



Bulloch County Board of Commissioners Regular Meeting

September 3, 2013
Estimated Time: 45 Minutes
North Main Annex Community Room
Statesboro, Georgia
5:30 PM

Meeting Function: Board of Commissioners Type of Meeting: Regular Meeting

Meeting Chair: Chairman, Garrett Nevil (Presiding) Recorder: Clerk of the Board, Christy Strickland

Parliamentarian: County Attorney, Jeff Akins Ex-Officio: Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Dink Butler, Transportation Director; Ted Wynn, Public Safety Director; Jared Akins, Chief Deputy; Mike Rollins, SBPRD Director; and Randy Newman, Zoning Administrator

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Simmons	5:32 PM	
Roll Call	Clerk of the Board	5:33 PM	
Zoning Agenda	Zoning Administrator	5:34 PM	P/Z Pkg.
Approval of General Agenda	Chairman Nevil	5:45 PM	
Public Comments	Audience	5:47 PM	
Consent Agenda	Chairman Nevil	5:55 PM	
Approval of Minutes-Regular Meeting held on August 20, 2013	Clerk of the Board		Tab A
To Approve an Alcoholic Beverage License for Bay South Restaurant	Clerk of the Board/Sheriff		Tab B
To Approve to appoint Kenneth Shuman to the Aging Services Advisory Council	Clerk of the Board		Tab C
To Approve a bid for replacement of solid surface countertops for the Mill Creek Park restrooms to Larry Cartee Construction.	Parks and Recreation		Tab D
To Approve a bid from LaRita & Co. for program pictures for the Parks & Recreation Department	Parks and Recreation		Tab E
Old Business	Chairman Nevil		
Discussion/Action: To Approve Statesboro Fire Agreement	Legal/Public Safety	5:58 PM	Tab F
Commission and Staff Comments	Chairman Nevil, et al.	6:05 PM	
Adjourn	Chairman	6:15 PM	

Additional Information

Background information in Board packets



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	September 03, 2013
Application #:	CU2013-023	Application Type:	Conditional Use
Request:	Statesboro Outreach Missions, Inc. submitted an application for a conditional use to allow a personal care home in an existing manufactured home that is currently on the property. The property consists of 5 acres and is located at 20599 Hwy 301 North. Felicia Parrish is acting as agent.		

Applicant:	Statesboro Outreach Mission, Inc.	Acres in Request:	5
Location:	20599 Hwy 301 North	Existing Lots:	1
Map #:	104 000018 000	Current Zoning:	AG-5
Development Name:			
Future Land Use:	Employment District		
Directions to Property:	Take Hwy 301 North and property will be on the left at 20599 Hwy 301N.		

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



Bulloch County Departmental Review

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for an employment district.

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

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

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

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

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 1.4 miles (response time 5 minutes) from the Clito Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Hwy 301N is a state maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 4 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.



Bulloch County Departmental Review

FINAL STAFF RECOMMENDATION

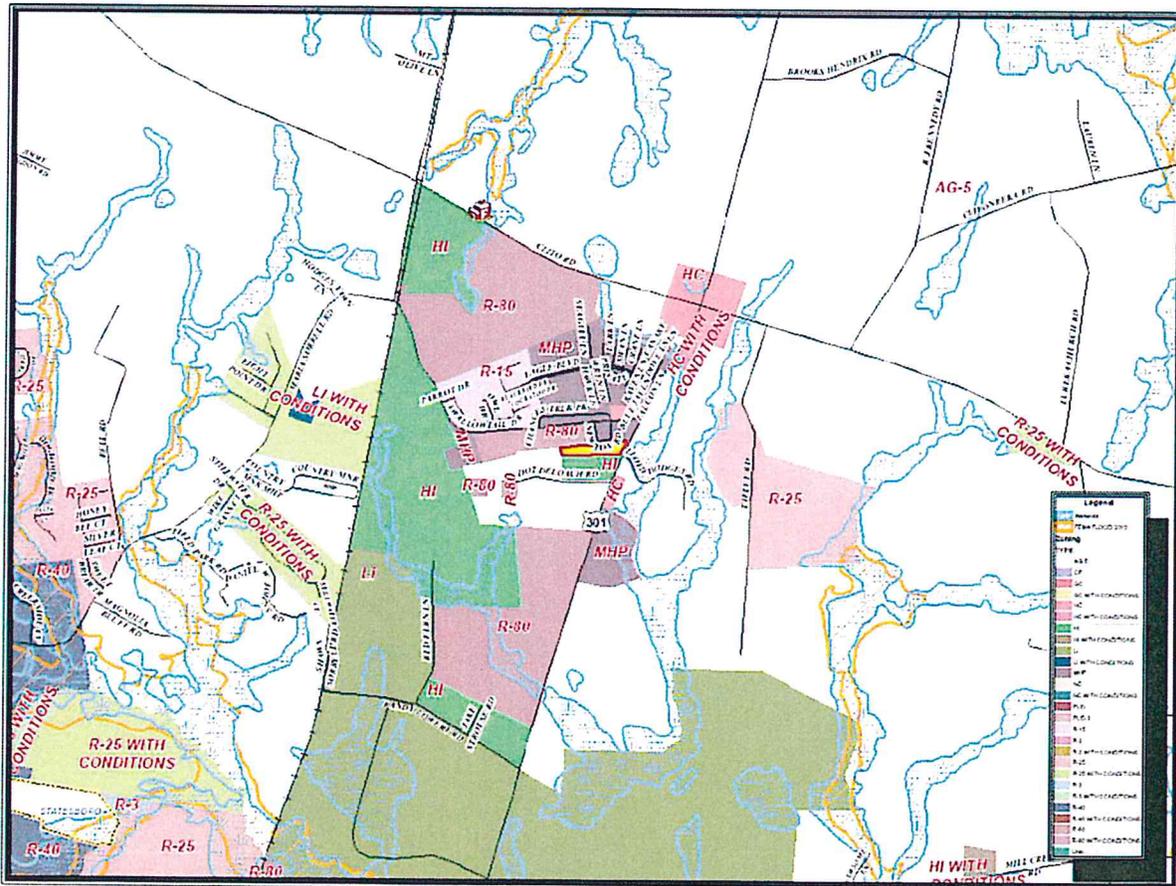
The subject property appears suitable for the proposed use.

The staff recommends approval of the conditional use request.

The Planning and Zoning commission recommended approval of this request on August 08, 2013.

Participants

Tom Couch, County Manager; Andy Welch, County Planner; and Kirk Tatum, County Engineer; Randy Newman, Zoning Administrator.



August 20, 2013
Statesboro, GA

Regular Meeting

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

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Mosley, Commissioner Thompson, Vice-Chairman Gibson, and Commissioner Ethridge (came in at 8:55 a.m. during discussion on Item #2 of New Business). The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Chief Financial Officer Harry Starling, Transportation Director Dink Butler, Fire Chief Chris Ivey, Chief Deputy Jared Akins, County Engineer Kirk Tatum, Statesboro Bulloch Parks and Recreation Director Mike Rollins, Airport Manager Jeff Herrington, Tax Commissioner James Deal, and Tax Appraiser John Scott.

After Roll Call, Chairman Nevil asked for amendments or modifications of the General Agenda. County Manager Tom Couch asked to modify the agenda and add Item # 2 under New Business for Discussion on the Logo for the water tank at the I-16/301 Industrial Park. Hearing no further modifications, Commissioner Gibson offered a motion to approve the General Agenda with the modification suggested by the County Manager. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, and Commissioner Mosley voting in favor of the motion.

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

Chairman Nevil stated that the next item on the agenda was to approve the Consent Agenda as follows: (1) To approve the minutes of the regular meeting and executive session held on August 6, 2013; (2) To approve a lease agreement with Pineland Mental Health (See Exhibit 2013-094); (3) To approve the Airport Manager to proceed with and fund rehabilitation of the Taxiway Lighting System at the Statesboro-

Bulloch County Airport (See Exhibit # 2013-095); (4) To approve a Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith to operate a flight school (See Exhibit # 2013-096); (5) To submit three (3) applications for Dr. Lisa Rogers, Mr. Elliott Marsh and Mr. Ryan McNeal for appointment to Seat 4-A to the Hospital Authority of Bulloch County; (6) To reappoint Mr. Paul Roesel to the Middle Coastal Unified Development Board; (7) To authorize the Chairman to execute a letter issuing a temporary food service permit for the Willow Hill Heritage Festival (See Exhibit # 2013-097); (8) To adopt a Resolution authorizing acceptance of the roads in Phase I of Johnson Run Subdivision (See Exhibit # 2013-098); (9) To adopt a Resolution authorizing acceptance of the roads in Brook Run Subdivision (See Exhibit # 2013-099); (10) To adopt a Resolution authorizing acceptance of the roads in Luke Estates Subdivision (See Exhibit # 2013-100); (11) To approve a tank and containment lease agreement with Allied Universal Corporation for chlorine tanks and containments at Splash in the Boro Water Park (See Exhibit # 2013-101). Commissioner Mosley offered a motion to approve the Consent Agenda as presented. Commissioner Gibson seconded the motion, and it carried with Commissioner Gibson, Commissioner Thompson, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action for approval of the 2013 tax digest and millage rates. He called on County Manager Tom Couch to initiate the discussion regarding the matter, and Mr. Couch stated that the 2013 millage rates would be levied as follows: (1) Bulloch County Board of Commissioners M&O would be 10.440 Mills; (2) Statesboro Special Fire Tax District M&O would be 1.800 Mills; (3) Bulloch County Board of Education M&O would be 9.950 Mills; and (4) Bulloch County Board of Education Bond would be 0.450 Mills. After hearing no further discussion, Commissioner Mosley offered a motion to approve the proposed tax digest and levy the millage rates as proposed for calendar year 2013 (See Exhibit #2013-102). Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion on the logo for the water tower at the I-16/301 Industrial Park Site. He called on County

Manager Tom Couch to initiate discussion on the matter. Mr. Couch passed out a picture of the proposed logo to go on the water tower. He stated in the Intergovernmental Agreement with the City of Statesboro the Board of Commissioners had the final decision for the logo that would be placed on the tower. After some discussion, the Commissioners agreed to move forward with the logo that was presented (See Exhibit # 2013-103). There was no action taken on the item.

Chairman Nevil asked for any general comments or statements from the Commissioners. Commissioners Ethridge, Mosley, Thompson and Gibson thanked the staff for their hard work and dedication. Commissioner Thompson asked if the Historical Society had been in contact with their concerns about the Administrative Annex. County Manager Tom Couch stated that no one had contacted him but he would try and get in touch with a representative from the Historical Society to see if they had any more concerns.

Next, Chairman Nevil asked for comments from the staff. County Manager Tom Couch stated he had sent an email out about the Workshop that would be held on Tuesday, August 27, 2013 at 8:30 A.M. and if anything needed to be added to the agenda to let him know. Hearing no further comments from the Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Ethridge offered a motion to adjourn the meeting. Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Mosley, 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**

<i>DEPARTMENT MAKING REQUEST:</i>		<i>MEETING DATE:</i> September 3, 2013		
Clerk of the Board/Sheriff		<i>RESOLUTION ATTACHED?</i>		<input type="checkbox"/> YES
				<input checked="" type="checkbox"/> NO

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for retail beer and wine by the drink (pouring license) to Angela Kim Adams for Bay South Restaurant located at 6789 Highway 67, Brooklet, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED

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

<i>AGENDA CATEGORY (CHECK ONE)</i>		<i>FINANCIAL IMPACT STATEMENT</i>				
<i>PRESENTATION</i>		<i>BUDGETED ITEM?</i>	<input type="checkbox"/> YES	<input type="checkbox"/> N	<i>AMENDMENT REQUIRED?</i>	<input type="checkbox"/> YES
			<input type="checkbox"/> NO			<input checked="" type="checkbox"/> NO
<i>PUBLIC HEARING</i>		<i>ATTACH DETAILED ANALYSIS, IF NEEDED:</i>				
<i>CONSENT</i>	<input checked="" type="checkbox"/>					
<i>NEW BUSINESS</i>						
<i>OLD BUSINESS</i>						
<i>OTHER</i>						

<i>APPROVED FOR AGENDA</i>											
<i>DEPARTMENT DIRECTOR</i>		<i>PURCHASING OFFICER</i>		<i>OTHER</i>		<i>COUNTY CLERK</i>		<i>COUNTY STAFF ATTORNEY</i>		<i>COUNTY MANAGER</i>	
<input type="checkbox"/> YES		<input type="checkbox"/> YES		<input type="checkbox"/> YES		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> YES		<input type="checkbox"/> YES	
<input type="checkbox"/> NO		<input type="checkbox"/> NO		<input type="checkbox"/> NO		<input type="checkbox"/> NO		<input type="checkbox"/> NO		<input type="checkbox"/> NO	
<i>INITIAL</i>		<i>INITIAL</i>		<i>INITIAL</i>		<i>INITIAL CAS</i>		<i>INITIAL</i>		<i>INITIAL</i>	
<i>DATE</i>		<i>DATE</i>		<i>DATE</i>		<i>DATE 08.21.2013</i>		<i>DATE</i>		<i>DATE</i>	

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

**BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION 8-15-13 NEW RENEWAL

Type of Business to be operated:

<input type="checkbox"/>	Retail beer and wine packaged only	\$1,500.00
<input checked="" type="checkbox"/>	Retail beer and wine by the drink (pouring license)	\$1,500.00
<input type="checkbox"/>	Retail liquor by the drink (pouring license)	\$3,000.00
<input type="checkbox"/>	Pouring license (beer, wine, and liquor)	\$4,500.00
<input type="checkbox"/>	Wholesale license	\$1,200.00
<input type="checkbox"/>	Farm Winery	\$2,250.00
<input type="checkbox"/>	Catering License (off premise)	\$ 500.00
<input checked="" type="checkbox"/>	Application Fee (<u>due upon returning application</u>)	\$ 250.00
<input type="checkbox"/>	Event Permit	\$ 50.00
<input type="checkbox"/>	License Transfers	\$ 250.00
<input type="checkbox"/>	Temporary Permit (all forms)	\$ 250.00

Total license fee (include the application fee) \$ 1750.00

***Late Penalty ***

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

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

Applicant's full name Angela Kim Adams

Name of business Bay South Restaurant

Location of business 6789 Hwy. 67; at I-16, Exit #127

Type of business organization (Corporation, limited liability company, partnership, etc.)

Corporation

Business mailing address 6789 Hwy 67, Brooklet, GA 30415 Phone 

Applicant's home address 5995 Mill Branch Club Rd., Brooklet Phone 

Applicant's age 50 Date of birth  Social Security # 

Are you a resident U.S. Citizen?

YES NO

Are you a resident of Bulloch County?

YES NO

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

Designee's Name & Home Address _____
Designee's Home Phone _____ Designee's Age _____
Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?

YES NO

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

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

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

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

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

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

YES _____ NO

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

Has the applicant or designee EVER been denied an alcoholic beverage license?

YES _____ NO

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

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

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

Approved _____ Rejected _____

This _____ day of _____, 20 ____.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy A. Strickland, Clerk

TYPE: mid
LSTCN: 1653050570
GBITCN: 32272804089990
DATE/TIME: 2013-08-15 16: 56: 28
NAME: ADAMS, ANGELA KIM
SID: NoRecord
OTN:
OCA:
IDENT: NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST

TYPE: mfi - FBI Identification Response
LS TCN: 1653050570
GBI TCN: 32272804089990
DATE/TIME: 2013-08-15 17: 03: 23
OCA:
FBI NUMBER:
SID:
NAME: ADAMS, ANGELA KIM
FBI IDENT: N
FBI RAPSHEET RESPONSE BELOW:

CIVIL APPLICANT RESPONSE

ICN E2013227000000183269 CIDN OCA
ADAMS, ANGELA KIM W 506
MNU SOC SEX F
FPC
HENRY CLASS API

GA0160000 SHERIFF'S OFFICE DATE FP
STATESBORO GA 2013/08/15

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2013/08/15 FEDERAL BUREAU OF INVESTIGATION

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

Tuesday, August 20, 2013

Page 1

Response Key: .BUSX-

0740895 NCIC1 20130820 08:14:46 20130820 08:14:45 2015045BF7
1L012015045BF72QWA
GA0160001

NO NCIC WANT SOC/ [REDACTED]
NO NCIC WANT NAM/ADAMS, ANGELA KIM DOB/19630622 RAC/W SEX/F
***MESSAGE KEY QWA SEARCHES ALL NCIC PERSONS FILES WITHOUT LIMITATIONS.
U^a

No GCIC Record on File
Bullock County Sheriff's Office
Clyde 8/20/13

Communications Officer Date

Send Result Report



MFP

CS 4550ci

Firmware Version 2LC_2F00.004.023 2012.09.07

09/03/2013 04:15
[2LC_1000.007.003] [2K9_1100.002.001] [2LC_7000.004.019]

Job No.: 008745

Total Time: 0°00'21"

Page: 001

Error occurred

Document: doc00874520130903040517

Send Result Report



MFP

CS 4550ci

Firmware Version 2LC_2F00.004.023 2012.09.07

09/03/2013 04:04
[2LC_1000.007.003] [2K9_1100.002.001] [2LC_7000.004.019]

Job No.: 008744

Total Time: 0°01'00"

Page: 001

Canceled

Document: doc00874420130903035243

12124 US Hwy 90 E • Houston, TX 77060
Phone 818-485-2107 • E-mail Allison.m@3d48524@gmil.com

Allison M. Portlock

OBJECTIVE

To obtain an administrative position within a well-established company with the opportunity for advancement of large-scale employees.

EDUCATION

Associate Degree, Business Administration/Technology, May 2010
Oglethorpe Technical College Savannah, GA

- Grade Point Average (GPA): 2.62
- President Honor Roll—Spring Quarter 2004, Fall Quarter 2004, and Winter Quarter 2005
- Honor Roll—Summer Quarter 2005

Diploma, Business Administration/Technology, 2008
Oglethorpe Technical College Savannah, GA

- Cum Laude Honors (GPA): 3.24
- President Honor Roll—Spring Quarter 2004, Fall Quarter 2004, and Winter Quarter 2005
- Honor Roll—Summer Quarter 2005

Diploma, Marketing/Promotional Advertising and Communications/Advertising Specialist (ASAS) Savannah, GA
Oglethorpe Technical College Savannah, GA

Honor Roll—Winter Quarter 2007

QUALIFICATIONS AND SKILLS

Qualifications and skills are a blend of personal experience, on-the-job training, and educational training:

- Proficient in Microsoft Office Software Applications—Email, Word, Publisher, PowerPoint, Access, and Outlook
- Consistent excellent skills in Windows, WordPerfect and Adobe Photoshop
- Keyboarding speed 70 words per minute with accuracy
- Learn new processes quickly—President of Honor Roll. Honor Roll and learned important personal time-management skills every day of working
- Excellent customer service skills—over a year work experience as current position under my supervisor under supervision
- Proficient in office equipment use—systems, workbooks, phones, fax and printers
- Always on time—never—late, dependable, works well with others, and works under the best and toughest office conditions and tight deadlines
- Consistent excellent and flexible, able to adapt to changing situations and maintain a positive attitude and exceed work goals in various departments every shift at current employer.

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	09/03/13 03:53	7640210	0°01'00"	FAX	CANCELLED	200x100 Normal/Off

[NWR2Y00372]

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	09/03/13 04:05	7644609	0°00'21"	FAX	BUSY	200x100 Normal/Off

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

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

REQUESTED MOTION OR ITEM TITLE:

To appoint Mr. Kenneth Shuman to the Aging Services Advisory Council.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Dr. Roger Branch has ended his appointment as an Aging Services Advisory Council Member due to Medical reasons. Mr. Kenneth Shuman is willing/able to serve the remainder of his term which will expire June 30, 2014.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 08.20.2013		DATE		DATE	

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

July 24, 2013

Chairman J. Garrett Nevil
Bulloch County Commission
P.O. Box 347
Statesboro, GA 30459

Re: Vacancy on Aging Services Advisory Council

Dear Chairman Nevil:

We regret to inform you that due to medical issues, Dr. Roger Branch has ended his appointment as an Aging Services Advisory Council member. Therefore, it is necessary for you to appoint an individual who will meet the requirements to serve out the remainder of Dr. Branch's term which ends on June 30, 2014.

Mr. Kenneth D. Shuman, who has been attending quarterly meetings as a guest, has expressed an interest in becoming a council member. We are in support of his appointment to the Aging Services Advisory Council for the remainder of Dr. Branch's term. You may contact Mr. Shuman by mail at:

Kenneth D. Shuman
107 Hazelwood Drive
Statesboro, GA 30458

As you know, one of the functions of the Coastal Regional Commission is to provide programs to older adults and caregivers in our region (mainly through contracts) with more than 18 service providers throughout our nine county region. One of the requirements that we have under the Older Americans Act and the State Office of Aging Regulations is to have an active Aging Services Advisory Council.

The appointed individual must be over 60 years of age and should be a consumer, aging advocate, other interested individual, or local elected official. The role of the council and its members is very important inasmuch as it meets with the staff from time to time to review budgets, get updates on new programs, and provide input on how current and new programs are developed. These activities enable us to provide better services to the older adults of your community. The council must meet quarterly, and the meetings are generally held Tuesday mornings at 10:00 a.m. at the Richmond Hill City Center. The next meeting is scheduled for October 22, 2013.

If you have any questions, please call Dionne Lovett, Aging Services Director, at (912) 437-0840.

Sincerely,



Allen Burns
Executive Director

CC: Christy A. Strickland, Bulloch County Deputy Clerk

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

DEPARTMENT MAKING REQUEST (Box 1) Parks and Recreation	MEETING DATE (Box 2) September 3, 2013	
	RESOLUTION ATTACHED? (Box 3)	YES NO

REQUESTED MOTION OR ITEM TITLE (Box 4)
Replacement of countertops in all restrooms at Mill Creek Park from laminate to a solid surface top.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
The present Countertops at Mill Creek are 20 years old. They are a laminate type countertop and are showing their age from use and water stains. As part of the refurbishing of the restrooms at Mill Creek, the new solid surface countertops will really complement the new flooring hat is being installed in all restrooms at Mill Creek.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)			
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES NO	AMENDMENT REQUIRED? (7b)	YES NO
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)			
CONSENT (6c)	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	Mr	INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE	8/26/2013	DATE		DATE		DATE		DATE		DATE	

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

INTEROFFICE MEMORANDUM

TO: MIKE ROLLINS
FROM: ED NELSON 
SUBJECT: MILL CREEK COUNTERTOP BID
DATE: AUGUST 26, 2013

Bids for the countertops for the restrooms for Mill Creek were opened on Monday, August 12, 2013.

Eleven (11) bids were either e-mailed, mailed, and one (1) delivered.

Bids were also posted on bullochcounty.net, the GLGS Marketplace Listing, and in the Statesboro Herald by Mr. Trapnell.

Four (4) bids were received.

Coastal Countertops (Statesboro, Ga.).....	\$20,225.00**
Larry Cartee Construction (Register, Ga.).....	\$20,638.22
Cooks Cabinets (Brooklet, Ga.)	\$22,500.00
Carolina Counters (Hardeeville, S. C.).....	\$22,607.00

**Coastal Countertops returned the lowest bid. But, failed to show proof of insurance and failed to notarize the two areas that needed a Notary Public Seal. Coastal was asked to provide proof of insurance, which they did. But, also withdrew their quote for this job on Friday, August 16, 2013.

Due to the bid withdrawal from Coastal Countertops, I will recommend that we accept the bid from Larry Cartee Construction to perform this scope of work.

If you need more information, please let me know.

MEMORANDUM

Date: August 12, 2013
To: Mr. Tom Couch
From: Kenneth Trapnell Kenneth Trapnell
Subject: Rec. Dept. Countertops Bid Report (8-2013)

Sealed bids were opened at the Bulloch County Annex on August 12, 2013 at 3:00 P.M. for countertops re-bid. The countertops are to be used by the Rec. Dept.

Eleven (11) IFB'S were e-mailed on July 25, 2013.

The bid was on bullochcounty.net beginning on July 25, 2013.

The advertisement was also listed on GLGA Marketplace Listing beginning on July 25, 2013.

The solicitation was also advertised in the Statesboro Herald on July 26, 2013.

Four (4) bids were received.

Bids received are as follows:

Vendor	Total Bid Price
Coastal Distributors (Coastal Countertops) (Statesboro, GA)	\$20,225.00
Larry Cartee Construction (Register, GA)	\$20,638.22
Cooks Cabinets (Brooklet, GA)	\$22,500.00
Carolina Counters (Hardeeville, SC)	\$22,697.00

Bid opening attendance: Ed Nelson-Rec. Dept., Wiley Brannen-Rec. Dept., Harry Starling & Kenneth Trapnell.

Ed Nelson was given the original bid. Ed is to give the bid to Mike Rollins for his recommendation and potential agenda item for the Commissioners meeting.

Ed: Please check on vendor insurance. Thanks.

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

BID FORM

- 1- Men's And Women's Restrooms @ The Soccer Complex: 4216.99
- 2- Men's & Women's Restrooms @ the four (4) field complex: 3513.48
- 3- Men's & Women's Restrooms @ The Five (5) Field Complex: 5880.79
- 4- Men's & Women's Restrooms @ The Pavilion Restrooms: 3513.48
- 5- Men's & Women's Restrooms @ The Multi-Purpose Athletic Field (Field 17):
3513.48
- 6- Grand Total For All Locations Bid: \$20,638.22

Name of Bidder: Larry Cartee Construction, Inc.

Address: 763 Cartee Road, Register, GA 30452

Signature  Title CEO

Date: August 7, 2013

Prices based on Corian - Group A, B or C

FORM C: FORM OF CONTRACT

CONTRACT FOR COUNTERTOPS

STATE OF GEORGIA

BULLOCH COUNTY

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

WITNESSETH:

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

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

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

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

1. **Character of the Work:**

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

2. **Compensation:**

The **COUNTY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the bid price set forth in Exhibit "A". Services can be altered or eliminated by location and/or frequency. Compensation to the **CONTRACTOR** would be modified by the amounts noted in the contract or a mutually agreed upon price. **CONTRACTOR** shall submit

invoices at the completion of the project, and payment shall be due within ten (10) days of receipt of the invoice by the COUNTY. All payments shall be mailed to the CONTRACTOR, unless prior arrangements to pick up the payment have been made.

3. Term of Agreement:

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

4. Termination:

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

5. Indemnification:

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

6. Proof of Insurance:

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

7. Assignability/Transferability:

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

8. Entire Agreement; Amendments:

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

supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

9. Notices:

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

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

If to the **CONTRACTOR:**

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

10. No Waiver:

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

11. Immunity:

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

12. Legal Construction; Severability:

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

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

COUNTY:

CONTRACTOR:

BY: _____

BY: _____

TITLE: COUNTY MANAGER

TITLE: _____

Attest: _____

Attest: _____

DATE: _____

DATE: _____

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

DEPARTMENT MAKING REQUEST (Box 1) Parks, Recreation and Community Services	MEETING DATE (Box 2) September 3, 2013		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)
Approve bid from "LaRita & Co." for Program Pictures

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
See attached bid results

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES		YES		YES	<input checked="" type="checkbox"/>	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL	MR	INITIAL		INITIAL		INITIAL	AS	INITIAL		INITIAL	
DATE	8/26/2013	DATE		DATE		DATE	8.28.13	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

MEMORANDUM

Date: August 8, 2013
To: Mr. Tom Couch
From: Kenneth Trapnell _____
Subject: Rec. Dept. Picture Bid Report.2013

Sealed bids were opened at the Bulloch County Annex on August 8, 2013 at 3:00 P.M. for a one (1) year term contract on pictures to be used by the Rec. Dept. The contract is to begin on September 1, 2013 and end on August 31, 2014.

Seven (7) Invitations to Bid were sent out to vendors and four (4) bids were received.

The bid solicitation was advertised in the Statesboro Herald on July 24, 2013.

The bid solicitation was also advertised on the GLGA Marketplace Listing beginning on July 22, 2013.

The bid was also posted on bullochcounty.net beginning on July 22, 2013.

Since this is a term contract, the total number of pictures to be purchased during the one year period is unknown.

The bid opening was attended by Harry Starling and myself.

Bid Prices Are For One Item Of Each.

BIDS RECEIVED ARE ON THE FOLLOWING PAGE.

Bids Received Are As Follows:

VENDOR	Package A	Package B	Package C	% Of Retail Value To SBCPRD	Per Individual Purchase To SBCPRD
TSS Photography	\$8.00	\$10.00	\$22.00	20%	\$13.00
LaRita & Co.	\$8.00	\$10.50	\$8.00	20%	NO-BID
Score Photo	\$11.50+\$3.00	\$15.00+\$3.00	\$19.00+\$3.00	NO-BID	\$2.00
Into The Lens	\$17.00	\$27.00	\$37.00	21%	\$2.50

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



STATESBORO-BULLOCH

Parks and Recreation

August 13, 2013

LaRita Hulseley:

Your bid for Statesboro-Bulloch County Parks and Recreation Department (SBCPRD) photography was \$8.00 for Package A and \$10.50 for Package B with a 20% retail value to SBCPRD. TSS Photography bid a total of \$8.00 for Package A and \$10.00 for Package B with a 20% retail value to SBCPRD.

Your bid falls within 5% of TSS Photography. Local vendors have the opportunity to match the lowest bid. If you are willing to adjust your bid to \$10.00 on Package B, you will be recommended to the Board of Commissioners to win the bid. Please sign below to accept.

Package A \$8.00
Package B \$10.00
20% Retail Value to SBCPRD



(Signature)

If you have any questions, please give me a call at 912-489-9064.

Thank you,
Darryl Hopkins

Statesboro-Bulloch County Parks and Recreation Department

TO: Tom Couch, County Manager

FROM: Mike Rollins, Director Parks and Recreation

DATE: Friday, August 23, 2013

CHECKLIST FOR "PROGRAM PICTURE" BID

ITEM	REMARK
Bid opening date and time	8/8/13 3:00 p.m.
Location of bid opening	Bulloch County Annex
Staff present for bid opening	Harry Starling and Kenneth Trapnell
Total number of bids sent out by request from advertisement or public notice	Zero
Total number of bids sent out by invitation from vendor lists	Seven
Date bid was advertised in the Statesboro Herald	7/24/2013
Bid tabulation table attached	Yes
Statement indicating: were all bids submitted by responsible vendors; did content meet standards for completeness and specifications; associated statements pointing out any discrepancies, substitutions or alternatives	N/A
Recommendation as to which bid is most advantageous to the county	LaRita & Co.
Copy of bid package submitted to the vendor attached, including addenda attached	Yes
Copy of bid form and any pertinent supplemental information received from each vendor attached	Yes
Properly completed "Agenda Item Summary" attached	Yes

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

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

REQUESTED MOTION OR ITEM TITLE (Box 4)

Discussion and/or Action to Approve Statesboro Fire Agreement

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

Attached for your consideration and/or approval is a proposed intergovernmental agreement with the City of Statesboro for fire protection services in the Statesboro Fire Tax District.

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)							
OLD BUSINESS (6e)	X						
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		INITIAL	J/1	INITIAL	
DATE		DATE		DATE		DATE		DATE	8/30/13	DATE	

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

STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES

This intergovernmental agreement is entered into this 4th day of September, 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 and City will share the total costs of establishing the Training Complex on Highway 301 North including, but not limited to, the dismantling and relocation of the Training Tower on Grady Street to the Training Complex. The County shall use funds from the County SFT District Fund Balance to pay 50% of the total costs of establishing the Training Complex on Highway 301 North including, but not limited to, the dismantling and relocation of the Training Tower on Grady Street to the Training Complex, but in no case shall the County’s share of these total costs exceed \$40,000.00. The County shall use funds from the County SFT District Fund Balance to pay the costs of implementing a long-hose lay system, the costs of acquisition of fire apparatus, and the costs of the drought study. After the costs of implementation of a long-hose lay system, the acquisition of fire apparatus, and the drought study have been paid, 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 as well as the term of this agreement 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 and/or lengthen the term of this agreement. 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-

There is hereby created the Statesboro Fire Tax District Review Committee consisting of the Chairman of the Board of Commissioners, a Commissioner appointed by the Chairman, the County Public Safety Director, the County Fire Chief, the Mayor, a Councilman appointed by the Mayor, the City Public Safety Director, and the City Fire Chief to review and advise the governing bodies regarding fire services, including, but not necessarily limited to placement of any new fire stations, possible expansion of the SFTD, joint training and the advisability of a longer-term agreement. This committee shall have its regular meeting the first Monday in October each year at 10:00 a.m. in the City Council Chambers at City Hall. Special meetings of this committee shall occur as necessary upon the call of either the Chairman of the Board of Commissioners or the Mayor of the City of Statesboro.

-7-

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.

-8-

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.

-9-

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.

-10-

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.

-11-

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.

-12-

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.

-13-

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.

-14-

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.

-15-

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.

-16-

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.

-17-

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.

-18-

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.

-19-

(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.

-20-

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.

-21-

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.

-22-

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

-23-

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

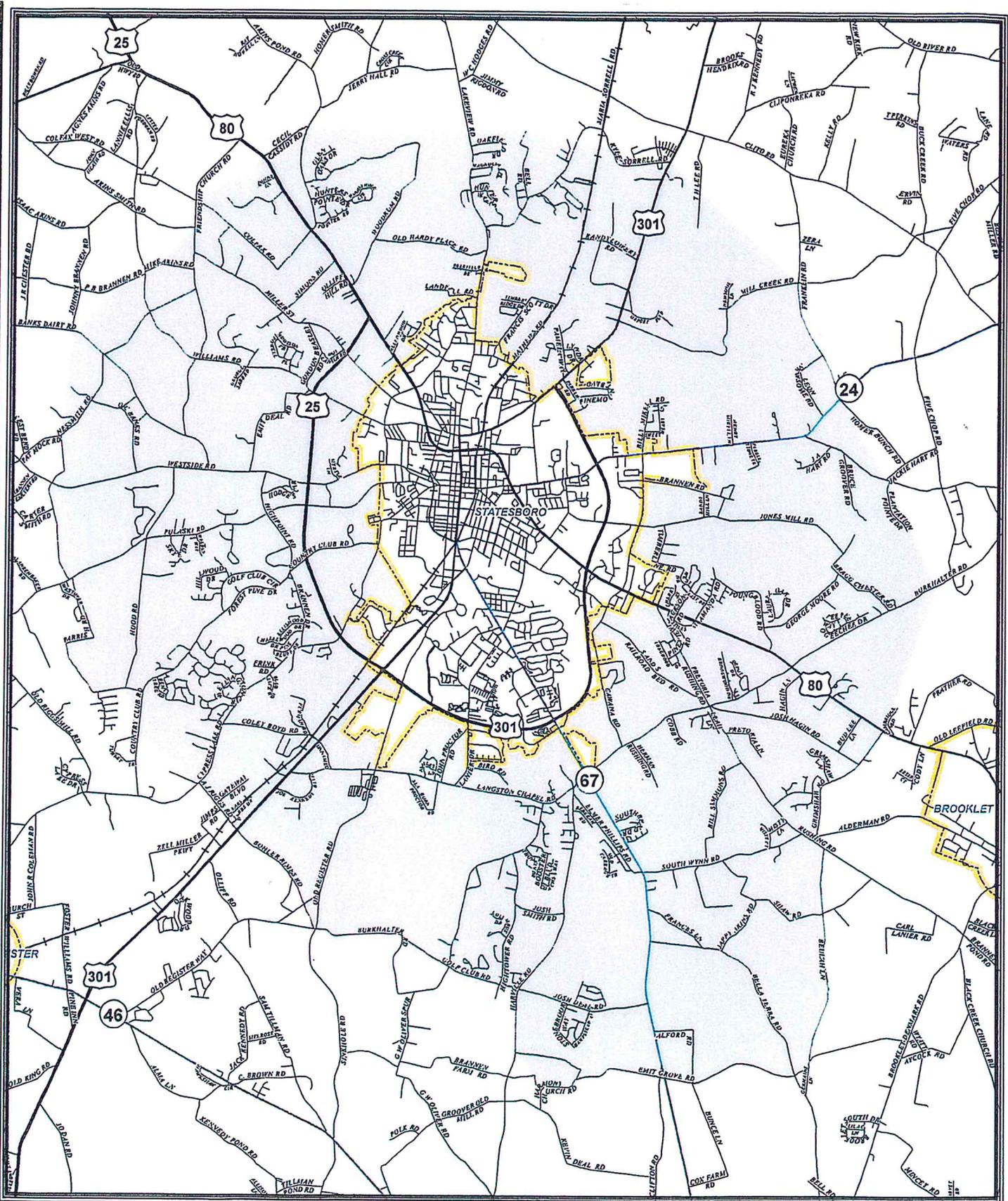
MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

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

