative Annex from the schematic design phase through and including the construction phase. He stated it also anticipates using a Construction Manager-at Risk for delivery of construction services. After hearing no further discussion, Commissioner Thompson made a motion to approve an agreement with Palmer Architects for Design Services for the proposed Bulloch County Administrative Annex (See Exhibit # 2013-055). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action to authorize the County Manager to execute a contract with Georgia Power to relocate a transmission pole in Gateway Industrial Park. Commissioner Ethridge returned to the meeting during this item. Chairman Nevil called on County

Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated that this was discussed back in the fall and Georgia Power has given a binding estimate to move a high-wire transmission tower in the path of A.J. Riggs Road widening project. Mr. Couch stated the amount required to be taken from 02 SPLOST economic development funds is \$282,538.00, which is slightly less than the previous estimate of \$285,000.00, of which \$10,000.00 has already been spent for engineering. Commissioner Thompson stated for economic reasons he felt there was not any other choice but to approve the request. After hearing no further discussion, Commissioner Gibson made a motion to authorize the County Manager to execute a contract with Georgia Power to relocate a transmission pole in Gateway Industrial Park (See Exhibit #2013-056). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the fourth item under New Business was for the Discussion/Action to authorize the County Manager to expend up to \$20,000 individually (which is above the \$5,000.00 work authorization pursuant to road and bridge policies, but is below the cap for public work bids) for capital rehabilitation of small road sections in Hunters Pointe Subdivision and Westside Road. Chairman Nevil called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated Pointer Road in Hunters Pointe Subdivision and a section of Westside Road at an intersection drainage culvert is in need of capital rehabilitation. He stated each section is likely to cost less than \$20,000, but to comply with County Policies and use of SPLOST funds, both projects need to be approved by the Commissioners and also for the authorization to waive sealed bid requirements pursuant to county purchasing policies. After hearing no further discussion, Commissioner Thompson made a motion to authorize the County Manager to expend up to \$20,000 individually (which is above the \$5,000.00 work authorization pursuant to road and bridge policies, but is below the cap for public work bids) for capital rehabilitation of small road sections in Hunters Pointe Subdivision and Westside Road. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the fifth item under New Business was for Discussion only on Fingerprint Electric Time Clocks. He called on Commissioner Thompson to initiate discussion on the matter. Commissioner Thompson stated he has been researching the fingerprint metric time clocks and would like to see them implemented throughout the Departments in the County as soon as possible. He stated they would be beneficial in keeping more accurate time and attendance of employees. County Manager Tom Couch stated he agreed it would help with time and attendance but the staff is looking into a system that would automatically download into payroll to try and help with some errors that have been happening. He stated he would look into all options and report back to the Board when a solution was found that would benefit everyone. There was only discussion on this item, and no action was taken.

Next, Chairman Nevil asked for any general comments or statements from the Commissioners. Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson and Commissioner Gibson thanked everyone for their hard work and welcomed Public Facilities Director Bob Smith back after his medical leave.

Next, Chairman Nevil asked for comments from the Staff. Clerk of the Board Christy Strickland reminded the Commissioners about the Freedom Courtyard Celebration at the Center for Wildlife on May 28, 2013. Public Facilities Director Bob Smith thanked the Commissioners and staff for all their support and prayers during his medical leave.

Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Potential Litigation. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. 50-14-2 (1) and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussing Potential Litigation. Without further discussion,

Commissioner Gibson offered a motion to enter into Executive Session to discuss Potential Litigation (Exhibit #2013-057). Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

The meeting was reconvened, and Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Ethridge 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, and Commissioner Ethridge voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

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

DEPARTMENT MAKING REQUEST (Box 1)

MEETING DATE 06.04.2013

Purchasing

RESOLUTION ATTACHED? (Box 3)

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Contract renewal to Riggs Pharmacy for inmate drugs to be used at Bulloch County Correctional Institute.

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

We are asking for approval to renew the inmate drug contract with Riggs Pharmacy for a one (1) year period. The original contract has a provision whereby it may be renewed for two (2) successive one (1) year periods upon mutual agreement between the parties. The above referenced contract is to be renewed for a period of one (1) year until June 30, 2014, on the same terms and conditions and at the same prices as the original contract. The signed CONTRACT RENEWAL form is attached.

AGENDA CATEGORY
(CHECK ONE) (Box 6)

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)

BUDGETED ITEM? (7a)

YES	X
NO	

AMENDMENT
REQUIRED? (7b)

YES	
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	X	YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE 04/23/2013		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

CONTRACT RENEWAL

WHEREAS, Bulloch County, Georgia (hereinafter 'the County') entered into a contract with Riggs Pharmacy on July 1, 2012, for the purchase of inmate drugs for use at the Bulloch County Correctional Institute; and

WHEREAS, the initial term of said contract was for a period of one (1) year, beginning July 1, 2012 until June 30, 2013; and

WHEREAS, said contract contains a provision whereby it may be renewed for two (2) successive one (1) year periods upon mutual agreement between the parties.

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

1. The above-referenced contract is hereby renewed for a period of one (1) year until June 30, 2014, on the same terms and conditions and at the same prices as the original contract (which terms and conditions and price list are attached hereto as exhibit A).

This 23rd day of May, 2013.

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
Tom Couch, County Manager

RIGGS PHARMACY

By: _____
Sonny Riggs

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

DEPARTMENT MAKING REQUEST (Box 1)
Recreation Department – Parks Division

MEETING DATE (Box 2) June 4, 2013

RESOLUTION ATTACHED? (Box 3)	YES	
	NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve the 3 year lease bid of \$27,530.16 per year (breakdown \$2,294.18 per month) submitted by Golf Ventures Inc. for the lease of 1 – Jacobsen 3gang reel mower and 4 – Jacobsen 5gang reel mowers.

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

See attached memo.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	x	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	x
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	✓	110-62215-52.2320 <i>2014 operating budget</i>					
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>Mr</i>	INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE	<i>5/24/2013</i>	DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		



Memorandum

To: Mike Rollins, Director

From: Tony Morgan, Manager – Parks Division

Subject: Equipment Lease

Date: May 22, 2013

Since 2005 we have been leasing refurbished reel mowers on a yearly lease or a 3 year lease. The leasing of refurbished equipment has worked excellent for us. We lease (4) 5 gang and (1) 3 gang reel mowers to mow all of the athletic fields. These mowers were coming off of a 3-5 year lease with a maximum of 1800 hours. We get them with a warranty that covers the Engine, Drivetrain, and Electrical issues for the duration of the lease. On July 1, 2013 the contract is over for the lease we are currently in with Jerry Pate Turf and Irrigation.

We sent out bids for refurbished reel mowers on February 27, 2013 with a bid opening on March 20, 2013. We sent out 3 bids to the 3 turf equipment distributors in Georgia as well as placing an ad in the herald, advertised it on the county web site, and on ACCG (GLGA) bid site. We only received one bid from Jerry Pate Turf and Irrigation for refurbished equipment for \$37,987.14. Since we only received one bid and it was \$10,000.00 more than what we had been paying for the past 3 years we decided to rebid the equipment and include new as well as refurbished in order to get more competitive bids.

We sent out 3 bids to the 3 turf equipment distributors in Georgia as well as placing an ad in the herald, advertised it on the county web site, and on ACCG (GLGA) bid site. Bids were sent out on May 3, 2013 and opened on May 22, 2013 at 3:00pm at the North Main Annex in Kenneth Trapnell's office. Harry Starling and Ruby Hunter were present as eye witnesses. Jerry Pate Turf and Irrigation and Golf Ventures were the only 2 bids sent in. A proposal for new equipment and a proposal for refurbished equipment were submitted by Jerry Pate Turf and Irrigation. Golf Ventures submitted one proposal for new equipment. The attached tabulation sheet illustrates the results of the bid opening with Golf Ventures having the lower bid with new equipment over the refurbished equipment.

There are a few exceptions to the specifications for Golf Ventures Inc., but after reviewing them carefully I am confident that it will not hinder the ability to mow or affect the quality of cut. It is my recommendation that we award the bid to Golf Ventures for the lease of new equipment consisting of (4) Jacobsen 5 gang reel mowers and (1) Jacobsen 3 gang reel mower. The lease of the new mowers will be \$176.84 less per year than the lease of the refurbished mowers that we have had for the past 3 years.

If you have any questions, please let me know.


Tony Morgan

Statesboro-Bulloch County Parks and Recreation Department

TO: Tom Couch, County Manager	
FROM: Mike Rollins, Director Parks and Recreation	
DATE: 5/23/2013	
CHECKLIST FOR " New or Refurbished Reel Mower" BID	
ITEM	REMARK
Bid opening date and time	May 22, 2013, 3:00pm
Location of bid opening	North Main Annex, Kenneth Trapnell's office
Staff present for bid opening	Tony Morgan
Total number of bids sent out by request from advertisement or public notice	0
Total number of bids sent out by invitation from vendor lists	3
Date bid was advertised in the Statesboro Herald	Herald - May 7,2013, County Website – May 3,2013
Bid tabulation table attached	Included
Statement indicating the following: were all bids submitted by responsible vendors; did content meet standards for completeness and specifications; associated statements pointing out any discrepancies, substitutions or alternatives	Included
Recommendation as to which bid is most advantageous to the county	Included
Copy of bid package submitted to the vendor attached, including addenda attached	Included
Copy of bid form and any pertinent supplemental information received from each vendor attached	Included
Properly completed "Agenda Item Summary" attached	Included

MEMORANDUM

Date: May 22, 2013
To: Mr. Tom Couch
From: Kenneth Trapnell _____ Kenneth Trapnell
Subject: Rec. Dept. New or Refurbished Equipment Re-Bid Report

Sealed bids were opened at Bulloch County Annex on May 22, 2013 @ 3:00 P.M. for new or refurbished turf equipment re-bid to be used by the Bulloch County Recreation Department.

Three (3) Invitations to Bid were e-mailed on May 3, 2013 and two (2) bids were received.

The bid solicitation was advertised in the Statesboro Herald on May 7, 2013.

The bid solicitation was also advertised on bullochcounty.net beginning on May 3, 2013.

REFURBISHED EQUIPMENT

Bids received are as follows:

Vendor	Make & Model	Total Lease/Rental (Items 1 & 2)	Total Lease/Rental (Items 1 & 2) 2nd Year	Total Lease/Rental (Items 1 & 2) 3rd Year
Jerry Pate Turf & Irrigation	Toro or John Deere	Monthly - \$3,244.45 Annual - \$37,987.14	Monthly - \$3,244.45 Annual - \$37,987.14	Monthly - \$3,244.45 Annual - \$37,987.14
Jerry Pate Turf & Irrigation	Toro or John Deere	Monthly - \$3,244.45 Annual - \$37,987.14	Monthly - \$3,244.45 Annual - \$37,987.14	Monthly - \$3,244.45 Annual - \$37,987.14

NEW EQUIPMENT

Vendor	Make & Model	Total Lease/Rental (Items 1 & 2)	Total Lease/Rental (Items 1 & 2) 2nd Year	Total Lease/Rental (Items 1 & 2) 3rd Year
Jerry Pate Turf & Irrigation	Toro	Monthly - \$5,064.93	Monthly - \$5,064.93	Monthly - \$5,064.93
Jerry Pate Turf & Irrigation	Toro	Annual - \$60,779.12	Annual - \$60,779.12	Annual - \$60,779.12
Golf Ventures	Jacobsen	Monthly - \$2,294.18	Monthly - \$2,294.18	Monthly - \$2,294.18
Golf Ventures	Jacobsen	Annual - \$27,530.16	Annual - \$27,530.16	Annual - \$27,530.16

I am sending the original bids to Mike Rollins by Tony Morgan for him to evaluate the bids and do his report for the agenda summary item.

If you need more please let me know. Thanks.

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

DEPARTMENT MAKING REQUEST: Bulloch County Prison	MEETING DATE: 6.04.2013		
	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 2014 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 2014.

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		

INTERGOVERNMENTAL AGREEMENT COUNTY CAPACITY

THIS AGREEMENT is entered into the [] day of May, 2013, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the “Department”), and BULLOCH COUNTY, a political subdivision of the State of Georgia (the “County”), acting by and through its Board of County Commissioners, referred to as “party” or jointly as “parties.”

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

WHEREAS, the County desires to provide appropriate care and custody of State offenders 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 offenders 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 offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County must enter any and all movement of State offenders transferred in and out of the County facility by recording the movement in the Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are entered accurately and in a timely manner. County is responsible for verifying the offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. The County must grant the Department access to the County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying offender count at any time upon the Department’s request.

3. Notification of Medical Treatment. The County shall notify the Department of any state offender 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 One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of the offender 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.

4. Compensation. The Department agrees to pay the County the sum of Twenty Dollars (\$20.00) per State offender per day for the duration of this Agreement. The County agrees to invoice the Department monthly, in compliance with all billing procedures established by the Department. The Department shall endeavor to pay the County for its care and custody services within Forty-Five (45) days of invoice receipt in approved form. The County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State offenders to and from the County Correctional Institution, and the Department shall not incur charges for offenders not under the care and custody of the County. An offender is not under the care and custody of the County when an offender is not housed at the County facility including when an offender is out to court or sent to a Department facility for medical or mental health evaluation.

5. Term of Agreement. This Agreement shall be effective as of July 1, 2013 and shall continue in force and effect until 11:59 p.m. on June 30, 2014. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods.

6. Termination for Convenience. The Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to the County. In the event of termination under this paragraph, the Department shall pay the County for Services that have been fully and faithfully performed prior to the effective date of termination; provided, however, that payments otherwise due the County may be applied by the Department against amounts due or claimed to be due the Department and, in addition, if termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the County prior to the effective date of termination. County shall be liable to the Department for any additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

7. Prison Rape Elimination Act. County agrees to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. County agrees to undergo training, as the Department sees fit, regarding the Department's zero-tolerance policy for sexual abuse and sexual harassment and County agrees to document that County understands such training. County agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in its facility. County agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to

- subject to the following subsections and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of medical services paid by the 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. Department 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 the County. County agrees to exclude late fees from its invoices to Department.
 - d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (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, Department 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), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for emergency services provided to a state offender by a hospital authority or hospital which is not a party to a contract with the Department or its agents on July 1, 2009. Department 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 offender.

10. 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.

11. Sole Benefit. The Department and the County enter into this Agreement for their sole benefit. The Department and the County do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement.

12. 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.

13. 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:

COUNTY:

By: _____
Robert E. Jones
General Counsel

By: _____

Print Name: _____

Title: _____

FACILITY WARDEN/SUPERINTENDENT

By: Chris Hill

Print Name: Chris Hill

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

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE 06.18.2013							
TRANSPORTATION				RESOLUTION ATTACHED? (Box 3)		YES					
						NO	X				
REQUESTED MOTION OR ITEM TITLE (Box 4) TO AUTHORIZE THE COUNTY MANAGER TO AWARD A P.O. AND CONTRACT FOR AN ANNUAL CONTRACT ON CONCRETE PIPE TO BE USED FOR ROAD MAINTENANCE BY THE ROAD DEPARTMENT. CONTRACT PERIOD TO COVER FROM June 1, 2013 THROUGH May 31, 2014.											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) PLEASE FIND ATTACHED A BID REPORT FROM THE PURCHASING OFFICE THAT INCLUDES BID PRICING AND BIDS RECEIVED. OTHER RELATED INFORMATION IS ALSO INCLUDED IN THE BID REPORT. THE LOWEST BID RECEIVED IS FROM CONCRETE PIPE & PRECAST. THIS VENDOR WAS PREVIOUSLY KNOWN AS HANSON CONCRETE PIPE. THEY HAVE OUR PRESENT CONTRACT ON CONCRETE PIPE. CONCRETE PIPE & PRECAST IS CONSIDERED A RESPONSIBLE VENDOR. THE ACCEPTANCE OF PROPOSAL FORM INCLUDED WITH THE IFB THAT WAS USED IS ALSO ATTACHED WHICH IS SIGNED BY THE VENDOR.											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)				BUDGETED ITEM? (7a)		YES	X				
						NO					
PUBLIC HEARING (6b)				ATTACH DETAILED ANALYSIS, IF NEEDED (7c)							
CONSENT (6c)		X		THERE WILL BE NO SPECIFIC FINANCIAL OPERATING IMPACT ON THE COUNTY.							
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	X	YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL	<i>DB</i>	INITIAL	<i>KT</i>	INITIAL		INITIAL		INITIAL		INITIAL	
DATE	<i>5-29-13</i>	DATE	<i>5-29-13</i>	DATE		DATE		DATE		DATE	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

MEMORANDUM

Date: May 28, 2013
To: Mr. Tom Couch
From: Kenneth Trapnell Kenneth Trapnell
Subject: Concrete Pipe Bid Report (2013)

Sealed bids were opened at the Bulloch County Annex, 115 North Main Street, Statesboro, Ga. on May 28, 2013 at 3:00 P.M. for a one year contract on concrete pipe.

The contract period runs from June 1, 2013 through May 31, 2014.

Three (3) Invitations for Bids was sent out on May 8, 2013 and two (2) bids were received.

The bid solicitation was advertised in the Statesboro Herald on May 10, 2013. However, there are no local vendors for this product in Bulloch County.

The bid solicitation was also advertised on bullochcounty.net beginning on May 8, 2013.

Bid results are as follows:

PIPE SIZE	CONCRETE PIPE & PRECAST (RINCON, GA)	DIAMOND CONCRETE PRODUCTS (GUYTON, GA)
15 Inch Pipe	\$11.55	\$10.00
15" Flared End Sections	\$285.00	\$325.00
18 Inch Pipe	\$13.95	\$12.42
18" Flared End Sections	\$325.00	\$350.00
24 Inch Pipe	\$20.95	\$18.57
24" Flared End Sections	\$425.00	\$450.00
30 Inch Pipe	\$30.95	\$27.40
30" Flared End Sections	\$520.00	\$550.00
36 Inch Pipe	\$39.95	\$35.92
36" Flared End Sections	\$625.00	\$650.00
42 Inch Pipe	\$52.95	\$46.45
48 Inch Pipe	\$64.95	\$58.12
54 Inch Pipe	\$89.95	\$81.80
60 Inch Pipe	\$107.00	\$97.58
72 Inch Pipe	\$160.00	\$136.01
Pipe Lube	(Per Lb.) \$1.66	(Per Lb.) \$1.67
Total (One Of Each Item)	\$2,773.86	\$2,850.94

The quantity of these items is unknown. That is the reason for a contract. However, in a one year period the total dollar amount will be approximately \$60,000.00.

If one item from each vendor is totaled, Concrete Pipe & Precast would be the lowest price bid.

Concrete Pipe & Precast has our yearly contract at the present time. This vendor in the past has been known as Hanson Concrete Pipe. We have had no problems with this vendor in the past.

Foley Products Company was sent a bid package but did not submit a bid.