Bulloch County Board of Commissioners Regular Meeting

March 18, 2014
Estimated Time: 35 Minutes
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; Andy Welch, Development Services Director; Ted Wynn, Public Safety Director; Dink Butler, Transportation Director; Kirk Tatum, County Engineer; Mike Rollins, SBPRD Director; Kelly Collingsworth, KBB Director; Chris Hill, BCCI Warden; and Whitney Richland, Chief Accountant**

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	8:35 AM	
Approval of General Agenda	Chairman Nevil	8:37 AM	
Public Comments	Audience	8:39 AM	
Presentation			
Keep Bulloch Beautiful-2014 Children's Water Festival	Kelly Collingsworth	8:49 AM	
Consent Agenda	Chairman Nevil	8:55 AM	
To approve the minutes of the regular meeting held on March 4, 2014	Clerk of the Board		Tab A
To authorize the County Manager to execute an agreement with the Georgia Department of Corrections for the FY 2015 Intergovernmental Agreement regarding State Inmates	BCCI		Tab B
To approve a bid from Most Dependable Fountains, Inc. for the purchase of outdoor water fountains	Parks & Rec		Tab C
To authorize a contract with The University of Georgia Cooperative Extension Service contract renewals	Community Services/Cooperative Extension		Tab D
To authorize a contract with Trinity Electrical Services, Inc. for installation of 2 precision approach PAPI and flight check at the Statesboro-Bulloch County Airport	SPLOST Capital Projects/Airport		Tab E
Commission and Staff Comments	Chairman Nevil, et al.	8:58 AM	
Adjourn	Chairman	9:05 AM	

Additional Information

Background information in Board packets

March 4, 2014
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: Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Chairman Nevil, Commissioner Rushing, Commissioner Thompson and Commissioner Gibson. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Chief Financial Officer Harry Starling, Transportation Director Dink Butler, Chief Deputy Jared Akins, Public Safety Director Ted Wynn, County Engineer Kirk Tatum, Zoning Administrator Randy Newman, Fire Chief Christopher Ivey, Splash in the Boro Director Steve Brown, Statesboro-Bulloch Parks and Recreation Director Mike Rollins, and Chief Accountant Whitney Richland.

After Roll Call, Chairman Nevil opened the meeting for a Public Hearing regarding Zoning and Land Use matters. Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman stated the only item on the agenda was an application submitted by Marty J. Beasley for a Conditional Use to operate a Day Care in an R-40 (Residential 40,000 square feet) zoning district. The property consists of one acre and is located on Gordon Beasley Road, Map/Parcel # 074 000025 011. Ms. Janet Beasley was present and stated it would be an in-home day care and they would have seven to eighteen children pending approval from the State. There was no one present to speak concerning the request (See Exhibit # 2014-024). Hearing no further discussion, Commissioner Rushing offered a motion to approve the Conditional Use Request to operate a Day Care. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson and Commissioner Gibson voting in favor of the motion.

Chairman Nevil asked for amendments or modifications of the General Agenda. County Manager Tom Couch stated he would like to recommend moving Consent Agenda Item # 11 (To Approve a bid from Freightliner of Savannah for Pot Hole Patcher with Cab

and Chassis) under New Business as Agenda Item # 3. Hearing no further modifications, Commissioner Simmons offered a motion to approve the General Agenda with the modification requested by the County Manager. Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion.

Chairman Nevil asked for any public comments from the audience at large or in writing. Ms. Carrie Howard of the Whitesville Community was present and stated she wanted some information on property taxes. She stated she was concerned with the procedure that if anyone was late the property went up for sale and wanted to know if the County would consider putting exemptions on property taxes for citizens who are over sixty-five, disabled, low income or widowed. Ms. Howard stated since the Sheriff's Department and the Correctional Institute were built it has lowered her community's property values. Chairman Nevil stated he would speak with the Tax Commissioner and Tax Assessor and try and see if there are any exemptions that can be applied for.

Chairman Nevil stated the next item on the agenda was a Public Hearing on a proposed abandonment of a portion of County Road #181 a/k/a Dink Station Road. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated a petition has been submitted requesting to abandon a portion of Dink Station Road and according to Georgia Law a public hearing must be held on the issue before action is taken. He stated that notice of the public hearing was published in the Statesboro Herald and the property owners along the road were notified via certified letters. Mr. Couch stated the legal standard for abandoning a county road is that the Commissioners must find that the road has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best interest of the public. Chairman Nevil asked for a motion to open the public hearing. Commissioner Gibson offered a motion to open the Public Hearing for the proposal for the abandonment of a portion of County Road # 181 d/b/a Dink Station Road. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion. Mrs. Marie Ashmore stated she and her sister filed the petition to close 2,800 feet of the road that they own to be able to put pivots for the land that is farmed. Mrs. Fran Altman was present and stated she lives on the road

and she is opposed to the road being closed for health and safety issues and stated she had submitted a petition from adjacent property owners opposing the closure (See Exhibit # 2014-025). She stated there is another access to get out but that it is not a safe road to travel on. Mrs. Altman also stated she lived there for over eighteen years and the Ashmores have always had beautiful crops and she did not understand why they needed an additional irrigation system. Mr. Jason Altman stated he also confirmed what is wife had said and that Kennedy Bridge Road is unsafe to travel on. Mrs. Diane Holman stated she was in support of what Mr. & Mrs. Altman had stated. Ms. Bonnie Howard stated she represents the J.L. Dekle Trust who has farm land on the road and their farming equipment uses the part of the road they are petitioning to close for access to its property. Mrs. Ashmore stated if the Board does not allow the portion of the road to be closed that it would be a detriment to her and her sister but for the neighbors it is just an issue of the roads when it rains. Hearing nothing further, Chairman Nevil asked for a motion to close the Public Hearing. Commissioner Mosley offered a motion to close the Public Hearing for the proposal for the abandonment of a portion of County Road # 181 d/b/a Dink Station Road. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion. Chairman Nevil stated the next item would be to take action on the proposal for the abandonment of a portion of County Road # 181 d/b/a Dink Station Road. Commissioner Thompson stated he understands the reasoning for closing the roads but they have to follow the Georgia law, which basically says that if the road is being used it does not need to be closed. Hearing no further discussion, Commissioner Thompson offered a motion to deny the petition to close County Road # 181 d/b/a Dink Station Road. Commissioner Ethridge seconded the motion and it carried with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, and Commissioner Rushing voting in favor of the motion. Commissioner Gibson voted to oppose the motion.

Chairman Nevil stated the next item on the agenda was for a Public Hearing on a Proposed Streetlight Tax District for Birdie Court. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated that residents of lots contiguous to Birdie Court have submitted a petition to create a streetlight tax district for Birdie Court. He said it was signed by at least seventy-five percent but less than one hundred percent of the lot owners. Mr. Couch stated in accordance with the streetlight district ordinance, a public

hearing must be held on the issue since less than one hundred percent of the lot owners signed the petition. He stated pursuant to the ordinance a public hearing notice was published in the Statesboro Herald on Thursday, February 20, 2014 and a sign of the public hearing was placed on the property at least ten days before the hearing. Hearing nothing further, Chairman Nevil asked for a motion to open the public hearing for a proposed streetlight tax district on Birdie Court. Commissioner Simmons offered a motion to open the Public Hearing for the Streetlight Tax District. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion. Ms. Aimao Zhang stated she was opposed to the streetlight district and that she had spoken with the petitioner Frank Hook and he had assured her that he would not place lights on her side of the road and she would not be taxed for the lights. She stated she just wanted to make sure this was the correct information. County Attorney Jeff Akins stated you cannot exempt individual lots, and that all the lots that derive a benefit from the streetlights would have to be charged for the lights in a streetlight tax district. He suggested deferring this matter to the April 1, 2014 meeting so he could speak with Mr. Hook and work out some of the details. After some further discussion on the placement of the lights, Commissioner Gibson offered a motion to defer the request to the April 1, 2014 meeting. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing, and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated 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 February 18, 2014; (2) To approve an Airport Lease Agreement with Dr. Russell Herrington (See Exhibit # 2014-026); (3) To Approve a First Amendment Lease Agreement with Air Evac EMS, Inc. (See Exhibit # 2014-027); (4) To Approve a termination of an Airport Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith (See Exhibit # 2014-028); (5) To Approve an Airport Lease Agreement with Midcoast Aviation Services, LLC, Bobby Smith; Topflight Aviation of Georgia, Inc; and George Hitt (See Exhibit # 2014-029); (6) To Approve an Airport Lease Agreement with KP Aviation, LLC, Kelly Brown, and Phillip Roesel (See Exhibit # 2014-030); (7) To Approve an Airport Lease agreement with TJP@Jax, Inc. d/b/a The Jumping Place (See Exhibit # 2014-031); (8) To

Approve the purchase from Contract Furnishings International for Chaise Lounge Chairs and Arms Chairs for Splash in the Boro (See Exhibit #2014-032); (9) To Approve a print bid with Lewis Color for Recreation Guides, Postcards, and other brochures (See Exhibit # 2014-033); (10) To Approve a proposal with the National Fire Services for consultation services for assistance with the ISO Rating for the five mile district (See Exhibit # 2014-034); (11) To Authorize a Contract with Wethe and Associates for fringe benefits consulting (See Exhibit # 2014-035). He asked if anyone had any questions or modifications. Commissioner Ethridge asked for clarification on Agenda Item # 11 and what services Mr. Wethe offers. County Manager Tom Couch stated Mr. Wethe has been the county's employee health plan consultant since 2004 and that he is an independent fringe benefits consultant with no ties to the insurance industry. Mr. Couch stated because the county is at the mid-term of the engagement with its present third-party administrator (TPA), Covenant, the county staff wished to have Mr. Wethe review the performance of the plan and the TPA as provided in the scope of the services. Chairman Nevil asked if anyone else had any comments or questions. Hearing none, Commissioner Thompson offered a motion to approve the Consent Agenda. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action to adopt a Resolution to Approve Issuance of Obligations by the Public Finance Authority. He called on Attorney Jimmy Franklin to initiate discussion on the matter. Mr. Franklin stated this is a nonprofit entity created under Wisconsin law, and it has the authority under Wisconsin law to issue bonds to finance projects outside the state of Wisconsin. Mr. Franklin stated that the bonds to be approved by this resolution will be used to finance the acquisition of local housing for Georgia Southern students. He stated that Wisconsin law also requires approval of the bonds by a local government in whose jurisdiction the project being financed is located, and that is the reason for this resolution. He stated that the approval of the resolution does not obligate the Board of Commissioners for any liability or responsibility with respect to the bonds. After some further brief discussion about the bonds, Commissioner Gibson offered a motion to approve the Resolution to Approve Issuance of Obligations by the Public Finance Authority (See Exhibit # 2014-036). Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-

Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action to adopt a Resolution to authorize the sale of three parcels of real property by sealed bids. He called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated the resolution will authorize the solicitation of sealed bids for sale of the three parking lot parcels the County still owns adjacent to the site of the old hospital. He stated a minimum bid has been set for each parcel based on the opinion of the fair market value rendered by Chief Appraiser John Scott. He stated the lots may be sold individually or in any combination and the bids are due no later than 3:00 p.m. on Tuesday, April 8, 2014 at which time they will publicly opened and read aloud. Mr. Akins stated that pursuant to Georgia law, the Board of Commissioners retains the discretion to reject any and all bids, and the award, if any, must be made to the highest responsible bidder. Hearing no further discussion, Commissioner Mosley offered a motion to approve a Resolution to authorize the sale of three parcels of real property by sealed bids (See Exhibit # 2014-037). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing and Commissioner Gibson voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action to approve a bid from Freightliner of Savannah for a Pot Hole Patcher with Cab and Chassis. He called on Transportation Director Dink Butler to initiate discussion on the matter. Mr. Butler stated the lowest bid with Adams Equipment Company, Inc. did not meet the specs in the bid solicitation. He went over the warranty and deductions that were received from Freightliner of Savannah and explained they met all the specs so that is why the second lowest bidder was recommended for approval. Hearing no further discussion, Commissioner Mosley offered a motion to approve the bid from Freightliner of Savannah for a Pot Hole Patcher with Cab and Chassis (See Exhibit # 2014-038). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing, and Commissioner Gibson voting in favor of the motion.

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

thanked Ms. Carrie Howard for attending the meeting. Commissioner Rushing gave an update on the industrial park progress on I-16.

Chairman Nevil asked for comments from the staff. County Manager Tom Couch stated he had passed out some information from Tiger Grants and stated he wants to see about applying for a grant to help with the cost of the median at the 301/I-16 project. He stated he was trying to get all the information together because the application deadline is on April 28, 2014, but he just wanted the Board to be aware of the Tiger Grant. Chairman Nevil asked if there were any other comments from the staff. Hearing none, he asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Thompson, Commissioner Rushing, 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:	MEETING DATE: 3.18.2014		
Bulloch County Prison	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

Authorize the County Manager to execute an agreement with the Georgia Department of Corrections for the FY 2015 Intergovernmental Agreement regarding State Inmates, subject to final approval by the Chief Legal Counsel

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

This agreement is for terms, conditions, and basic components for housing up to 147 inmates per day during FY 2015.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	CAS	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	3.12.14	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

INTERGOVERNMENTAL AGREEMENT
COUNTY CAPACITY

THIS AGREEMENT is entered into the 18th day of March, 2014, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and BULLOCH COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

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

1. Care and Custody. County agrees to provide complete care and custody of up to 147 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

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

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom

treatment is likely to cost in excess of One Thousand Dollars ($1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

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

5. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until 11:59 p.m. on June 30, 2015 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

6. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

7. Prison Rape Elimination Act. County agrees that it is aware of and will comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department has the right to inspect any documents or records relating to such audit, inspection or investigation and County will provide such documents or records at Department's request. County acknowledges that failure to comply with PREA is a material breach of this Agreement and is cause for termination of this Agreement.

b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.

c. Department is not liable to County for any late fees or charges imposed by the hospital or hospital authority (collectively, "Late Fees") for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.

d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.

e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital authority or hospital. Department shall not be liable to County for any amount paid by County to a hospital or hospital authority over the Medicaid Rate for emergency services provided to a State Offender.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

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

12. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this

8. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:	Bulloch County Board of Commissioners Manager, Thomas Couch P.O. Box 347 Statesboro, GA 30459
With a copy to:	Bulloch County Prison Warden, Chris Hill 17301 US Hwy 301 North Statesboro, GA 30458
If to the Department:	Robert E. Jones General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, Georgia 31029
With a copy to:	Rick Jacobs Facilities Director Georgia Department of Corrections State Office South, Gibson Hall, 1st Floor P.O. Box 1529 Forsyth, Georgia 31029

9. Reimbursement of Medical Costs.

a. Department agrees to reimburse County for certain costs of medical services required for emergency medical conditions posing an immediate threat to life or limb if a State Offender cannot be placed in a state institution for the receipt of this care, (hereafter "Emergency Medical Services"), provided, however, that Department's obligation arises only when the cost per State Offender per incident exceeds One Thousand Dollars ($1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars ($1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.

Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

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

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

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Robert E. Jones
General Counsel

COUNTY:

By: _____

Print Name: _____

Title: _____

FACILITY WARDEN/SUPERINTENDENT

By: C. Hill

Print Name: Chris Hill

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) March 18,2014		
Recreation Department – Parks Division	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve bid from Most Dependable Fountians, Inc. for the purchase of 19 outdoor water fountains for $29,786.50.

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

See attached Memo

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	x	AMENDMENT REQURED? (7b)	YES	
			NO			NO	x
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	✓	SPLOST					
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 X	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL MR	INITIAL	INITIAL	INITIAL CAS	INITIAL	INITIAL
DATE 3/10/14	DATE	DATE	DATE 3.12.14	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATESBORO-BULLOCH

Parks and Recreation

Memorandum

To: Mike Rollins

From: Tony Morgan

Subject: Outdoor Drinking Fountains

Date: March 6, 2014

We have 19 outdoor water fountains on various parks around the county that are 15-20 years old. These fountains have lots of internal parts that are plastic. These parts are becoming hard to find, expensive and are not holding up to the amount of use that we are using them. Thirteen years ago we purchased five Most Dependable Water Fountains for Mill Creek Park in areas that get the most use on the complexes. They have no plastic parts and all internal components are stainless steel. During the thirteen years they have been up we have had to replace one part!

Bids were emailed to 5 vendors and an ad was placed in the Statesboro Herald and put on the Bulloch County's Website on February 20,2014. Bids were opened on March 6,2014 at 3:00pm at the North Main Annex in the library. Tony Morgan, Harry Starling, Ruby Hunter, and Faye Bragg were present for the bid opening. Two bids were received. Most Dependable Fountains, Inc. submitted one for $29,786.50 and Apple Specialties, Inc. submitted one for $32,593.50. I have reviewed the submitted bids and all meet specifications and has no exceptions to bid.

It is my recommendation that the bid for outdoor water fountains from Most Dependable Fountain, Inc. be approved for purchase. Please let me know if there are any questions or concerns.

Thank you,

Tony Morgan

Tony Morgan

MEMORANDUM

Date: March 6, 2014

To: Tom Couch

From: Faye Bragg

Subject: Recreation Department Outdoor Drinking Fountain Bid

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on Thursday, March 06, 2014, at 3:00 pm. for the Recreation Department Outdoor Drinking Fountain Bid.

Five (5) bids were e-mailed and an ad was placed in the Statesboro Herald on February 20, 2014, as well as the bid being put on Bulloch County's website. Three (3) other bids were e-mailed at various times when requested for a total of eight (8) bids e-mailed.

The two (2) bids below were received.

Vendor	Total Bid Price	Vendor Declaration & Non-Collusion Affidavit
Most Dependable Fountains, Inc.	$29,786.50	Yes
Apple Specialties	$32,593.50	Yes

Bid opening attendance: Tony Morgan, Harry Starling, Ruby Hunter, and Faye Bragg.

Tony Morgan was given copies of the bids to process for presentation to the Board of Commissioners.

Statesboro-Bulloch County Parks and Recreation Department

TO: Tom Couch, County Manager

FROM: Mike Rollins, Director Parks and Recreation

DATE: 3/6/14

CHECKLIST FOR " Outdoor Water fountain" BID

ITEM	REMARK
Bid opening date and time	March 6,2014 , 3:00pm
Location of bid opening	North Main Annex, Library
Staff present for bid opening	Tony Morgan, Harry Starling, Ruby Hunter, Faye Bragg
Total number of bids sent out by request from advertisement or public notice	3
Total number of bids sent out by invitation from vendor lists	5
Date bid was advertised in the Statesboro Herald	Herald – February 20,2014 , County Website
Bid tabulation table attached	Included
Statement indicating the following: were all bids submitted by responsible vendors; did content meet standards for completeness and specifications; associated statements pointing out any discrepancies, substitutions or alternatives	Included
Recommendation as to which bid is most advantageous to the county	Included
Copy of bid package submitted to the vendor attached, including addenda attached	Included
Copy of bid form and any pertinent supplemental information received from each vendor attached	Included
Properly completed "Agenda Item Summary" attached	Included

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 03.18.14		
Community Services/Cooperative Extension	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

Authorize a contract with The University of Georgia Cooperative Extension Service contract renewals.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
Approval is recommended.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQURED?	YES	
			NO			NO	X
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: No imapct.					
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		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE 03.13.14	

COMMISSION ACTION AND REFERRAL

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

Revised: 01.01.07, MAC

The University of Georgia

College of Agricultural and Environmental Sciences
Cooperative Extension

151 Langston Chapel Road
Suite 600
Statesboro, GA 30458

March 10, 2014

TO: Mr. Tom Couch
County Manager
Bulloch County Board of Commissioners

FROM: Wes Harris
Bulloch County Extension Coordinator

RE: Carole Knight Contract Renewal for Fiscal Year 2015
Lisa Strickland Contract for Fiscal Year 2015
Victoria Tillery Contract for Fiscal Year 2015

It is time for annual renewal of contracts. These contracts are essentially the same as last year with a slight increase in salaries. Lisa's contract is new and will relieve the County of providing monthly payroll and retirement billing. Attached are the contract forms with new annualized amounts for salary and benefits. The contract document ***should be transferred to Board stationery***.

The renewal contracts are due to our District Office by March 25, 2014. Please notify our office when the contracts are approved and we will arrange delivery. If I can provide any further information or assistance, please call me at 912.871.6130.

Thank you and the Board for your continued support.

An Equal Opportunity/Affirmative Action Institution

DATE:

MEMO TO: Joann Milam
District Extension Director

FROM: Tom Couch, Bulloch County Manager

SUBJECT: Renewal of Contracts

It is the intent of the Bulloch County Board of Commissioners to renew the contract with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service. The contract is for salary, TRS Retirement and SS/Med cost only for one County Extension Resource Manager and one County Extension Associate-4-H for the period of July 1, 2014 – June 30, 2015. A budget sheet is attached.

_____

District Extension Director Date

_____

Associate Dean for Extension, CES, UGA Date

_____

Vice-President for Public Service & Outreach, UGA Date

Bulloch Board of Commissioners

July 1, 2014 – June 30, 2015

Personnel:

51110 Monthly Payroll (Annual Salary)		$33,539
Victoria Tillery		$18,000
Lisa Strickland		$15,539
51940 FICA OASDI (Soc. Sec)	6.2%	$ 2,079
51942 FICA-HI (Medicare)	1.45%	$ 486
51950 TRS Retirement	13.15%	$ 4,410
*Total Salary & Benefit		$40,514

Account 26-31-GE354-004 pays for hospital and life for this account.

*The University of Georgia will bill the county monthly for the actual salary, TRS Retirement and Social Security/Medicare cost ONLY for one County Extension Resource Manager and one County Extension Associate-4-H. County request a final invoice in 45 days after end date. The Southeast District Extension Director will be allowed to re-budget funds without prior written approval from Bulloch County as long as such re-budgeting does not result in an increase in the compensation authorized in this year's budget.

Name: Harry Starling
Address: Post Office Box 347
City, State Zip: Statesboro, GA 30458

Telephone Number: 912-764-6245
FAX Number: 912-764-8634

Name of Contact: Harry Starling, CFO
Email Address: hstarling@bullochcounty.net

_____ _____
Tom Couch, Bulloch County Manager Date

DATE:

MEMO TO: Joann Milam
District Extension Director

FROM: Tom Couch, Bulloch County Manager

SUBJECT: Renewal of Contract - County Extension Agent-ANR

It is the intent of the Bulloch County Board of Commissioners to renew the contract with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service. The contract is for 100% of the actual salary and benefits cost for one County Extension Agent. The contract is for the period of July 1, 2014 - June 30, 2015. A new budget sheet is attached.

_____

District Extension Director Date

_____

Associate Dean for Extension, CES, UGA Date

_____

Vice-President for Public Service & Outreach, UGA Date

Bulloch County Board of Commissioners

July 1, 2014 - June 30, 2015

Personnel: Carol Hicks Knight

51110	Monthly Payroll (Annual Salary)		$48,000
51910	Hospital		$15,000
51920	Life		$ 70
51940	FICA OASDI (Soc. Sec)	6.2%	$ 2,976
51942	FICA-HI (Medicare)	1.45%	$ 696
51950	TRS	13.15%	$ 6,312
	*Salary & Benefits Total		$73,054

*The University of Georgia will bill the county monthly for the actual salary/benefits cost for one County Extension Agent. County request a final invoice in 45 days after end date. The Southeast District Extension Director will be allowed to re-budget funds without prior written approval from Bulloch County as long as such re-budgeting does not result in an increase in the compensation authorized in this year's budget.

Bill to the following name and address:

Name:	Harry Starling
Address:	Post Office Box 347
City, State Zip:	Statesboro, GA 30458
Telephone Number:	912-764-6245
FAX Number:	912-764-8634
Name of Contact:	Harry Starling, CFO
Email Address:	hstarling@bullochcounty.net

_____ _____

Tom Couch, Bulloch County Manager Date

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 03.18.14		
SPLOST Capital Projects/Airport	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

Authorize a contract with Trinity Electrical Services, Inc. for installation of two (2) precision approach path indicator (PAPI) and flight check at the Statesboro-Bulloch County Airport.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
The Georgia Department of Transportation has provided additional state and federal funding to the grant for taxiway lighting to include these devices that are also failing. Trinity is providing the taxiway lighting, but the GDOT has recommended a separate contract rather than a change order to the contract managed by WK Dickson Engineering which will save an additional 6-8% in cost. Three quotes were solicited and Trinity has the lowest cost. Approval is recommended.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQURED?	YES	
			NO			NO	X
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: The cost of the PAPI installation is $22,000.00; 95% funded by FAA and GDOT. The residual match amount will be appropriated from 2077 SPLOST Airport funds.					
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		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE 03.13.14	

COMMISSION ACTION AND REFERRAL

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

Revised: 01.01.07, MAC

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

DATE: 3/12/2014

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS NO. 1 Trinity Electrical Services		NO. 2 TCA Electrical		NO. 3 Precision Approach	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
2	Precision Approach Path Indicator	0.00	0.00	7500.00	15000.00	8100.00	16200.00	13623.00	27246.00
2	Flight Check	0.00	0.00	3500.00	7000.00	4500.00	9000.00	6000.00	12000.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PLUS FREIGHT		0.00		0.00		0.00		0.00
	TOTALS		0.00		22000.00		25200.00		39246.00

REQUESTING DEPARTMENT Airport	NOTES	AWARD TO: Trinity Electrical Services Inc.
		(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE	DEPT. ACCOUNT NO.:	PURCHASE ORDER NO.:

Trinity Electrical Services, Inc.
2317 Golden Isles West, Suite 4
Baxley, GA 31513

Estimate

Date	Estimate #
2/28/2014	031

Name / Address
Statesboro Airport

Project

Description	Qty	Rate	Total
The price is for installing 1 two box single Chanel papi system. Also includes removal of existing system and checking grounding to insure properly grounded		7,500.00	7,500.00
Flight Check		3,500.00	3,500.00
		Total	$11,000.00

Phone # 912-366-7773 Fax # 912-366-7776 trinity.electrical@att.net

Trinity Electrical Services, Inc.
2317 Golden Isles West, Suite 4
Baxley, GA 31513

Estimate

Date	Estimate #
2/6/2014	029

Name / Address
Statesboro Airport

Project

Description	Qty	Rate	Total
The price is for installing 1 two box single Chanel papi system with flight check inspection.Also includes removal of existing system and checking grounding to insure properly grounded If two units are approved it will be $ 22,000.00		11,000.00	11,000.00
		Total	$11,000.00

Phone # 912-366-7773 Fax # 912-366-7776 trinity.electrical@att.net

Subject: Papi Replacement Quote
From: Marty Bennett <marty@tcatifton.com>
Date: Tue, 17 Sep 2013 16:57:11 -0400
To: statesboroairport@frontiernet.net
CC: freddie@tcatifton.com

Jeff,

Our price to replace your existing PAPI's on the 32 end is as follows.

We will furnish one new two box set of ADB single channel papi's, style B (Freddie was mistaken when you talked the other day, existing papi's are current driven so they are style B), on your existing pads for $8100.00.
I do not have a price yet for the flight check. The person that handles that for the FAA has been out. We estimate that it will be somewhere around $5000.00. As soon as we get a firm price from them I will let you know.

Thank you,

Marty Bennett
TCA Electrical Contractors, Inc
2209 Leslie Locke Rd
Tifton, Ga 31793
229-387-7097 (o)
229-392-5587 (c)

8100.00
+ 4500.00
12600.00

Subject: Re: Papi Replacement Quote
From: Marty Bennett <marty@tcatifton.com>
Date: Fri, 20 Sep 2013 14:49:30 -0400
To: Jeff Herrington <statesboroairport@frontiernet.net>
CC: freddie@tcatifton.com

Jeff,

I finally heard from FAA flight check.
The price to flight check the 32 papi's is $4500.00. This is based on one trip and 1 1/2 hr for the plane.
Let me know if you need anything else.

Thank you,

Marty

> On Wednesday, September 18, 2013 2:11 PM, Jeff Herrington wrote:
>
> Thanks Marty,
>
> I will be intouch.
>
> Jeff
>
> Marty Bennett wrote:
>
> > Jeff,
> >
> > Our price to replace your existing PAPI's on the 32 end is as follows.
> >
> > We will furnish one new two box set of ADB single channel papi's, style B (Freddie was mistaken when you talked the other day, existing papi's are current driven so they are style B), on your existing pads for $8100.00. I do not have a price yet for the flight check. The person that handles that for the FAA has been out. We estimate that it will be somewhere around $5000.00. As soon as we get a firm price from them I will let you know.
> >
> > Thank you,
> >
> > Marty Bennett
> > TCA Electrical Contractors, Inc
> > 2209 Leslie Locke Rd
> > Tifton, Ga 31793
> > 229-387-7097 (o)
> > 229-392-5587 (c)

Precision Approach, LLC

172 Sammons Parkway, Eatonton, GA 31024
Phone (706) 485-7201, Fax (706) 485-7266

◆◆◆PROPOSAL◆◆◆

October 2, 2013 **VIA EMAIL ONLY**

TO: Jeff Herrington
Statesboro-Bulloch County Airport
PH: (912) 764-9083

RE: Statesboro-Bulloch County Airport PAPI Replacement

Per your request via email on September 23rd, 2013, the team at Precision Approach, LLC has prepared a written proposal for the replacement of the Precision Approach Path Indicator (PAPI) lights at Statesboro-Bulloch County Airport. This quote is per the details provided via email on September 23, 2013.

I have broken down our proposal into two parts. One part is for the removal of the existing PAPIs and installation of new PAPIs. The second part is for flight check of the new PAPIs. We were not able to secure a firm price for the flight check; therefore, we will offer this part of the proposal as an allowance – we will only charge the airport our cost for flight check.

Part One – PAPI Replacement
Our proposal for one PAPI replacement is a lump sum total of **$13,623.00**. This price does not include the flight check – see Part Two for flight check price. The intention of this proposal is to remove the existing PAPI-2 system and replace each with a new FAA Type 881, two box, Style B system. It is understood that we may re-use the following: existing power and control cables from the electrical vault to the existing PAPI foundations, existing PAPI foundations, and existing base cans in foundations. We are proposing ADB FAA approved single channel PAPI units. These systems include an internal aiming device and require 3 lamps per light box.

Part Two – Flight Check
Our allowance for flight check is **$6,000.00**. I have seen the cost anywhere from $3,000 all the way to $10,000. We will send our invoice from the FAA for the flight check, and the airport will only pay the amount we are invoiced. Our experience with FAA PAPI flight checks has been that very little notice is given (we've been given less than an hour notice) when the flight check is to occur. Because of the time constraint issues with flight checks, we propose to train an employee or employees of the airport on how to adjust the PAPIs. Adjusting the PAPIs is a very simple task. The training would take less than two hours and we would be available via telephone if the trainee(s) had any questions during the flight check. This would ensure that there would be someone on site with the ability to make adjustments whenever the FAA schedules the flight check.

If this proposal is accepted, we will need to be paid in full for each portion completed within 14 days of the portion being completed. For instance, once we complete Part One of the proposal we will need to be paid the lump sum total in Part One of our proposal within 14 days.

Please call me if you have any questions.

Best Regards,

Matt Bragg
Project Manager/ Estimator