



Bulloch County Board of Commissioners Regular Meeting

July 16, 2013
Estimated Time:
North Main Annex Community Room
Statesboro, Georgia
8:30 AM

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; Kirk Tatum, County Engineer; Dink Butler, Transportation Director; Ted Wynn, Public Safety Director; Jared Akins, Chief Deputy; Chris Ivey, Fire Chief; and Kenny Trapnell, Purchasing Director**

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Thompson	8:32 AM	
Roll Call	Clerk of the Board	8:33 AM	
Approval of General Agenda	Chairman Nevil	8:35 AM	
Public Comments	Audience	8:37 AM	
Consent Agenda	Chairman Nevil	8:47 AM	
To Approve the Minutes from the Regular Meeting and Executive Session held July 2, 2013	Clerk of the Board		Tab A
To Adopt a Resolution establishing Annual Fees for Rural Fire District	County Manager/Public Safety/Fire Dept/Legal		Tab B
To Authorize the County Manager to award a PO and contract for an annual contract on batteries to be used in county owned equipment by the Maintenance Shop	Purchasing		Tab C
To Authorize the County Manager to award a PO and contract for an annual contract on filters to be used in county owned equipment by the Maintenance Shop	Purchasing		Tab D
To reappoint Joel Martin and appoint Barbara Mosley to the Coastal Workforce Investment Board	Clerk of the Board		Tab E
To reappoint Cecil Harden and Bill Bolen to the Statesboro Regional Library	Clerk of the Board		Tab F
To reappoint Maurice Hill, Phillip Tremble, and Lonnie Simmons to the Bulloch County Alcohol & Drug Council	Clerk of the Board		Tab G
To Approve for the City of Statesboro to adopt bids on water and sewer infrastructure to TAD #1	Administration		Tab H
To Approve the annual agreement with Ogeechee District Public Defender for services provided to Bulloch County.	Administration/Judicial		Tab I

To Approve the annual agreement with Georgia State Properties Commission for tower space occupied by the Georgia State Patrol located at the North Main Annex	Administration/Public Safety		Tab J
New Business	Chairman Nevil		
Discussion/Action: To approve an Intergovernmental Agreement for Fire Protection Services to the Statesboro Fire Tax District	County Manager/Public Safety/ /Legal	8:50 AM	Tab K
Commission and Staff Comments	Chairman Nevil, et al.	9:20 AM	
Adjourn	Chairman	9:45 AM	
Additional Information			
Background information in Board packets			

July 2, 2013
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 p.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Rushing gave the invocation and the pledge of allegiance.

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Ethridge (came in at 5:55 P.M.), Commissioner Simmons, Commissioner Rushing, Commissioner Thompson and Vice Chairman Gibson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Chief Financial Officer Harry Starling, Public Safety Director Ted Wynn, Chief Deputy Jared Akins, Bulloch County Sheriff's Captain Rick Rountree, Transportation Director Dink Butler, Statesboro-Bulloch County Parks and Recreation Director Mike Rollins, and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil opened the meeting for Public Hearings regarding Zoning and Land Use matters. Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman presented Item #1, which was an application submitted by Earl M. Woodcock for a Conditional Use for the following multiple uses on a single lot in a Highway Commercial (HC) zoning district: Woodcock Small Engine Repair Shop, Woodcock Builders, and Highway 67 Tire Service. He stated the property consists of 0.57 acres and is located on Highway 67 Map Par # D01 000007 000. The Planning and Zoning Commission recommended approval of the request. Mr. Woodcock was present and stated they would use the existing building on the property for the tire business. Hearing no further discussion, Commissioner Thompson offered a motion to approve the Conditional Use request for multiple uses on a single lot. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Simmons voting in favor of the motion.

Sign-in sheets for Zoning Matters are shown in Exhibit #2013-067.

Chairman Nevil closed the Public Hearing regarding Zoning and Land Use matters, and asked for amendments or modifications to the General Agenda. Commissioner Thompson asked to modify the General Agenda and add under New Business Item # 3 for Discussion/Action for Automated Time Clocks and Item # 4 for Discussion/Action concerning the Fire Agreement with the City of Statesboro. Hearing no further modifications Commissioner Rushing offered a motion to approve the General Agenda with modifications. Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Simmons voting in favor of the motion.

Next, Chairman Nevil stated there was a presentation concerning ISO Containers. He called on Ms. Cindy Jackson to initiate discussion on the matter. She stated she lives on Olliff Road and would like to be able to use ISO Containers as habitable residences and would like the Commissioners' input before she goes through the expense of filing an application with the zoning office. Ms. Jackson passed out a presentation of some examples of different ISO Containers that have been turned into residences and discussed the advantages. Zoning Administrator Randy Newman stated Ms. Jackson would have to file for a text amendment to the Zoning Ordinance because currently there is nothing that addresses ISO containers in any zoning district. County Attorney Jeff Akins asked Ms. Jackson if she was going to request for ISO containers to be a permitted use or a conditional use in the zoning ordinance. Ms. Jackson stated she had met with Attorney Laura Marsh but they have not made a decision, and she wanted to hear the Commissioners' opinions before any of those decisions were made. County Attorney Jeff Akins suggested she and Mrs. Marsh discuss it further and come up with a plan if they choose to file an application with the Zoning Department. Chairman Nevil thanked Ms. Jackson for her presentation.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. Mr. Harry Jackson of Pope Road asked to address the Board to discuss the condition of his road. He stated first there was not a sign on the road and he would like to see one put up. Mr. Jackson stated secondly, Pope Road was in terrible condition and that Mr. Fred White with the Transportation Department had been out there approximately six (6) weeks ago but has not been back and the problem was still there. He stated that

thirdly, there was a house that burnt over three (3) years ago that has never been torn down and he would like to see it cleaned up. Zoning Administrator Randy Newman stated Code Enforcement Officer Sidney Alston has been working on the situation with the owners but they are having some personal difficulties. Chairman Nevil thanked Mr. Jackson for his thoughts and concerns. He asked if there were anymore comments for the audience at large or in writing. County Manager Tom Couch and Clerk of the Board Christy Strickland both stated that there were no formal requests or petitions received in writing. Hearing nothing further, Chairman Nevil moved on to the next item.

Chairman Nevil stated the next item on the agenda was for a Public Hearing and Action on a proposed abandonment of a portion of County Road # 435 a/k/a Allen Lee Road. He called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated the request had been advertised in the Statesboro Herald on June 20, 2013 and June 27, 2013 and the property owners had been notified via certified letters. He stated there was no one present in opposition to the request and nothing in writing had been received. After hearing no further discussion, Commissioner Thompson offered a motion to adopt a Resolution to abandon a portion of County Road # 435 a/k/a Allen Lee Road.(See Exhibit # 2013-068) Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was for a Public Hearing and Action on a proposed abandonment of a portion of County Road No # 414 a/k/a C. Scott Road. He called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated the request had been advertised in the Statesboro Herald on June 20, 2013 and June 27, 2013 and the property owners had been notified via certified letters. Mr. Jim Franklin Conner of Midway, Georgia stated he had property on C. Scott Road that has been in his family for a long time and has family members that live in the area. He stated he was against a portion of the road being closed because he is concerned with where his family would access the property, where equipment would turn around, and what it would do to the property values. After discussion on the matter, Commissioner Gibson offered a motion to not abandon the subject portion of County Road No # 414 a/k/a C.

Scott Road and for C. Scott Road to remain a public county-maintained road in its entirety. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was for a Public Hearing and Action on a proposed abandonment of County Road # 201 a/k/a Bradley Road. He called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated the request had been advertised in the Statesboro Herald on June 20, 2013 and June 27, 2013 and the property owners had been notified via certified letters. Mr. Jay Clark stated he is a farmer and used Bradley Road frequently with his farm equipment. He stated he submitted a petition (See Exhibit #2013-069) from owners in the area who opposed closing the road. Clerk of the Board Christy Strickland also stated there were two (2) letters submitted from property owners opposed to closing the road (See Exhibit # 2013-070). Mr. Will Anderson stated he was also a farmer and also traveled the road frequently with his farm equipment. Mr. James Darnell Anderson stated he was the one who filed the petition to have Bradley Road closed because of the condition of the road and how water runs from one side to another. After some discussion on having another pipe placed in the road to help with the drainage, Commissioner Gibson offered a motion to not abandon County Road # 201 a/k/a Bradley Road and for Bradley Road to remain a public county- maintained road. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was for a Public Hearing and Action on a proposed abandonment of a portion of County Road # 357 a/k/a Rozier Road. He called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated the request had been advertised in the Statesboro Herald on June 20, 2013 and June 27, 2013 and the property owners had been notified via certified letters. Mr. & Mrs. Harry Williams stated they had petitioned for the portion of the road to be closed and stated they were the only ones who accessed it. Hearing no further discussion, Commissioner Ethridge offered a motion to adopt a Resolution to abandon a portion of

County Road # 357 a/k/a Rozier Road (See Exhibit # 2013-071). Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the next item was to approve the Consent Agenda as follows: (1) To approve the minutes of the Regular Meeting and Executive Session held on June 18, 2013; (2) To reappoint Mr. Bing Phillips to the Department of Family and Children Services Board; (3) To reappoint Mr. Bruce Yawn, Mrs. Beth Matthews, Mr. Terry Reeves, and Mr. Doug Lambert to the Development Authority of Bulloch County Board; (4) To reappoint Mr. Russell Keen to the Coastal Regional Council; (5) To approve an agreement for the Board of Elections to conduct elections for the Town of Register, Georgia (See Exhibit #2013-072). Commissioner Gibson offered a motion to approve the Consent Agenda as presented. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action for an Intergovernmental Agreement for a grant proposal for updating the Sheriff's Office Equipment. He called on Captain Rick Rountree with the Bulloch County Sheriff's Office. Captain Rountree stated they were planning on purchasing a Utility Terrain Vehicle and needed the Commissioners' approval for the grant. Hearing no further discussion, Commissioner Ethridge offered a motion to approve the Intergovernmental Agreement for a grant proposal for updating the Sheriff's Office Equipment (See Exhibit # 2013-073). Commissioner Simmons seconded and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action to adopt a Resolution for the Fiscal Year 2014 General Appropriations Budget. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch reviewed the Resolution concerning the budget, and stated that the

expenditures would be limited again this year as they were in FY 2013 and everyone will still need to be responsible for helping limit their expenses. Mr. Couch stated that the goal was to have a cleaner audit for FY 2014. Hearing no further discussion, Commissioner Simmons offered a motion to adopt the Resolution for the Fiscal Year 2014 General Appropriations Budget as submitted by the County Manager (See Exhibit# 2013-074). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action concerning automated time clocks. He called on Commissioner Thompson to initiate discussion on the matter. Commissioner Thompson stated he has brought this item before the board thirty (30) days ago and would like for the Human Resources Director or the Clerk of the Board to do some preliminary research on brands and cost on automated time clocks. He says he still believes this would cut down on keeping up with staff and the hours they work. County Manager Tom Couch stated he explained when this item was brought up before that he believes it would be very beneficial to the county but is waiting on the new system that should be installed in September or October of this year and hopefully it will be able to be tied into the payroll system. No action was taken on the item.

Chairman Nevil stated the fourth item under new business was for Discussion/Action about the Fire Agreement with the City of Statesboro. He called on Commissioner Thompson to initiate discussion on the matter. Commissioner Thompson stated for over eight (8) years the Fire agreement with the City of Statesboro has been a two (2) year agreement but now the city wants to make it a twenty-five (25) year agreement. He stated he had spoken with City Councilman Travis Chance about a ten (10) year agreement but thinks they need to show a future plan before a long term agreement is approved. Commissioner Thompson stated he would like to see a five (5) year agreement and allow the City of Statesboro to come up with a proposal of what the future plans are for fire services. He also stated he would like to propose to reinstate the \$10,000 a month for fire suppression back to the city, and that the county would use the funds collected over the last two years to purchase the proper equipment to help those

property owners that have a higher ISO rating to get a lower one. Commissioner Rushing said he could not commit the county to an agreement longer than five (5) years without a plan. After additional discussion, County Attorney Jeff Akins stated he would draft up an agreement with the provisions suggested by the Commissioners for review and possible action at the next regular meeting. No action was taken on the item.

Chairman Nevil asked each Commissioner for any general comments or statements. Commissioner Ethridge, Commissioner Simmons, Commissioner Rushing, and Commissioner Gibson thanked the staff for all their hard work and dedication. Commissioner Thompson stated he would like to see the Commissioners and Staff have workshops that are held quarterly. Chairman Nevil stated there is a ribbon cutting for Manzano's on July 9, 2013 at 11:45 a.m. and asked if someone could attend because he would be out of town.

Next, Chairman Nevil asked for comments from the Staff. Mr. Couch stated he would see about getting a workshop set up for the Commissioners and 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 future Real Estate Acquisition and Personnel Matters. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. 50-14-3(b)(1) and O.C.G.A. 50-14-3(b)(2) and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussing future Real Estate Acquisition and Personnel Matters. Without further discussion, Commissioner Ethridge offered a motion to enter into Executive Session to discuss future Real Estate Acquisition and Personnel Matters. (See Exhibit #2013-075). Commissioner Thompson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Ethridge offered a motion to adjourn the meeting. 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.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

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

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) July 16, 2013		
County Manager/Public Safety/Fire Department/Legal	RESOLUTION ATTACHED? (Box 3)	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution Establishing Annual Fees for Rural Fire District for FY 2014

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

Adoption of the attached resolution is necessary to establish the annual fees for the rural fire district for the fiscal year ending June 30, 2014, and to authorize collection of the fees by the Tax Commissioner. The fees for FY 2014 are the same as for FY 2013.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CAE	INITIAL	gh	INITIAL	rc
DATE		DATE		DATE		DATE	7-12-13	DATE	7/12/13	DATE	7/12/13

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2013 - ____

WHEREAS, Article IX, Section II, Paragraph VI of the Georgia Constitution of 1983 provides that special districts may be created for the provision of local government services within such districts; and

WHEREAS, Article IX, Section II, Paragraph VI of the Georgia Constitution of 1983 further provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, Article IX, Section II, Paragraph VI of the Georgia Constitution of 1983 further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by municipal or county ordinance or resolution; and

WHEREAS, by resolution adopted on May 6, 2003, the Bulloch County Board of Commissioners established the current Statesboro Fire Tax District for which fire protection services are currently provided by the City of Statesboro's Fire Department through an intergovernmental agreement between Bulloch County and the City of Statesboro; and

WHEREAS, the Statesboro Fire Tax District consists of those areas in the unincorporated area of Bulloch County that are within a five-mile driving distance from the City of Statesboro's fire stations as required by the Insurance Services Office (ISO) for a property to receive the same ISO rating as provided in the City of Statesboro; and

WHEREAS, by Resolution 2008-23 adopted on July 15, 2008, as amended by Resolution 2009-7 adopted on April 7, 2009, and as further amended by Resolution 2012-18 adopted on July 2, 2012, the Bulloch County Board of Commissioners established the Rural Fire District for which fire protection services are currently provided by Bulloch County's Fire Department, which Rural Fire District consists of those areas of the unincorporated area of Bulloch County that are outside the current Statesboro Fire Tax District and those areas of Bulloch County located within the municipalities of Brooklet, Portal, and Register; and

WHEREAS, Resolution 2008-23, as amended, provides that the governing authority shall annually assess a fee upon each Parcel in the Rural Fire District upon which is located a Business Premises or a Residential Structure (as those terms are defined in Resolution 2008-23, as amended), except that no fee shall be assessed upon

any Parcel that is exempt from ad valorem taxation or upon a Parcel on which is located a manufactured home or mobile home that is not receiving a homestead exemption; and

WHEREAS, Resolution 2008-23, as amended, further provides that if more than one Residential Structure or Business Premises is located on a Parcel, then the amount of such fee shall be assessed against all Residential Structures or Business Premises; and

WHEREAS, Resolution 2008-23, as amended, further provides that a fee in the same amount as that assessed on a Parcel with a single Residential Structure shall also be assessed on each manufactured home or mobile home that meets the definition of a Residential Structure but is not receiving a homestead exemption; and

WHEREAS, Resolution 2008-23, as amended, further provides that the fee assessed on each Business Premises shall be higher than the fee assessed on each Residential Structure; and

WHEREAS, Resolution 2008-23, as amended, further provides that the cumulative amount of such fees shall approximate the total cost of providing fire protection services in the Rural Fire District for the fiscal year for which the fees are assessed; and

WHEREAS, Resolution 2008-23, as amended, further provides that the fire fees so assessed shall be included on the tax bill for each Parcel or, in the case of a manufactured home or mobile home that meets the definition of a Residential Structure but is not receiving a homestead exemption, on the tax bill for the manufactured home or mobile home, and that the fees shall be collected by the Bulloch County Tax Commissioner;

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

1. The annual fee for the Rural Fire District on Residential Structures, including manufactured homes or mobile homes that meet the definition of a Residential Structure but are not receiving a homestead exemption, is hereby established as Fifty-three Dollars and No/100 (\$53.00) for the fiscal year ending on June 30, 2014.
2. The annual fee for the Rural Fire District on Business Premises is hereby established as Seventy-five Dollars and No/100 (\$75.00) for the fiscal year ending June 30, 2014.
3. The Bulloch County Tax Commissioner is hereby authorized to include such fees on the 2013 tax bills for Parcels in the Rural Fire District on which are located Residential Structures (other than non-homesteaded manufactured homes or mobile homes) or Business Premises, and on the 2014 tax bills for non-homesteaded manufactured homes or mobile homes in the Rural Fire District, in accordance with the above recitals and Resolution 2008-23, as amended.

RESOLUTION APPROVED AND ADOPTED this 16th day of July, 2013.

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

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy Strickland, Clerk

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

DEPARTMENT MAKING REQUEST (Box 1) PURCHASING	MEETING DATE 07/16/2013		
	RESOLUTION ATTACHED? (Box 3)	YES	NO

REQUESTED MOTION OR ITEM TITLE (Box 4)
 TO AUTHORIZE THE COUNTY MANAGER TO AWARD A P.O. AND CONTRACT FOR AN ANNUAL CONTRACT ON BATTERIES TO BE USED IN COUNTY OWNED EQUIPMENT BY THE MAINTENANCE SHOP. CONTRACT PERIOD TO COVER FROM AUGUST 1, 2013 THROUGH JULY 31, 2014.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
 PLEASE FIND ATTACHED A BID REPORT FROM THE PURCHASING OFFICE THAT INCLUDES TOTAL PRICING OF BIDS RECEIVED. OTHER RELATED INFORMATION IS ALSO INCLUDED IN THE BID REPORT. THE LOWEST BID RECEIVED IS FROM MALLARD AUTO PARTS (\$1,284.84). THE BATTERY BID REPORT CONSIST OF ONE ITEM OF EACH NUMBER BECAUSE THE TOTAL COST FOR ALL ITEMS IS UNKNOWN. I WOULD CONSIDER MALLARD AUTO PARTS A RESPONSIBLE VENDOR.

TAKING THE ABOVE INTO CONSIDERATION, IT IS MY RECCOMENDATION THE AWARD BY MADE TO MALLARD AUTO PARTS FOR A 1 YEAR PERIOD ON THE BATTERIES.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X	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	<i>[Signature]</i>	YES	<i>[Signature]</i>	YES	<i>[Signature]</i>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL	KT	INITIAL		INITIAL	<i>[Signature]</i>	INITIAL	<i>[Signature]</i>	INITIAL	<i>[Signature]</i>
DATE		DATE	07/08/2013	DATE		DATE	7-12-13	DATE	7/12/13	DATE	7/12/13

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

MEMORANDUM

Date: July 22, 2011
To: Mr. Tom Couch
From: Kenneth Trapnell _____
Subject: Battery Bid Report

Sealed bids were opened for an annual term contract for batteries on July 22, 2011 at 3:00 P.M.

Three (3) Invitations to Bid were e-mailed to local vendors on July 7, 2011.

The bid solicitation was advertised in the Statesboro Herald on July 8, 2011.

The battery contract shall be for a period of one (1) calendar year beginning August 1, 2011 through July 31, 2012.

Bid totals are as follows:

Vendor	Total Bid Price
Mallard Auto Parts	\$1,284.84
NAPA Auto Parts	\$1,338.72
G T Auto Supply	\$1,480.52

The bid form has a list of 16 different battery part #'s that the vendor is required to price and total. This was done since the part numbers and total quantity of all batteries that will be purchased in a 12 month period is unknown.

Also, our Terms and Conditions has a clause that reads as follows:

Enclosed is a list of batteries the successful bidder will be required to keep in stock. **Any batteries not on the list will be considered "slow movers" and shall be supplied on a next day basis and be priced comparable with other batteries on the price list.** The list of batteries is EXIDE brand numbers. Cross-reference these numbers to your brand. Price and sign enclosed list as your bid. **The price list must be signed.**

Mallard Auto Parts has the lowest total bid price on batteries. Their brand name is Interstate. They have had our contract for batteries in the past.

If you need more, please let me know. Thanks.

STATE OF GEORGIA
COUNTY OF BULLOCH

CONTRACT RENEWAL

WHEREAS, Bulloch County, Georgia (hereinafter 'the County') entered into a contract with Mallard Auto Parts on August 1, 2011, for the purchase of batteries for use in Bulloch County vehicles; and

WHEREAS, the initial term of said contract was for a period of one (1) year, beginning August 1, 2011 until July 31, 2012; 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 July 31, 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 1st day of July, 2013.

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
Tom Couch, County Manager

MALLARD AUTO PARTS

By: 
Donnie Mallard

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

DEPARTMENT MAKING REQUEST (Box 1) PURCHASING	MEETING DATE 07.16.2013		
	RESOLUTION ATTACHED? (Box 3)		YES
			NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE (Box 4)
TO AUTHORIZE THE COUNTY MANAGER TO AWARD A P.O. AND CONTRACT FOR AN ANNUAL CONTRACT ON FILTERS TO BE USED IN COUNTY OWNED EQUIPMENT BY THE MAINTENANCE SHOP. CONTRACT PERIOD TO COVER FROM AUGUST 1, 2013 THROUGH JULY 31, 2014.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
PLEASE FIND ATTACHED A BID REPORT FROM THE PURCHASING OFFICE THAT INCLUDES TOTAL PRICING OF BIDS RECEIVED. OTHER RELATED INFORMATION IS ALSO INCLUDED IN THE BID REPORT. THE LOWEST BID RECEIVED IS FROM MALLARD AUTO PARTS (\$1,537.72). THE FILTER BID REPORT CONSIST OF ONE ITEM OF EACH NUMBER BECAUSE THE TOTAL COST FOR ALL ITEMS IS UNKNOWN. MALLARD AUTO PARTS IS CONSIDERED A RESPONSIBLE VENDOR.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X	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		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE 07/08/2013		DATE		DATE		DATE		DATE	

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

MEMORANDUM

Date: July 22, 2011
To: Mr. Tom Couch
From: Kenneth Trapnell Kenneth Trapnell
Subject: Filter Bid Report (2011)

Sealed bids were opened at the Bulloch County Annex on July 22, 2011 at 3:00 P.M. for a one (1) year term contract on filters. The contract is to begin on August 1, 2011 and ends on July 31, 2012.

Three (3) Invitations to Bid were e-mailed to local vendors on July 7, 2011.

The bid solicitation was advertised in the Statesboro Herald on July 8, 2011.

Bids received are as follows:

Vendor	Total Bid Price
Mallard Auto Parts	\$1,537.72
NAPA Auto Parts	\$1,692.04

Both bids are from local vendors & both bid on all items on our bid form.

The Invitation-to-Bid was sent to local vendors only because of our delivery requirements. Delivery is need on a daily basis because the maintenance shop does not stock filters now. Local vendors will deliver the items requested on approximately one hour notice from our maintenance shop.

The bid form consist of one item of each number because the total cost for all items is unknown.

Mallard Auto Parts is considered a responsible vendor. Their brand of filters is Wix.

It is my recommendation the award is made to Mallard Auto Parts for a one year contract.

STATE OF GEORGIA
COUNTY OF BULLOCH

CONTRACT RENEWAL

WHEREAS, Bulloch County, Georgia (hereinafter 'the County') entered into a contract with Mallard Auto Parts on August 1, 2011, for the purchase of filters for use in Bulloch County vehicles; and

WHEREAS, the initial term of said contract was for a period of one (1) year, beginning August 1, 2011 until July 31, 2012; 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 July 31, 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 1st day of July, 2013.

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
Tom Couch, County Manager

MALLARD AUTO PARTS

By: 
Donnie Mallard

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

DEPARTMENT MAKING REQUEST:	MEETING DATE: July 18, 2013		
Administration: Clerk of the Board	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

To reappoint Mr. Joel Martin and appoint Ms. Barbara Mosley to the Coastal Workforce Investment Board (CWIB) which expires on July 1, 2013.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The Coastal Workforce Investment Board is comprised of representatives from each of the nine counties included in Region 12: Bryan, Bulloch Camden, Chatham, Effingham, Glynn, Liberty, Long and McIntosh. The primary responsibility of the Board is to ensure that workforce development programs within our region operate effectively and efficiently to support the labor and job training needs of all job seekers. The focus of the CWIB is on strategic planning, policy development and oversight of the local workforce system. The CWIB consists of at least 51% private and 49% public sector representation, including some mandated partners. The Board of Commissioners appoints the Coastal Workforce Investment Board. The term is for 3 years.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL <i>Qsu</i>		INITIAL <i>cc</i>	
DATE		DATE		DATE		DATE 07.08.2013		DATE 7/12/13		DATE 7/12/13	

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

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: July 18, 2013		
Administration: Clerk of the Board	RESOLUTION ATTACHED?		YES
			NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

To reappoint Cecil Harden and Bill Bolen to the Statesboro Library Regional Board.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Ms. Harden and Dr. Bolen's terms expired on June 30, 2013 They are both willing and able to serve again. Please see attached letter and application.

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	<input checked="" type="checkbox"/>					
NEW BUSINESS						
OLD BUSINESS						
OTHER						

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL <i>Opn</i>		INITIAL <i>[Signature]</i>	
DATE		DATE		DATE		DATE 07.08.2013		DATE 7/12/13		DATE 7/12/13	

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

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: July 16, 2013

Administration: Clerk of the Board

RESOLUTION ATTACHED?

YES

NO

X

REQUESTED MOTION OR ITEM TITLE:

To reappoint Maurice Hill, Phillip Tremble and Lonnie Simmons to the Bulloch County Alcohol & Drug Council.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The Council consists of 12 members, 6 appointed by the county and 6 appointed by the city. The council meets the first Thursday of each month.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CAS	INITIAL	<i>JH</i>	INITIAL	<i>cc</i>
DATE		DATE		DATE		DATE	07.09.2013	DATE	7/12/13	DATE	7/12/13

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		
OTHER		
		NOTES



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administration	MEETING DATE: 07.16.2013 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">RESOLUTION ATTACHED?</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 style="text-align: center;">X</td> </tr> </table>	RESOLUTION ATTACHED?	YES			NO	X
RESOLUTION ATTACHED?	YES						
	NO	X					

REQUESTED MOTION OR ITEM TITLE:

Approval for the City of Statesboro to adopt bids on water and sewer infrastructure for TAD#1.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Pursuant to the intergovernmental agreement between the city and the county, the county must give approval of all water and sewer infrastructure bids related to this project. Two bids have been received by the city to install water and sewer mains from Gateway Industrial Park to TAD#1. Approval is recommended by the joint water-sewer technical review committee for both bids.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT																	
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES													
		NO			NO	X												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">PRESENTATION</td><td style="width: 20%;"></td></tr> <tr><td>PUBLIC HEARING</td><td></td></tr> <tr><td>CONSENT</td><td style="text-align: center;">X</td></tr> <tr><td>NEW BUSINESS</td><td></td></tr> <tr><td>UNFINISHED BUSINESS</td><td></td></tr> <tr><td>OTHER</td><td></td></tr> </table>	PRESENTATION		PUBLIC HEARING		CONSENT	X	NEW BUSINESS		UNFINISHED BUSINESS		OTHER		ATTACH DETAILED ANALYSIS, IF NEEDED: Bid #1 is for \$2,249,999.87. Bid #2 is for \$2,093,000.00. The City of Statesboro bid evaluation is attached. The City plans to expend an additional \$6.0 M (+/-) in additional infrastructure. The County's cost share obligation is exactly \$6.0, to come from SPLOST 2013 proceeds.					
PRESENTATION																		
PUBLIC HEARING																		
CONSENT	X																	
NEW BUSINESS																		
UNFINISHED BUSINESS																		
OTHER																		

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL <i>HA</i>		INITIAL		INITIAL <i>W</i>	
DATE		DATE		DATE		DATE <i>7.12.13</i>		DATE		DATE <i>7.12.13</i>	

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



HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS

June 14, 2013

Mr. Wayne Johnson
City of Statesboro
302 Briar Woods Road
Statesboro, Georgia 30458

**RE: I-16/ U.S. Highway 301 Utility Infrastructure
For the City of Statesboro**

Dear Mr. Johnson

The following bids were received on June 13, 2013 for the above referenced project:

Complete Sitework Services LLC.	\$ 2,249,999.87
Eagle Utility Contracting	\$ 2,476,096.85
Southeastern Civil, Inc.	\$ 2,523,581.00
Y-Delta, Inc.	\$ 2,687,144.29
Astra Grading & Pipe LLC.	\$ 2,995,000.00
TB Landmark Construction, Inc.	\$ 3,812,831.00
Popco Inc.	\$ 4,315,952.99

As indicated, the low bid was submitted by Complete Sitework Services LLC. It is recommended they be awarded a contract in the amount of \$ 2,249,999.87.

The successful bidder has the resources to successfully prosecute the work.

Also enclosed are three (3) copies of the Abstract of Bids for your use.

Sincerely,



INMAN BEASLEY
Manager – Construction Division

Enclosures:

Cc: Mr. Bill Lovett
Mr. Don Billet

329 COMMERCIAL DRIVE (31406) • P.O. BOX 14247 • SAVANNAH, GEORGIA 31416-1247 • TELEPHONE 912.354.4626 • FACSIMILE 912.354.6754

625 Green Street, N.E.
Gainesville, GA 30501
Telephone: 770.535.1133
Facsimile: 770.535.1134

474 Wando Park Blvd., Suite 201 (29464)
P.O. Box 1771
Mt. Pleasant, SC 29465
Telephone: 843.849.7500
Facsimile: 843.849.7502

1219 Assembly Street (29201)
P.O. Box 7967
Columbia, SC 29202
Telephone: 803.799.0444
Facsimile: 803.799.1499

www.hgbd.com

ABSTRACT OF BIDS
1-16/US Hwy 301 Utility Infrastructure
Statesboro, Georgia

Bids Received: June 13, 2013

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	Complete Sitework Services, LLC Dublin, GA			Eagle Utility Contracting, Inc. Bibb, GA			Southeastern Civil, Inc. Statesboro, GA			Y-Delta, Inc. Statesboro, GA			Agra Grading & Pave, LLC Wadley, GA			TB Lamark Construction, Inc. Jacksonville, FL			Popen, Inc. Swanwick, GA		
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE			
1	12-inch PVC force main, AWWA C900, SDR-18	20,395 LF	18.84	\$ 383,801.80	10.73	\$ 218,551.25	20.35	\$ 416,353.05	21.25	\$ 432,375.00	33.25	\$ 677,383.75	34.36	\$ 703,891.20	33.25	\$ 677,383.75	34.36	\$ 703,891.20	33.25	\$ 677,383.75	34.36	\$ 703,891.20	
2	12-inch HDPE force main, AWWA C900, SDR-18	3,695 LF	22.83	\$ 84,356.85	28.25	\$ 104,317.50	25.00	\$ 92,375.00	29.00	\$ 107,375.00	30.00	\$ 110,250.00	42.50	\$ 157,037.50	42.50	\$ 157,037.50	42.50	\$ 157,037.50	42.50	\$ 157,037.50	42.50	\$ 157,037.50	
3	18 installed by HDD	2,700 LF	90.30	\$ 243,810.00	97.75	\$ 263,925.00	86.00	\$ 238,200.00	91.80	\$ 246,864.00	115.00	\$ 310,500.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	
4	12-inch DI force main	70 LF	62.27	\$ 4,358.90	67.25	\$ 4,707.50	80.00	\$ 6,300.00	75.61	\$ 5,294.10	75.00	\$ 5,250.00	98.00	\$ 7,060.00	98.00	\$ 7,060.00	98.00	\$ 7,060.00	98.00	\$ 7,060.00	98.00	\$ 7,060.00	
5	Misc. force main fittings	410 LBS	2.72	\$ 1,115.20	2.60	\$ 1,066.00	6.00	\$ 2,400.00	2.94	\$ 1,205.40	3.40	\$ 1,364.00	5.31	\$ 2,125.80	5.31	\$ 2,125.80	5.31	\$ 2,125.80	5.31	\$ 2,125.80	5.31	\$ 2,125.80	
5a	12" x 12" x 12" Tee (1)	5,390 LBS	3.71	\$ 20,318.30	3.65	\$ 20,403.50	1.00	\$ 5,500.00	3.62	\$ 20,233.80	3.40	\$ 16,770.00	3.40	\$ 16,770.00	3.40	\$ 16,770.00	3.40	\$ 16,770.00	3.40	\$ 16,770.00	3.40	\$ 16,770.00	
5b	12" x 45" Bend (26)	2,860 LBS	0.01	\$ 28.60	3.42	\$ 9,839.60	1.00	\$ 2,860.00	1.46	\$ 4,186.60	3.00	\$ 8,580.00	7.25	\$ 20,712.50	7.25	\$ 20,712.50	7.25	\$ 20,712.50	7.25	\$ 20,712.50	7.25	\$ 20,712.50	
5c	12" - 22.5" Bend (17)	3,740 LBS	0.01	\$ 37.40	3.42	\$ 12,790.80	1.00	\$ 3,740.00	3.42	\$ 12,790.80	3.00	\$ 11,220.00	7.00	\$ 24,660.00	7.00	\$ 24,660.00	7.00	\$ 24,660.00	7.00	\$ 24,660.00	7.00	\$ 24,660.00	
5d	8" x 12" Reducer (1)	163 LBS	3.85	\$ 655.25	3.43	\$ 560.95	6.00	\$ 990.00	3.94	\$ 630.10	3.00	\$ 495.00	10.00	\$ 1,650.00	10.00	\$ 1,650.00	10.00	\$ 1,650.00	10.00	\$ 1,650.00	10.00	\$ 1,650.00	
5e	8" Plug (1)	37 LBS	5.70	\$ 324.90	3.75	\$ 139.75	7.00	\$ 399.00	4.30	\$ 243.10	3.50	\$ 217.50	15.50	\$ 883.50	15.50	\$ 883.50	15.50	\$ 883.50	15.50	\$ 883.50	15.50	\$ 883.50	
6	Force main Air Release Valve and Manhole	11 EA	3,084.75	\$ 33,922.05	4,401.50	\$ 48,416.50	3,100.00	\$ 34,100.00	3,762.03	\$ 41,382.55	4,000.00	\$ 44,000.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	
7	Force main Manhole with 36" dia. cover	1 EA	4,605.00	\$ 4,605.00	3,117.00	\$ 3,117.00	4,000.00	\$ 4,000.00	4,943.22	\$ 4,943.22	5,400.00	\$ 5,400.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	
8	12-inch PVC force main, AWWA C900, SDR-18	10 LF	29.40	\$ 294.00	100.00	\$ 1,000.00	30.00	\$ 300.00	307.36	\$ 3,073.60	50.00	\$ 500.00	325.00	\$ 3,250.00	325.00	\$ 3,250.00	325.00	\$ 3,250.00	325.00	\$ 3,250.00	325.00	\$ 3,250.00	
9	Block & Trench 24-inch steel casing (0.50' wall thickness) for 12-inch PVC force main	1 EA	1,011.50	\$ 1,011.50	1,111.50	\$ 1,111.50	1,050.00	\$ 1,050.00	964.49	\$ 964.49	1,250.00	\$ 1,250.00	1,110.04	\$ 1,110.04	1,110.04	\$ 1,110.04	1,110.04	\$ 1,110.04	1,110.04	\$ 1,110.04	1,110.04	\$ 1,110.04	
10	Block & Trench 24-inch steel casing (0.50' wall thickness) for 12-inch PVC force main	270 LF	18.27	\$ 4,932.90	18.00	\$ 4,860.00	25.00	\$ 675.00	25.11	\$ 683.07	165.00	\$ 44,550.00	299.22	\$ 80,870.40	299.22	\$ 80,870.40	299.22	\$ 80,870.40	299.22	\$ 80,870.40	299.22	\$ 80,870.40	
11	Insert 12-inch PVC force main in existing	10,100 LF	1.50	\$ 15,150.00	1.80	\$ 18,180.00	1.15	\$ 11,625.00	1.92	\$ 19,392.00	1.92	\$ 19,392.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	
12	Cave cutting, venting and connect with inside shop	1 L.S.	2,400.00	\$ 2,400.00	2,500.00	\$ 2,500.00	1,615.00	\$ 1,615.00	2,103.86	\$ 2,103.86	3,000.00	\$ 3,000.00	2,300.00	\$ 2,300.00	2,300.00	\$ 2,300.00	2,300.00	\$ 2,300.00	2,300.00	\$ 2,300.00	2,300.00	\$ 2,300.00	
13	Clearing & Grubbing	2.14 AC	5,600.00	\$ 11,984.00	7,490.00	\$ 7,490.00	4,050.00	\$ 8,560.00	2,103.86	\$ 2,103.86	8,560.00	\$ 8,560.00	64,100.00	\$ 64,100.00	8,560.00	\$ 8,560.00	8,560.00	\$ 8,560.00	8,560.00	\$ 8,560.00	8,560.00	\$ 8,560.00	
14	Grass, Sod, Mulch, & Planting	70,600 SY	0.35	\$ 24,710.00	0.12	\$ 8,472.00	0.70	\$ 4,900.00	0.75	\$ 519,500.00	0.75	\$ 519,500.00	0.75	\$ 519,500.00	0.75	\$ 519,500.00	0.75	\$ 519,500.00	0.75	\$ 519,500.00	0.75	\$ 519,500.00	
14a	Grass Sod	10,100 LF	1.50	\$ 15,150.00	1.80	\$ 18,180.00	1.15	\$ 11,625.00	1.92	\$ 19,392.00	1.92	\$ 19,392.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	4.00	\$ 40,000.00	
14b	Grass Sod	11,500 LF	3.00	\$ 34,500.00	2.50	\$ 28,500.00	2.30	\$ 26,070.00	2.49	\$ 28,186.80	2.49	\$ 28,186.80	5.00	\$ 50,000.00	5.00	\$ 50,000.00	5.00	\$ 50,000.00	5.00	\$ 50,000.00	5.00	\$ 50,000.00	
14c	Grass Sod	75 L.A.	60.00	\$ 4,200.00	50.00	\$ 3,500.00	40.00	\$ 2,800.00	60.00	\$ 4,200.00	60.00	\$ 4,200.00	60.00	\$ 4,200.00	60.00	\$ 4,200.00	60.00	\$ 4,200.00	60.00	\$ 4,200.00	60.00	\$ 4,200.00	
14d	Grass Sod	70 EA	390.00	\$ 27,300.00	500.00	\$ 35,000.00	300.00	\$ 21,000.00	250.00	\$ 17,500.00	175.00	\$ 12,250.00	350.00	\$ 24,500.00	350.00	\$ 24,500.00	350.00	\$ 24,500.00	350.00	\$ 24,500.00	350.00	\$ 24,500.00	
14e	Grass Sod	1 EA	12,000.00	\$ 12,000.00	18,000.00	\$ 18,000.00	14,000.00	\$ 14,000.00	20,000.00	\$ 20,000.00	20,000.00	\$ 20,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	
15	Force main	200 CV	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	75.00	\$ 15,000.00	
16	Allowance items-Remove unsuitable material, dispose of																						
17	Allowance item-Remove unsuitable material, dispose of																						
18	12-inch PVC Water main, AWWA C900, SDR-18	100 CV	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	
19	12-inch HDPE Water main, AWWA C900, SDR-18	15,315 LF	17.85	\$ 271,442.25	18.75	\$ 286,062.75	20.35	\$ 311,730.25	20.63	\$ 315,074.43	20.63	\$ 315,074.43	23.23	\$ 351,723.75	23.23	\$ 351,723.75	23.23	\$ 351,723.75	23.23	\$ 351,723.75	23.23	\$ 351,723.75	
20	8-inch HDPE Water main, AWWA C900, SDR-18	2,700 LF	89.75	\$ 241,335.00	97.75	\$ 263,925.00	85.00	\$ 238,500.00	91.80	\$ 246,864.00	115.00	\$ 310,500.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	136.00	\$ 387,200.00	
21	Block & Trench 24-inch steel casing (0.50' wall thickness) for 12-inch PVC water main	270 LF	18.27	\$ 4,932.90	18.00	\$ 4,860.00	25.00	\$ 675.00	25.11	\$ 683.07	165.00	\$ 44,550.00	299.22	\$ 80,870.40	299.22	\$ 80,870.40	299.22	\$ 80,870.40	299.22	\$ 80,870.40	299.22	\$ 80,870.40	
22	Force main Air Release Valve and Manhole	11 EA	3,084.75	\$ 33,922.05	4,401.50	\$ 48,416.50	3,100.00	\$ 34,100.00	3,762.03	\$ 41,382.55	4,000.00	\$ 44,000.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	6,944.00	\$ 76,384.00	
23	Force main Manhole with 36" dia. cover	1 EA	4,605.00	\$ 4,605.00	3,117.00	\$ 3,117.00	4,000.00	\$ 4,000.00	4,943.22	\$ 4,943.22	5,400.00	\$ 5,400.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	
24	Force main Manhole with 36" dia. cover	1 EA	4,605.00	\$ 4,605.00	3,117.00	\$ 3,117.00	4,000.00	\$ 4,000.00	4,943.22	\$ 4,943.22	5,400.00	\$ 5,400.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	
25	Force main Manhole with 36" dia. cover	1 EA	4,605.00	\$ 4,605.00	3,117.00	\$ 3,117.00	4,000.00	\$ 4,000.00	4,943.22	\$ 4,943.22	5,400.00	\$ 5,400.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	
26	Force main Manhole with 36" dia. cover	1 EA	4,605.00	\$ 4,605.00	3,117.00	\$ 3,117.00	4,000.00	\$ 4,000.00	4,943.22	\$ 4,943.22	5,400.00	\$ 5,400.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	
27	Force main Manhole with 36" dia. cover	1 EA	4,605.00	\$ 4,605.00	3,117.00	\$ 3,117.00	4,000.00	\$ 4,000.00	4,943.22	\$ 4,943.22	5,400.00	\$ 5,400.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	6,242.00	\$ 6,242.00	

ITEM NO.	DESCRIPTION	Complete Sitemark Services, LLC Dublin, GA			Eagle Utility Construction, Inc. Blacksburg, VA			Southwestern Civil, Inc. Statesboro, GA			Y-Delta, Inc. Statesboro, GA			Astra Grading & Piping, LLC Wadley, GA			TB Landmark Construction, Inc. Jacksonville, FL			Peters, Inc. Savannah, GA		
		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
28	Remove and replace asphalt pavement	890 SY	\$ 11,328.00	\$ 12,023.00	4000	\$ 35,000.00	\$ 39.00	\$ 34,710.00	\$ 55.00	\$ 48,950.00	\$ 33.00	\$ 30,170.00	\$ 37.00	\$ 32,910.00	\$ 64.35	\$ 57,271.50						
29	Remove and replace concrete pavement	185 SY	\$ 65.00	\$ 12,023.00	5000	\$ 9,250.00	60.00	\$ 11,100.00	35.00	\$ 10,175.00	50.00	\$ 9,250.00	39.00	\$ 7,289.00	70.20	\$ 13,097.00						
30	Remove existing earth, drives to its pre-existing condition	425 SY	\$ 0.01	\$ 4.25	10.00	\$ 4,250.00	4.30	\$ 1,912.50	23.00	\$ 10,621.00	2.00	\$ 850.00	4.72	\$ 2,006.00	17.31	\$ 7,459.75						
31	Remove and replace existing 18-inch RCP with 18-inch RCP	343 LF	\$ 10.00	\$ 3,430.00	25.00	\$ 6,025.00	15.00	\$ 5,175.00	14.88	\$ 5,133.60	26.00	\$ 8,970.00	20.00	\$ 10,000.00	64.36	\$ 22,258.70						
32	Remove and replace 4-inch storm pipe material, remove and replace signs, remove and replace manholes, tree protection, construction costs, mobilization, clean-up, insurance, bonds, and other miscellaneous items not specifically listed but necessary for a complete job	140 LF	\$ 23.88	\$ 3,343.20	43.00	\$ 6,300.00	34.00	\$ 3,260.00	14.88	\$ 2,082.20	10.00	\$ 2,500.00	26.00	\$ 3,640.00	39.00	\$ 4,060.00	55.95	\$ 7,832.00				
34	Grading, spreading/disposal of excess excavated material, remove and replace signs, remove and replace manholes, tree protection, construction costs, mobilization, clean-up, insurance, bonds, and other miscellaneous items not specifically listed but necessary for a complete job	25 LF	\$ 9.28	\$ 232.00	35.00	\$ 623.00	25.00	\$ 625.00	100.00	\$ 2,500.00	10.00	\$ 250.00	20.00	\$ 500.00	16.17	\$ 404.25						
TOTAL		1,018	\$ 101,227.75	\$ 101,227.75	80,000.00	\$ 80,000.00	\$ 250,000.00	\$ 250,000.00	\$ 55,000.00	\$ 2,687,144.29	\$ 299,088.00	\$ 299,088.00	\$ 134,498.20	\$ 134,498.20	\$ 378,890.00	\$ 370,890.00				\$ 4,315,952.99		

Bid Bond
Application No. 1
Non-refundable Affidavit

5%
X
X
X

101,227.75
101,227.75
80,000.00
250,000.00
55,000.00
2,687,144.29
299,088.00
299,088.00
134,498.20
134,498.20
378,890.00
370,890.00
4,315,952.99

5%
X
X
X

*Denotes Correction

5%
X
X
X

5%
X
X



HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS

Tom Getting
me Cover
Sheet

Mr. Wayne Johnson
City of Statesboro
302 Briar Woods Road
Statesboro, Georgia 30458

RE: I-16/Highway 301 One Mill

Dear Mr. Johnson

The following bids were received on

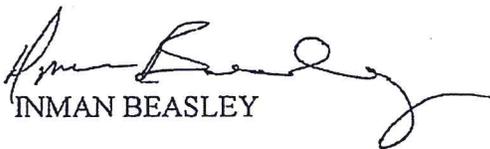
	<u>Base Spheroid</u>	<u>Alternate Composite</u>
CB & I, Inc.	\$2,127,000.00	\$2,093,000.00
Caldwell Tanks, Inc.	\$2,535,916.00	\$2,211,729.00
Phoenix Fabricators and Erectors, Inc.	\$3,220,246.00	\$2,220,246.00
Landmark Structures, L.P.	\$3,320,000.00	\$2,570,000.00

As indicated, both low bids were submitted by CB & I, Inc. It is recommended they be awarded a contract in the amount according to Staff's recommendation and City Council's decision.

The successful bidder has the resources to successfully prosecute the work.

Also enclosed are three (3) copies of the Abstract of Bids for your use.

Sincerely,


INMAN BEASLEY

enclosures

cc: Darren Prather
Bill Lovett
Don Billet

329 COMMERCIAL DRIVE (31406) • P.O. BOX 14247 • SAVANNAH, GEORGIA 31416-1247 • TELEPHONE 912.354.4626 • FACSIMILE 912.354.6754

625 Green Street, N.E.
Gainesville, GA 30501
Telephone: 770.535.1133
Facsimile: 770.535.1134

474 Wando Park Blvd., Suite 201 (29464)
P.O. Box 1771
Mt. Pleasant, SC 29465
Telephone: 843.849.7500
Facsimile: 843.849.7502

1219 Assembly Street (29201)
P.O. Box 7967
Columbia, SC 29202
Telephone: 803.799.0444
Facsimile: 803.799.1499

I-16/U.S. HWY 301 1.0 MG ELEVATED STORAGE TANK
STATESBORO, GEORGIA

Bids Received: June 13, 2011

Item No.	Description	Quantity	Unit	CB&I Inc. Alpharetta, GA		Caldwell Tanks, Inc. Louisville, KY		Phoenix Fabricators and Erectors, Inc. Avon, IN		Landmark Structures, L.P. Fort Worth, TX	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1.	Site Work	JOB	LS	JOB	\$55,000.00	JOB	\$50,000.00	JOB	\$70,000.00	JOB	\$125,000.00
2.	12-inch DI Water Main (Poly wrapped)	220	LF	\$ 100.00	\$ 22,000.00	\$ 70.00	\$ 15,400.00	\$ 75.00	\$ 16,500.00	\$ 70.00	\$ 15,400.00
3.	8-inch Gate Valve	2	EA	\$1,500.00	\$ 3,000.00	\$1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
4.	12-inch SCADA control Electrical Butterfly Valve	1	EA	\$9,000.00	\$ 9,000.00	\$7,000.00	\$ 7,000.00	\$12,000.00	\$ 12,000.00	\$10,600.00	\$ 10,600.00
5.	10 hp pump, appurtenances, and base plate	1	LS	JOB	\$ 6,000.00	JOB	\$ 14,000.00	JOB	\$ 14,000.00	JOB	\$ 5,000.00
6.	Steel Elevated Pedesphere Water Storage Tank (1,000,000 Gallon)	JOB	LS	JOB	\$1,698,000.00	JOB	\$ 2,130,916.00	JOB	\$2,694,910.00	JOB	\$ 2,720,000.00
7.	Foundation - Concrete cap or ringwall, spread footing, concrete piling or drilled shafts - lengths as required by foundation design of the pedesphere tank manufacturer and concrete floor	JOB	LS	JOB	\$ 184,000.00	JOB	\$ 215,000.00	JOB	\$ 300,000.00	JOB	\$ 252,000.00
8.	Electrical Work - Pedesphere	JOB	LS	JOB	\$ 44,000.00	JOB	\$ 40,000.00	JOB	\$ 30,000.00	JOB	\$ 49,164.00
9.	SCADA Allowance	JOB	LS	JOB	\$ 40,835.00	JOB	\$ 40,835.00	JOB	\$ 40,835.00	JOB	\$ 40,835.00
10.	Mobilizations, grading, bonds and miscellaneous construction items not included elsewhere for a complete project	JOB	LS	JOB	\$ 75,164.00	JOB	\$ 20,164.00	JOB	\$ 40,000.00	JOB	\$ 100,000.00
TOTAL ALL WORK - BASE BID					\$2,127,000.00		\$2,535,916.00		\$3,220,246.00		\$ 3,320,000.00

ALTERNATE BID

Item No.	Description	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1.	Site Work	JOB	LS	JOB	\$55,000.00	JOB	\$50,000.00	JOB	\$70,000.00	JOB	\$125,000.00
2.	12-inch DI Water Main (Poly wrapped)	220	LF	\$ 100.00	\$ 22,000.00	\$ 70.00	\$ 15,400.00	\$ 75.00	\$ 16,500.00	\$ 70.00	\$ 15,400.00
3.	8-inch Gate Valve	2	EA	\$1,500.00	\$ 3,000.00	\$1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
4.	12-inch SCADA control Electrical Butterfly Valve	1	EA	\$9,000.00	\$ 9,000.00	\$7,000.00	\$ 7,000.00	\$12,000.00	\$ 12,000.00	\$10,600.00	\$ 10,600.00
5.	10 hp pump, appurtenances, and base plate	1	LS	JOB	\$ 6,000.00	JOB	\$ 14,000.00	JOB	\$ 14,000.00	JOB	\$ 5,000.00
6.	Composite Elevated Water Storage Tank (1,000,000 Gallon)	JOB	LS	JOB	\$1,616,000.00	JOB	\$ 1,726,729.00	JOB	\$1,594,910.00	JOB	\$ 1,970,000.00
7.	Foundation - Concrete cap or ringwall, spread footing, concrete piling or drilled shafts - lengths as required by foundation design of the composite elevated tank manufacturer and concrete floor	JOB	LS	JOB	\$ 220,000.00	JOB	\$ 295,000.00	JOB	\$ 400,000.00	JOB	\$ 252,000.00
8.	Electrical Work - Composite	JOB	LS	JOB	\$ 46,000.00	JOB	\$ 40,000.00	JOB	\$ 30,000.00	JOB	\$ 49,164.00
9.	SCADA Allowance	JOB	LS	JOB	\$ 40,835.00	JOB	\$ 40,835.00	JOB	\$ 40,835.00	JOB	\$ 40,835.00
10.	Mobilizations, grading, bonds and miscellaneous construction items not included elsewhere for a complete project	JOB	LS	JOB	\$ 75,164.00	JOB	\$ 20,164.00	JOB	\$ 40,000.00	JOB	\$ 100,000.00
TOTAL ALL WORK - ALTERNATE BID					\$2,093,000.00		\$2,211,729.00		\$2,220,246.00		\$2,570,000.00

Addendum 1	X	X	X	X
Noncollusion Affidavit	X	X	X	X
Bid Bond	5%	5%	5%	5%

I certify that this is a correct Abstract
of Bids for referenced project.

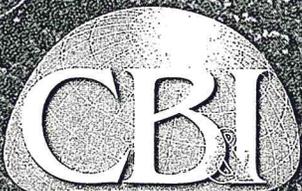

Jiman Beasley
Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

Composite Elevated Tank

Elevated Water Storage



www.CBI.com/water



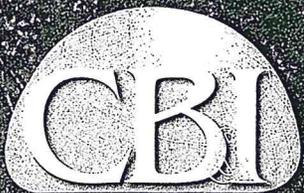
Engineering Solutions . . . Delivering Results

Waterspheroid®

Elevated Water Storage

Charter Township of
Northville

www.CBI.com/water



Engineering Solutions . . . Delivering Results



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administration/Judicial	MEETING DATE: 07.16.2013				
	RESOLUTION ATTACHED?				
	<table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES					
NO	X				

REQUESTED MOTION OR ITEM TITLE:

To approve the annual agreement with the Ogeechee District Public Defender for services provided to Bulloch County.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This agreement is approved annually in compliance with state law which pays for personnel and resources based on population distribution within the district that also includes, Jenkins, Screven and Effingham counties. The agreement is attached. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT				
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO			NO
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: The FY 2014 general appropriations budget has been approved that provides for the funding for the agreement.	
PUBLIC HEARING					
CONSENT	X				
NEW BUSINESS					
UNFINISHED BUSINESS					
OTHER					

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL <i>CH</i>		INITIAL <i>QA</i>		INITIAL <i>MM</i>	
DATE		DATE		DATE		DATE 7-12-13		DATE 7/12/13		DATE 7.12.13	

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

**OFFICE OF THE PUBLIC DEFENDER
OGEECHEE JUDICIAL CIRCUIT**

Serving Bulloch, Effingham, Jenkins and Screven Counties
30 North Main Street • Post Office Box 86
Statesboro, Georgia 30459
Telephone 912-764-6292 • Facsimile 912-489-3223

Chief Public Defender

Robert L. Persse

Assistant Public Defenders

Jack B. Williamson, Chief Assistant
Kelley Kidd
Renata M. Newbill-Jallow
Donna Carnley Black
William D. Hoffer
Stuart H. Patray

Administrative Assistants

Linda H. Mixon, Office Manager
Joette Massey
Ashley Harrison

Investigators

R.J. Dailey, Chief Investigator
Elizabeth Holbrook
Simon Peed



May 31, 2013

Mr. Tom Couch, County Manager
Bulloch County Board of Commissioners
P. O. Box 347
Statesboro, Georgia 30459

Re: FY 2014 Georgia Indigent Defense Services Agreement
Bulloch County
Ogeechee Judicial Circuit

Dear Mr. Couch:

Enclosed please find the original Georgia Indigent Defense Services Agreement for your approval and signature. Please sign and return to us in the enclosed envelope. I will forward a copy of the agreement to you after all parties have signed.

Thank you for your continued support and if you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'L. Mixon'.

Linda H. Mixon
Administrative Assistant

Enclosure

"The right of one charged with crime to counsel may not be deemed fundamental and essential to fair trials in some countries, but it is in ours."

Gideon v. Wainwright 372 U.S. 335, 344 (1963)



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2013, between the Circuit Public Defender Office of the Ogeechee Judicial Circuit (herein referred to as “**the Public Defender Office**”) and the governing authority of Bulloch County, a body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2013.

WITNESSETH:

WHEREAS, the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended,

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public

defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Standards Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ogeechee Judicial Circuit full-time staff for a circuit public defender office or offices

consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Bulloch County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Bulloch County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Bulloch County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the County in the discretion of the Georgia Public Defender Standards Council. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel shall serve at the pleasure of the Ogeechee Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in Attachment B. The County agrees to the payment terms. Attachment B is incorporated into this agreement by reference.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months beginning July 1, 2013, and ending June 30, 2014.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2013 or fiscal year 2014 planned budget if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully

enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Ogeechee
Judicial Circuit:

Robert L. Persse
Circuit Public Defender

P.O. Box 86
Street
Statesboro GA, 30459
City, Zip Code

Governing Authority of Bulloch
County:

Thomas M. Couch
Name
P.O. Box 347
Street
Statesboro GA, 30459
City, Zip Code

Georgia Public Defender Standards Council:

Director
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 5.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Standards Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Standards Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 5.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County

shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (a).

Section 5.08 Cooperation in transition of services. **(a) During or at the end of the agreement.** The Public Defender Office agrees upon suspension, termination, or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-suspension, post-termination, or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination, or expiration of the agreement.

(b) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the suspension, termination, or expiration of this agreement does not relieve either party of their responsibility under the law.

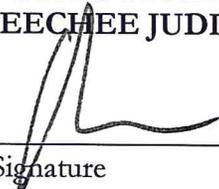
Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement suspension, termination, or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

**CIRCUIT PUBLIC DEFENDER OFFICE
OGEECHEE JUDICIAL CIRCUIT**

BULLOCH COUNTY

By:  (SEAL)
Signature

By: _____ (SEAL)
Signature

Robert L. Persse
Name

Name

Circuit Public Defender

Title

ATTEST:

ATTEST:

 (SEAL)

_____ (SEAL)

ATTEST:

APPROVED AND CONSENTED TO:

**GEORGIA PUBLIC DEFENDER
STANDARDS COUNCIL**

_____ (SEAL)

BY: _____ (SEAL)
Signature
Director

Ogeechee Judicial Circuit

ATTACHMENT A – Personnel Expenditures

Bulloch County

July 1, 2013 – June 30, 2014

The County agrees to pay the Public Defender Office \$259,014.35 in 12 monthly installments of \$21,584.53. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on June 15, 2013. Invoices will be sent to the following address:

Bulloch Co. Bro. of Commissioners

P.O. Box 347

Statesboro, GA 30459

Installments will be paid directly to GPDSC at the following address:

GPDSC
Attn: Jason Ring
104 Marietta Street
Suite 200
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and support staff.

OGECHEE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2013 - June 30, 2014

ATTACHMENT B

COUNTY FUNDED - Public Defender and Assistants									
Name	#	Salaries	FICA					Unemployment \$31 per Position	Total
			7.65% of Salary	Retirement 18.46% of Salary	Health Insurance 30.781% of Salary	Unemployment \$31 per Position	Total		
APD (Black)	1	\$ 57,575.04	\$ 4,404.49	\$ 10,628.35	\$ 17,722.17	\$ 31.00	\$ 90,361.06		
APD (Jones)	1	\$ 38,124.00	\$ 2,916.49	\$ 7,037.69	\$ 11,734.95	\$ 31.00	\$ 59,844.12		
APD (Patray)	1	\$ 51,100.08	\$ 3,909.16	\$ 9,433.07	\$ 15,729.12	\$ 31.00	\$ 80,202.43		
APD (Williamson)	1	\$ 63,100.08	\$ 4,827.16	\$ 11,648.27	\$ 19,422.84	\$ 31.00	\$ 99,029.35		
TOTAL:	4	\$ 209,899.20	\$ 16,057.29	\$ 38,747.39	\$ 64,609.07	\$ 124.00	\$ 329,436.95		

COUNTY FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA					Unemployment \$31 per Position	Total
			7.65% of Salary	Retirement 18.46% of Salary	Health Insurance 30.781% of Salary	Unemployment \$31 per Position	Total		
Admin (Harrison)	1	\$ 24,400.08	\$ 1,866.61	\$ 4,504.25	\$ 7,510.59	\$ 31.00	\$ 38,312.53		
Admin (Massey)	1	\$ 802.80	\$ 61.41	\$ 148.20	\$ 247.11	\$ 31.00	\$ 1,290.52		
Admin (Mixon)	1	\$ 3,020.16	\$ 231.04	\$ 557.52	\$ 929.64	\$ 31.00	\$ 4,769.36		
Investigator (Holbrook)	1	\$ 48,695.52	\$ 3,725.21	\$ 8,989.19	\$ 14,988.97	\$ 31.00	\$ 76,429.89		
Investigator (Peed)	1	\$ 34,445.04	\$ 2,635.05	\$ 6,358.55	\$ 10,602.53	\$ 31.00	\$ 54,072.17		
TOTAL:	5	\$ 111,363.60	\$ 8,519.32	\$ 20,557.72	\$ 34,278.83	\$ 155.00	\$ 174,874.47		

COUNTY FUNDED - Office Expenditures		
	Per Month	Annual
Office Rent	\$ 2,000.00	\$ 24,000.00
Utilities	\$ 1,083.33	\$ 13,000.00
Telephone Expense	\$ 416.67	\$ 5,000.00
Office Supplies	\$ 800.00	\$ 9,600.00
Copying Costs	\$ 41.67	\$ 500.00
Postage	\$ 166.67	\$ 2,000.00
Printing	\$ 41.67	\$ 500.00
Repairs	\$ 40.00	\$ 480.00
Reference Books/Law Books	\$ 83.33	\$ 1,000.00
Transcripts	\$ 833.33	\$ 10,000.00
Travel	\$ 166.67	\$ 2,000.00
Professional Organization Dues	\$ 200.00	\$ 2,400.00
Training	\$ 83.33	\$ 1,000.00
Bookkeeping	\$ 208.33	\$ 2,500.00
Janitorial	\$ 260.00	\$ 3,120.00
Miscellaneous Expenses	\$ 125.00	\$ 1,500.00
Professional Fees	\$ 1,250.00	\$ 15,000.00
Equipment Lease	\$ 375.00	\$ 4,500.00
TOTAL:	\$ 8,175.00	\$ 98,100.00

OGEECHEE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2013 - June 30, 2014

TOTAL COUNTY EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 329,436.95	\$ -
Public Defender Administrative	*	\$ 174,874.47	\$ -
7% Administrative Fee	*	\$ 35,301.80	\$ -
Office Expenditures	*	\$ -	\$ 98,100.00
TOTAL:		\$ 539,613.22	\$ 98,100.00

BREAKDOWN BY COUNTY			
		Annual	Monthly
Bulloch	48%	\$ 306,102.35	\$ 25,508.53
Effingham	32%	\$ 204,068.23	\$ 17,005.69
Screven	13%	\$ 82,902.72	\$ 6,908.56
Jenkins	7%	\$ 44,639.93	\$ 3,719.99
CIRCUIT WIDE TOTAL:	100%	\$ 637,713.22	\$ 53,142.78

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Bulloch	48%	\$ 259,014.35	\$ 21,584.53
Effingham	32%	\$ 172,676.23	\$ 14,389.69
Screven	13%	\$ 70,149.72	\$ 5,845.81
Jenkins	7%	\$ 37,772.93	\$ 3,147.74
CIRCUIT WIDE TOTAL:	100%	\$ 539,613.22	\$ 44,967.77

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly
Bulloch	48%	\$ 47,088.00	\$ 3,924.00
Effingham	32%	\$ 31,392.00	\$ 2,616.00
Screven	13%	\$ 12,753.00	\$ 1,062.75
Jenkins	7%	\$ 6,867.00	\$ 572.25
CIRCUIT WIDE TOTAL:	100%	\$ 98,100.00	\$ 8,175.00



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Administration/Public Safety	MEETING DATE: 07.16.2013				
	RESOLUTION ATTACHED? <table border="1" style="float: right; border-collapse: collapse;"> <tr><td style="width: 50px; text-align: center;">YES</td><td style="width: 20px; text-align: center;"><input type="checkbox"/></td></tr> <tr><td style="text-align: center;">NO</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

REQUESTED MOTION OR ITEM TITLE:

To approve the annual agreement with the Georgia State Properties Commission for tower space occupied by the Georgia State Patrol located at the North Main Annex.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

The tenant is responsible for all expenses incurred for maintaining radio devices on the tower. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	<input type="checkbox"/>	AMENDMENT OR TRANSFER REQUIRED?	YES	<input type="checkbox"/>
		NO	<input type="checkbox"/>		NO	<input type="checkbox"/>
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: No impact.				
PUBLIC HEARING						
CONSENT	X					
NEW BUSINESS						
UNFINISHED BUSINESS						
OTHER						

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL <i>JL</i>		INITIAL 7.16.13	
DATE		DATE		DATE		DATE		DATE 7/18/13		DATE 7-12-13	

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



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

June 25, 2013

Mr. Thomas M. Couch
Bulloch County Board of Commissioners
P. O. Box 347
Statesboro, Georgia 30459-0347

Dear Mr. Couch:

Enclosed are five (5) copies of Rental Agreement #7591 for Radio Tower space occupied by the Department of Public Safety, Georgia State Patrol, located at 115 North Main Street in Statesboro, Georgia 30458-5706.

Please have all copies of this Agreement, initialed (if applicable), signed, *notarized* and returned to our office for final execution. Upon final execution, your copy of this Agreement will be returned to you.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

Scott H. Jennings
Manager

SHJ:ks

Enclosures

**MEMORANDUM OF AGREEMENT
BETWEEN THE
GEORGIA DEPARTMENT OF PUBLIC SAFETY
AND THE
BULLOCH COUNTY BOARD OF COMMISSIONERS**

The Bulloch County Board of Commissioners (“Landlord”) agrees to provide the Georgia Department of Public Safety (“Tenant”), antenna space for two transmitters/receivers on the Landlord’s tower located at 115 North Main Street in Statesboro, Georgia, to be used by the Georgia State Patrol, Post 45, Latitude: 32.452367 , Longitude: -81.783990

In consideration for providing said premises, Lessee agrees to pay \$1.00 per year to the Landlord. Tenant shall be responsible for all expenses incurred with their transmitters/receivers, including, but not limited to, electrical, telecom, maintenance and repairs associated with said equipment during the term of this Agreement. Tenant shall also have access to the radio building. The Landlord agrees to be responsible for all other expenses.

Both parties agree that this Agreement will terminate, and the premises will revert to the Landlord, in the event the premises are abandoned. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.

Either party has the right to cancel this Agreement upon forty-five (45) days prior written notice of the other party.

The undersigned do hereby mutually agree to the above terms this 26th day of June, 2013.

Notary Public
My Commission Expires:

Bulloch County Board of Commissioners

Notary Public
My Commission Expires

Georgia Department of Public Safety

APPROVED AS TO CONTENT:

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

DEPARTMENT MAKING REQUEST (Box 1) County Manager/Public Safety/Legal	MEETING DATE (Box 2) July 16, 2013		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Intergovernmental Agreement for Fire Protection Services

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

Attached for your consideration and approval is the above-referenced agreement that will continue the current arrangement with the City of Statesboro for providing fire protection services to the Statesboro Fire Tax District (also commonly referred to as the "5-mile District"). The term of the agreement is for five years, commencing on July 1, 2013 and expiring on June 30, 2018.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	AD	INITIAL	O/Sa	INITIAL	cc
DATE		DATE		DATE		DATE	7.12.13	DATE	7/9/13	DATE	7/12/13

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES

This intergovernmental agreement is entered into this 1st day of July, 2013 by and between the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA**, a municipal corporation (hereinafter “the City”) and **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter “the County”).

WITNESSETH:

WHEREAS, the City of Statesboro operates a paid fire department currently with two stations fully manned around the clock that provides fire suppression and prevention services to its citizens; and,

WHEREAS, given the amount of staffing, training, equipment and water supply, and communications available to the fire department, the Insurance Services Office (ISO) has determined that the Statesboro Fire Department currently qualifies for a Class 3 Fire Insurance Rating, on a scale of 1 (best) to 10 (uninsured); and,

WHEREAS, the ISO recognizes the same fire insurance rating for areas outside the limits as inside, if those areas are within a five-mile travel distance of one of the City’s fire stations, there is available water to the site, and there is an agreement in place to assure response; and,

WHEREAS, the availability of a quick response by a fire department staffed around the clock as supplemented by a County fire department, currently consisting of volunteer/reservists, offers a reduction in homeowners and business property insurance premiums that more than offsets the additional taxes that would be collected by establishing a fire district for those properties outside the City, but within the five-mile travel distance of a City fire station; and,

WHEREAS, the City is willing to provide fire suppression services within such an area, and the County has determined that doing so will provide those citizens with a higher level of fire protection at a net reduced cost when insurance premiums and a fire tax district are compared; and,

WHEREAS, the City and County have such a fire district currently in place, and wish to continue it for the duration of this Agreement, or subsequent renewal, as the most cost effective and efficient means of providing fire protection to this area; and

WHEREAS, pursuant to a previous agreement the County withheld a certain portion of money previously collected from the aforesaid fire district to assist the County with the provision of

County fire services within the fire district, and the parties now desire to specify how such funds shall be expended in this Agreement;
NOW, THEREFORE, both parties, City and County, covenant and agree as follows:

-1-

The County has established a special fire tax district, hereinafter referred to as the "Statesboro Fire Tax District" or "SFT District," based upon the five mile driving distance from City fire stations required by the ISO for a property to receive the same ISO rating as provided in the City. The current boundaries of the SFT District are indicated by the area in blue on the map attached hereto as Exhibit A. The SFT District shall be designated upon a map prepared and maintained by the County's GIS Division. The boundaries shall be clearly defined, and the parcels affected coded appropriately so that the SFT District tax can be added to the County's property tax bill for each parcel. The County shall furnish to the City a reasonable number of such maps at no cost. The County agrees to maintain the current SFT District for the duration of this Agreement.

-2-

The money collected from the SFT District tax shall be paid to the City of Statesboro by the 20th day of each month for which tax receipts are collected prior to the beginning of that particular month to pay for the services rendered by the Statesboro Fire Department. The City hereby agrees to establish a Special Revenue Fund, entitled the "Statesboro Fire Services Fund", and shall account for financial activities accordingly. Any funding remaining at fiscal year-end shall remain in this fund as fund balance, to be used as necessary in future years.

-3-

The City and County recognize that property taxes are not billed until mid-October, and are not overdue until mid-December of each fiscal year. Consequently the funding to pay for this service will not be immediately available each year. It is agreed by the parties that the City, the County, or some combination thereof, may loan the Statesboro Fire Services Fund the necessary funds each year to cover this temporary cash flow shortage. In that event, each entity shall be entitled to interest on that temporary loan equal to what it would have earned each month on said funds had it been invested in the City's or County's overnight investment accounts. Said interest shall constitute a valid expense of the Statesboro Fire Services Fund. Any funds in the Statesboro Fire Services Fund shall earn monthly the same rate of interest as the City's other overnight investment accounts earn for said month.

-4-

Pursuant to a previous agreement the County withheld a certain portion of money previously collected from the SFT District to assist the County with the provision of fire services within the SFT District. The current balance of funds so withheld by the County is Two Hundred and Forty Thousand and No/100 Dollars (\$240,000.00) (hereinafter referred to as "the County SFT District Fund Balance"). The parties hereby agree that the County shall use funds from the County SFT District Fund Balance for the capital costs of implementing a long-hose lay system and for

conducting a drought study within the SFT District. After implementation of the long-hose lay system and drought study have been completed, the balance of funds in the County SFT District Fund Balance, if any, shall be paid to the City for deposit into the Statesboro Fire Services Fund and to be used for providing fire suppression services within the SFT District.

-5-

The City and County may jointly amend the boundaries of the SFT District at any time by mutual consent, and shall work together on any proposed expansions of the SFT District in the event that the City considers the addition of a fire station(s). In the event the City constructs an additional fire station(s), the County may, but shall not be obligated to, expand the boundaries of the SFT District. The County shall not construct any fire delivery infrastructure in the SFT District or within the city limits of the City of Statesboro during the term of this Agreement.

-6-

The parties agree that any fees or charges for services such as burning permits, fire code prevention, excessive false alarms, hazardous material spills, or other fire related services, shall be paid into the Statesboro Fire Services Fund to support the fire department's budget.

-7-

The County agrees to use all legal remedies available to a County Tax Commissioner to collect any and all delinquent tax accounts in the SFT District due to the Statesboro Fire Services Fund.

-8-

The Statesboro Fire Department shall provide the same level of suppression response for all calls within the SFT District as it does for identical calls within the City. The Statesboro Fire Department shall respond to all calls within the SFT District based on the accepted practice of triage for fire incidents. The City shall also be designated by the County as the department responsible for the area within the SFT District.

-9-

The City shall investigate the causes of a fire incident within the SFT District in the same manner as it does for any identical fire incident within the City.

-10-

The City and the County will work in good faith to cooperatively develop a fire suppression response plan using water supply methods that are alternative to municipal water supply systems to provide fire suppression in the SFT District.

-11-

The City's Fire Marshal shall be designated by the County as the party responsible for Fire Code and Life Safety Code interpretations and enforcement within the SFT District to assure uniformity of construction standards for fire prevention purposes.

-12-

The City shall provide to the County on a monthly basis a financial report for all activities and transactions for the Statesboro Fire Service Fund in the same manner as it does for the Mayor and City Council of Statesboro.

-13-

As payment for services under this Agreement, the County agrees to levy an ad valorem tax on all taxable property in the SFT District at a millage rate of 1.8 mills for each fiscal year during the term of this Agreement. The County shall pay the revenue generated from said tax to the City in accordance with the provisions of this Agreement, and this shall constitute the sole remuneration from the County to the City for fire suppression services in the SFT District for the duration of this Agreement.

-14-

The City shall provide the County with a proposed budget for the Statesboro Fire Services Fund not later than April 20th of each year, so that the County can review and provide input on it prior to City Council adoption.

-15-

The parties hereby agree that all assets currently used by the Statesboro Fire Department shall remain the property of the City of Statesboro, and any assets purchased in the future from the money in this fund, shall be and remain the sole property of the City of Statesboro. The parties further agree that this service contract is for the use of those assets during the term of this Agreement only.

-16-

Nothing herein shall alter in any manner any agreements for mutual aid response from the Statesboro Fire Department, or any fire department within Bulloch County.

-17-

Written notice required by this Agreement shall be sent to the City Manager on behalf of the City, and to the County Manager on behalf of the County.

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) The provisions of this section may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

Should any part of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts shall remain in full force and effect unless amended by mutual agreement of the parties.

This Agreement, as supplemented by the Bulloch County Service Delivery Agreement, constitutes the full agreement between the parties in regard to fire suppression services, and this Agreement may not be amended except by written approval by both parties.

This Agreement shall be construed and interpreted under the laws of the State of Georgia.

Both parties covenant and agree that this Agreement shall be effective from the date of this Agreement through June 30, 2018, and that no provision of this Agreement shall be effective or binding on either of the parties after June 30, 2018.

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

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

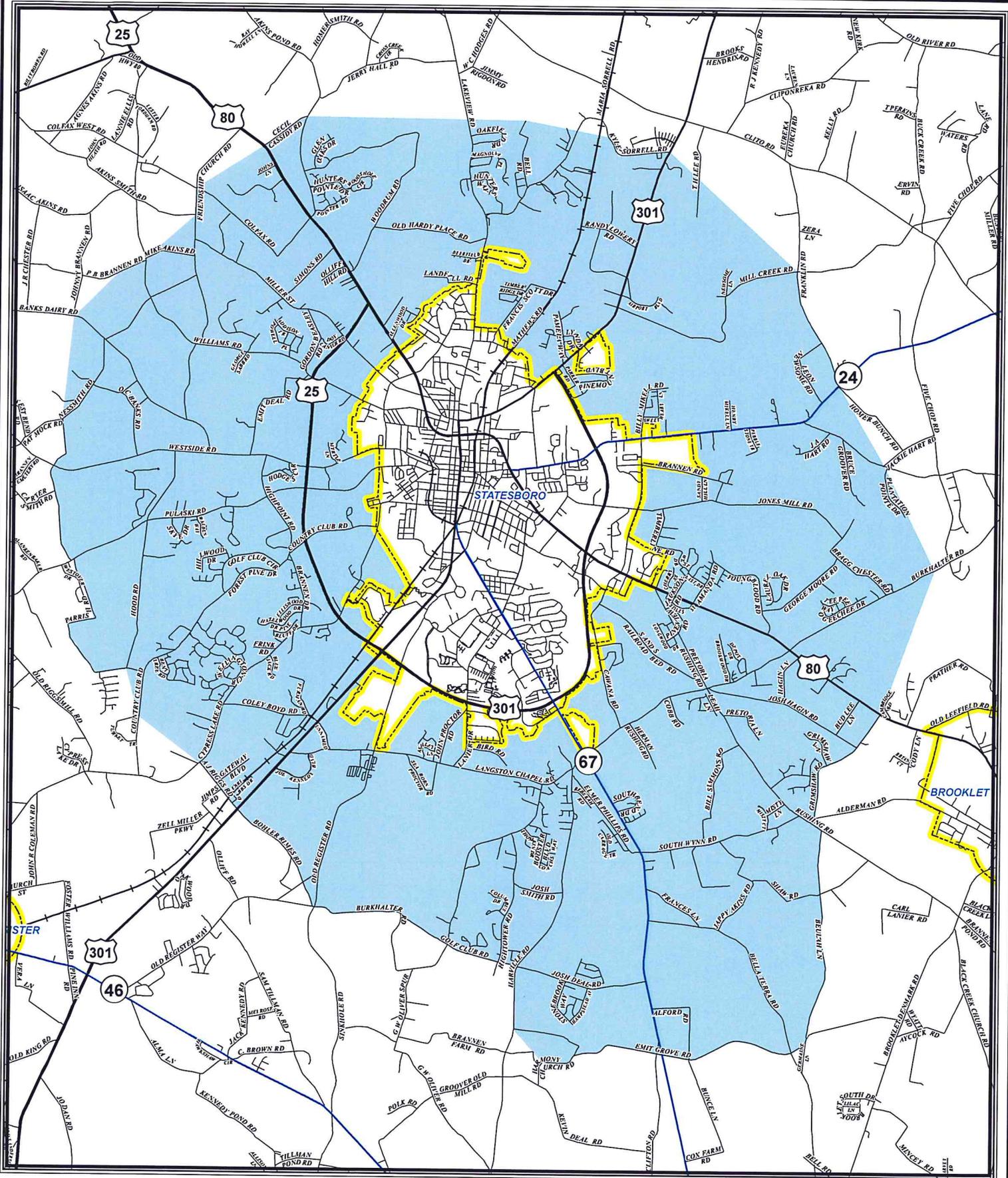
MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

By: _____
J. Garrett Nevil, Chairman

By: _____
Joe R. Brannen, Mayor

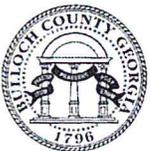
Attest: _____
Christy Strickland, Clerk

Attest: _____
Sue Starling, Clerk



**BULLOCH COUNTY
FIVE MILE TAX DISTRICT**

EXHIBIT A



■ FIRE TAX DISTRICT

