



**Bulloch County  
Board of Commissioners  
Regular Meeting**

**July 1, 2014  
Estimated Time: 1 Hour 30 Minutes  
North Main Annex Community Room  
Statesboro, Georgia  
5:30 PM**

Meeting Function:	<b>Board of Commissioners</b>	Type of Meeting:	<b>Regular Meeting</b>
Meeting Chair:	<b>Chairman, Garrett Nevil (Presiding)</b>	Recorder:	<b>Clerk of the Board, Christy Strickland</b>
Parliamentarian:	<b>County Attorney, Jeff Akins</b>	Ex-Officio:	<b>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; Jared Akins, Chief Deputy; Whitney Richland, Chief Accountant; Randy Newman, Zoning Administrator; Christopher Ivey, Fire Chief; and Doug Vickers, EMS Director</b>

**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	Vice Chairman Simmons	5:32 PM	
Roll Call	Clerk of the Board	5:33 PM	
Zoning Agenda	Zoning Administrator	5:35 PM	Tab A
Approval of General Agenda	Chairman Nevil	6:00 PM	
Presentation-Johnson Run Subdivision Roads	Jeremy Coulter	6:10 PM	Tab B
Public Comments	Audience	6:20 PM	
Consent Agenda		6:30 PM	
To Approve the minutes of the Regular Meeting & Executive Session held on June 17, 2014	Clerk of the Board		Tab C
To Approve the execution of a contract with the Georgia Department of Transportation	Administrative/Airport		Tab D
To Approve a Mutual Aid Agreement with Swainsboro Fire Department	Public Safety/Fire Department		Tab E
To Approve an agreement for a Physician Medical Director for Bulloch County EMS	Public Safety/EMS/Legal		Tab F
To Approve a Borrow Pit Agreement	Transportation/Legal		Tab G
Presentation-Update on FY2015 Budget	County Manager	6:33 PM	
Commission and Staff Comments	Chairman Nevil, et al.	6:50 PM	
Adjourn	Chairman	7:00 PM	

**Additional Information**

Background information in Board packets



# Bulloch County Departmental Review

<b>Agenda Item:</b>	1	<b>Meeting Date:</b>	July 1, 2014
<b>Application #:</b>	RZ2014-019	<b>Application Type:</b>	Rezoning
<b>Request:</b>	Ann W. Ruth submitted a request to rezone a 72.18 acre tract from R-40 (residential 40,000 square feet) to R-25 (residential 25,000 square feet). The property is located on Youngblood Road. Don Marsh will be acting as agent.		

<b>Applicant:</b>	Ann W. Ruth	<b>Acres in Request:</b>	72.18
<b>Location:</b>	Youngblood Road	<b>Existing Lots:</b>	1
<b>Map #:</b>	107 000033 001	<b>Requested Lots:</b>	63
<b>Development Name:</b>		<b>Current Zoning:</b>	R-40
<b>Future Land Use:</b>	Suburban-Neighborhood	<b>Requested Zoning:</b>	R-25
<b>Directions to Property:</b>	Take Hwy 80 East toward Brooklet and turn left onto Amanda Road. Turn right onto Youngblood Road at stop sign. Property will be on the left.		
<b>P &amp; Z Recommendation:</b>	To approve with modified conditions as shown below with a unanimous vote.		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	x		
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		x	
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		x	
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		x	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?		x	
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	x		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		x	
(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	x		



# Bulloch County Departmental Review

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## LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban-neighborhood.

**Existing Land Use Pattern:** There are primarily residential 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 zoning will injure or detract from existing neighborhoods.

**Property Values:** adjacent property values may be enhanced due to the change of zoning.

## WATER / SEWER IMPACT

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

## SOLID WASTE IMPACT

None expected.

## ENVIRONMENTAL IMPACT

No impact is expected.

## FIRE SERVICE

Fire service is available within 4.5 miles (response time 7 minutes) from the Statesboro Fire Department. No additional resources are required.

## TRAFFIC IMPACT

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

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

The proposed change 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



# Bulloch County Departmental Review

Response time from Bulloch County Sheriff's Department is approximately 7 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

## FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed development.

## The staff recommends approval of the rezone request with the following conditions:

1. To enhance access management, all approved residential lots and structures shall access internally to new roads built within the subdivision. No driveway access shall be permitted on Youngblood Road.
2. If the proposed internal roadway system is proffered by the applicant as being privately owned and maintained by a common interest element, any proposed future public dedication requires that the roads meet county standards at that time. No public funds shall be invested to correct any construction or condition deficiencies to meet such standards, unless a county special assessment tax improvement district is approved by affected property owners.
3. A cul-de-sac shall be installed at the end of each paved street proposed by the applicant to allow turning of service and emergency vehicles.
4. Only a county street light district is permitted, if street lights are installed.
5. All well structures shall have a visual landscape or wall/fence buffer equal to the height of the roof line.
6. The subdivision shall have two entrances along Youngblood Road, ~~one of which must align with Nicole Avenue.~~
7. ~~A stub-out road shall be installed along the western side of the parcel for future connection to the adjoining property.~~
8. Subdivision entrance signs or structures, if constructed, shall have monument-based signs made of brick, stone or decorative masonry with landscaping, consistent with the architectural details and character of the development.
9. Subdivision entrance signs and medians, if constructed, shall not be placed in the right-of-way along collector roads external to the subdivision, and shall be so built as to not interfere with sight-triangles at the intersection.
10. Subdivision entrance islands and medians, if constructed, shall be grassed, or have non-invasive landscaping. No building, sign, structure or object, tree or other landscape feature shall be installed, built, or allowed to grow which will impede visibility at street corners, driveways and/or intersections, pursuant to AASHTO standards for sight triangles.
11. All principal dwelling units shall have compatible, yet diverse architectural details and should create a defined character and sense of place.
12. All structures must be site-built traditional construction according to state minimum building codes. No manufactured or industrialized structures shall be permitted.
13. For principal and accessory structures, exterior finish on all facades, except for trim and minor treatments, shall primarily consist of brick, stone, or decorative masonry finish, high-grade stucco (simulated or artificial stucco is prohibited), natural wood or cement-based artificial wood siding. Metal roofing will be prohibited.



# Bulloch County Departmental Review

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14. Motif street signage is permitted provided that all lettering, directional and safety attributes on the signs meet MUTCD requirements. The motif shall be consistent with architectural details and character of the development.
15. If clustered mailboxes are required by the United States Postal Service, they shall conform to such requirements, including the following:
  - a. Locations where such mailboxes are required shall be installed on a separate parcel that is off the right-of-way of neighborhood roads or streets, and the locations shall be owned, maintained by the applicant/developer or a common interest element.
  - b. Locations shall provide adequate paved parking or queuing, and the access into the cluster box venue location shall be no closer than one-hundred feet (100') from any street intersection so as not to interfere with sight distances or circulation.
  - c. The location of such areas shall be submitted with the Final Development Plan for each phase.
16. Thirty (30) days prior to submitting an application to the County for a Final Development Plan for each phase or pod of development, the applicant/developer shall perform and submit the results of a hydrologic analysis consistent with a Stormwater Management Plan for the entire development, based on projected build-out demonstrating conformance to the standards and best management practices of the Georgia Stormwater Management Manual - Coastal Stormwater Supplement required (sections 4-8).
17. All stormwater infrastructure and easements within the development, except where located in publicly dedicated street and road drainage systems, shall be owned and maintained privately by the applicant/developer, private property owners or a common interest element.
18. Before a Certificate of Occupancy is issued for any principal structure(s), each affected parcel shall have a permanent stand of grass, sprigs or sod established for the front and side yards to the rear drip line of the principal structure(s) exclusive of designated landscape beddings to abate soil erosion, with the current phase of development being in compliance with County Erosion Control and Sedimentation standards.
19. Except where wetland or existing natural buffers are designated, a continuous landscaped street buffer is required to be installed by the applicant/developer, along Youngblood Road contiguous to the right of way for the length of the development that is with a twenty-five foot (25') wide buffer and shall consist of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper) combined with a dense, compact evergreen planting screen capable of growing to a height of at least eight (8') feet within three (3) years. The evergreen planting screen, may be substituted with grassed or sodded berms, or decorative fencing. If existing natural buffers are either cleared or removed in any manner, the applicant/developer must submit an amended plan to meet the aforesaid requirements.

## Staff Reminder

- 1) Base flood elevation must be determined.
- 2) Wetland delineation must be approved by the Army Corp of Engineers.

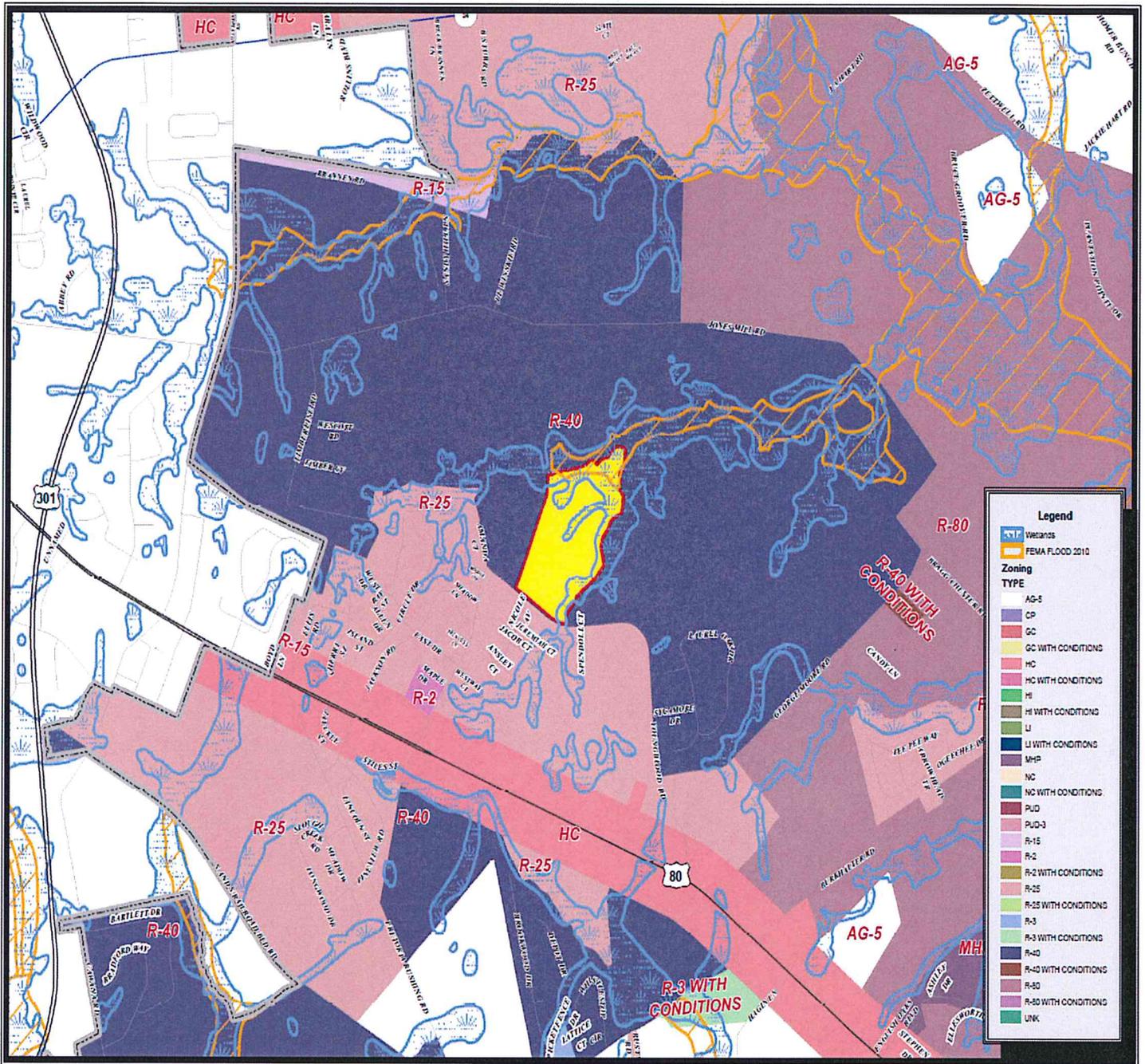
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## Participants

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

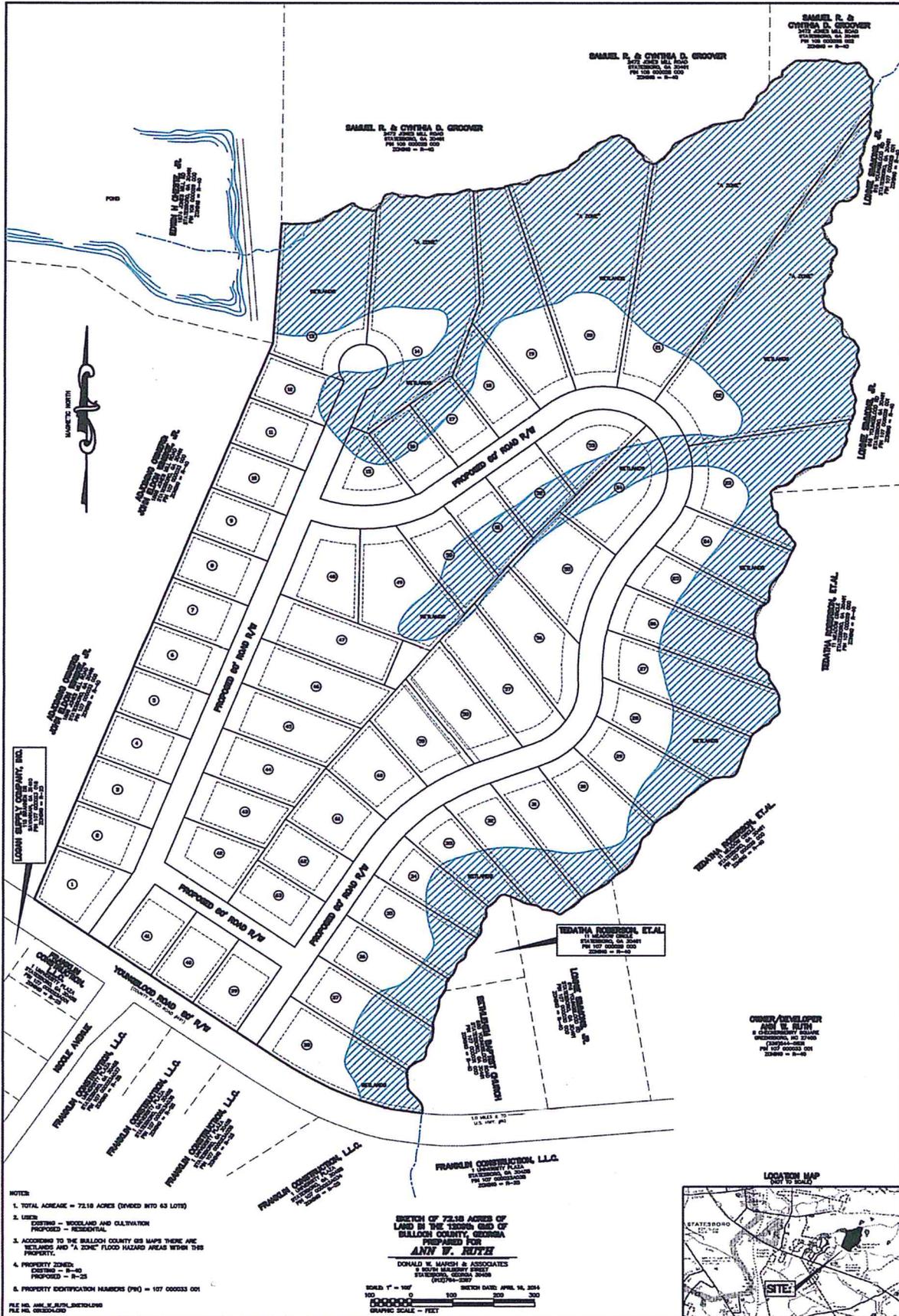


# Bulloch County Departmental Review





# Bulloch County Departmental Review





# Bulloch County Departmental Review

<b>Agenda Item:</b>	2	<b>Meeting Date:</b>	July 1, 2014
<b>Application #:</b>	RZ2014-020	<b>Application Type:</b>	Rezoning
<b>Request:</b>	Dwayne Jackson submitted a request to rezone a 35.27 acre tract from R-40 (residential 40,000 square feet) to AG-5 (agricultural 5 acres). The property is located on Old Register Way and Olliff Road.		
<b>P &amp; Z Recommendation:</b>	To approve with unanimous vote.		

<b>Applicant:</b>	Dwayne Jackson	<b>Acres in Request:</b>	35.27
<b>Location:</b>	Old Register Way & Olliff Road	<b>Existing Lots:</b>	1
<b>Map #:</b>	062 000017 002	<b>Requested Lots:</b>	1
		<b>Current Zoning:</b>	R-40
<b>Future Land Use:</b>	Suburban-Neighborhood	<b>Requested Zoning:</b>	AG-5
<b>Directions to Property:</b>	Take Hwy 301 South and turn left onto the by-pass. Turn right onto Old Register Road and then turn right onto Old Register Way. Property will be on the right at the intersection of Old Register Way and Olliff Road.		

Rezoning Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	x		
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		x	
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		x	
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		x	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?		x	
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	x		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		x	
(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	x		

## LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban-neighborhood.



# Bulloch County Departmental Review

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**Existing Land Use Pattern:** There are primarily residential 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. The parcel across Old Register Way, which was part of the original tract, was rezoned from R-40 to AG-5 in August, 2012.

**Neighborhood Character:** There is no evidence that the proposed change in zoning will injure or detract from existing neighborhoods.

**Property Values:** adjacent property values should not be affected due to the change of zoning.

## 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 3.7 miles (response time 12 minutes) from the Register Fire Department. No additional resources are required.

## TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Old Register Way is a county maintained paved road. Olliff Road is a county maintained dirt road.

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

The proposed change 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 11 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

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## FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed rezone.

**The staff recommends approval of the rezone request.**

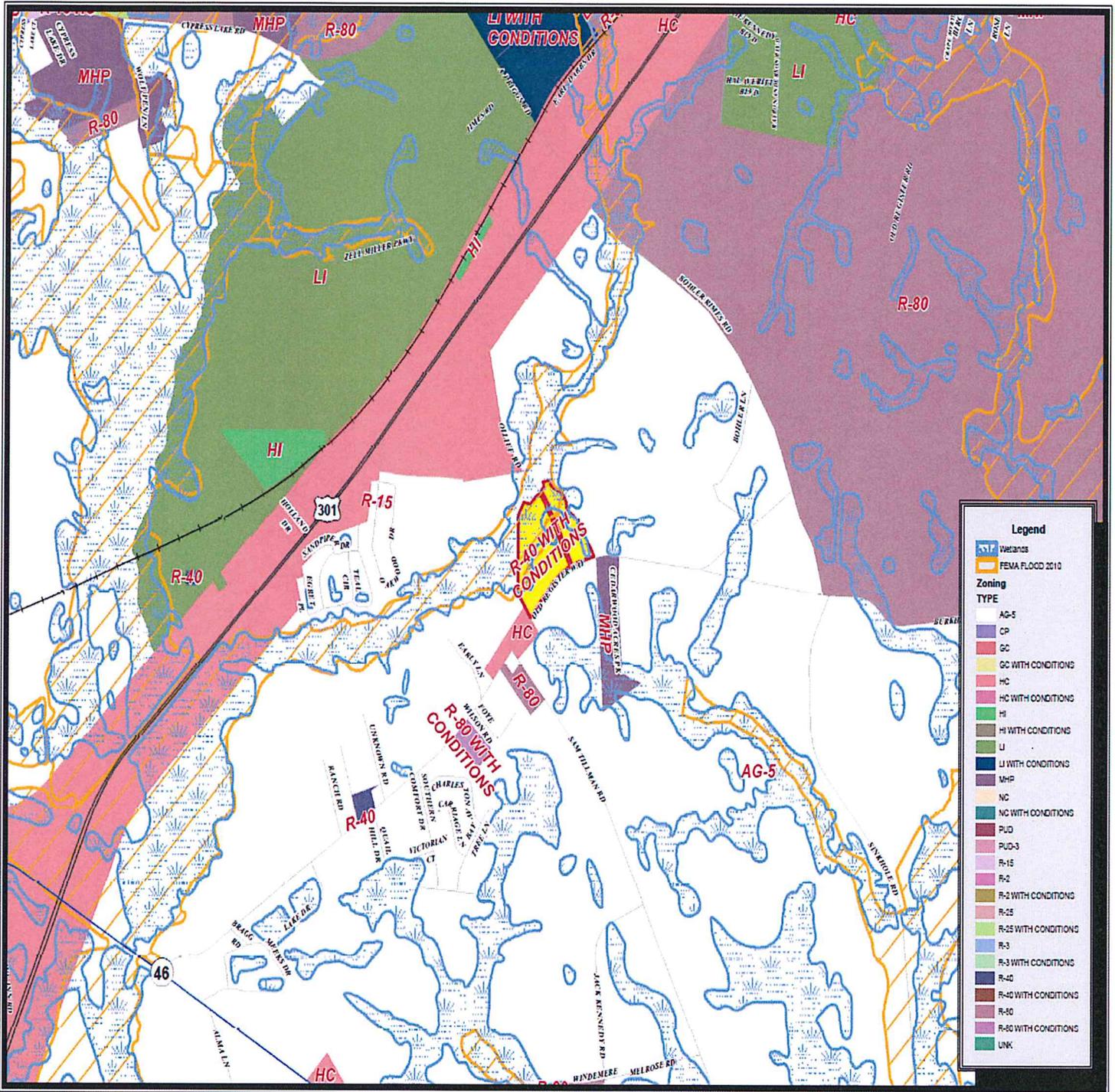
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### Participants

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



# Bulloch County Departmental Review





# Bulloch County Departmental Review

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<b>Agenda Item:</b>	3	<b>Meeting Date:</b>	July 1, 2014
<b>Application #:</b>	RZ2014-021	<b>Application Type:</b>	Rezoning
<b>Request:</b>	L & C Rentals, LLC submitted a request to rezone a 5 acre tract from R-80 (residential 80,000 square feet) to R-3 (residential multi-family). The property is located on Hwy 80 East. Lindsay Martin is acting as agent.		

<b>Applicant:</b>	L & C Rentals, LLC	<b>Acres in Request:</b>	5
<b>Location:</b>	Highway 80 East	<b>Existing Lots:</b>	1
<b>Map #:</b>	122 000046 000	<b>Requested Lots:</b>	1
<b>Development Name:</b>		<b>Current Zoning:</b>	R-80
<b>Future Land Use:</b>	Suburban-Neighborhood	<b>Requested Zoning:</b>	R-3
<b>Directions to Property:</b>	Take Hwy 80 toward Brooklet. Current apartments will be on the left just after Burkhalter Road intersection.		
<b>P &amp; Z Recommendation:</b>	To approve with conditions below with a unanimous vote.		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	x		
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		x	There are 4 existing quadplexes on the property.
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		x	
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		x	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?		x	
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	x		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		x	
(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	x		



# Bulloch County Departmental Review

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## LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for suburban-neighborhood.

**Existing Land Use Pattern:** There are primarily residential 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 zoning will injure or detract from existing neighborhoods.

**Property Values:** adjacent property values should not be affected due to the change of zoning.

## WATER / SEWER IMPACT

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

## SOLID WASTE IMPACT

None expected.

## ENVIRONMENTAL IMPACT

No impact is expected.

## FIRE SERVICE

Fire service is available within 4.8 miles (response time 6 minutes) from the Statesboro Fire Department. No additional resources are required.

## TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Hwy 80 is a state maintained paved road.

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

The proposed change 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 8 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

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## FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed development.

## The staff recommends approval of the rezone request with the following conditions:

1. All well structures shall have a visual landscape or wall/fence buffer equal to the height of the roof line.
2. All dwelling units must consist of traditional site built housing meeting state construction codes.
3. If the proposed internal roadway system is proffered by the applicant as being privately owned and maintained by a common interest element, any proposed future public dedication requires that the roads meet county standards at that time. No public funds shall be invested to correct any construction or condition deficiencies to meet such standards, unless a county special assessment tax improvement district is approved by affected property owners.
4. The proposed road shall be a minimum of 60'.
5. A cul-de-sac shall be installed at the end of each paved street proposed by the applicant to allow turning of service and emergency vehicles.

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### Participants

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





## Memorandum

To: Jeff Akins

From: Kirk Tatum

Subject: Subdivision Road Inspections

Date: November 7, 2008

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Transportation Director Eddie Smith and I have inspected the roads in Johnson Run Phase I. The following items should be addressed prior to acceptance by the county.

### Phase I

- This phase is comprised of 122 lots. There are only currently 56 houses constructed which does not meet the 50% build out criteria.
- The vegetation should be cut around the first cross drain as you enter the subdivision
- The ditch on Pretoria rushing road should be dressed up
- There is a lot of sand on the roads that should be removed
- Most of the cul-de-sacs have grassed medians that we prefer to be maintained by a homeowners association. We cannot be responsible for keeping these manicured
- Need road construction test reports if not already submitted

Please feel free to call me if you have any questions about this matter.

# WHITAKER LABORATORY, INC.

P.O. Box 7078  
2500 Tremont Rd.  
Savannah, Georgia 31418

Phone (912) 234-0696

Fax (912) 233-5061

REPORT NO. 12/10/04-91

Test Date: 12/07/04  
(Subgrade, 0-6")

CLIENT: Ellis Wood Contracting Co.

PROJECT: Johnsons Run, Statesboro, Ga.

TEST METHODS: ASTM-D-1556, ASTM-D-2922, ASTM-D-698,  
ASTM-D-1557, ASTM-D-4959 or ASTM-D-2216

## FIELD DENSITY REPORT

NO.	% MOISTURE	DRY PCF	% COMPACTION	% COMP. REQ.	(ASTM-D-698)
					PROCTOR
1	11.1	122.3	100.0	100	122.3
2	10.2	123.0	100.6	100	122.3
3	10.1	123.7	101.1	100	122.3
4	10.6	122.8	100.4	100	122.3
5	11.0	122.6	100.2	100	122.3
6	10.6	123.5	101.0	100	122.3
7	11.1	122.9	100.5	100	122.3
8	10.8	123.4	100.9	100	122.3
9	10.7	123.0	100.6	100	122.3

## LOCATIONS & ELEVATIONS

1	Station 12+00 inbound lane, Pippin Place
2	Station 11+00 inbound lane, Johnson Drive
3	Station 16+00 outbound lane, Johnson Drive
4	Station 21+00 inbound lane, Johnson Drive
5	Station 26+00 outbound lane, Johnson Drive
6	Station 31+00 inbound lane, Johnson Drive
7	Station 11+00 outbound lane, Denton Place
8	Station 16+00 inbound lane, Denton Place
9	Station 21+00 outbound lane, Denton Place

Orange-red, fine, sand clay  
122.3 PCF @ 11.3% moisture.

Tests taken by: Ralph Perez

WHITAKER LABORATORY, INC.

J. M. Whitaker

1 cc: Ellis Wood Contracting Co.  
1 cc: File

Note: Compaction tests and penetrometer tests reflect only the condition of the materials at the depth and location tested. Compaction and penetrometer tests alone, are not a substitute for an engineered geotechnical investigation and report. A geotechnical report provides information on underlying soil layers so that bearing quality and pertinent design information can be provided.

# WHITAKER LABORATORY, INC.

P.O. Box 7078  
2500 Tremont Rd.  
Savannah, Georgia 31418

Phone (912) 234-0696

Fax (912) 233-5061

REPORT NO. 12/27/04-3

Test made DATE: 12/22/04  
(Subgrade, 0-6")

CLIENT: Ellis Wood Contracting Co.

PROJECT: Johnsons Run, Statesboro, GA

TEST METHODS: ASTM-D-1556, ASTM-D-2922, ASTM-D-698,  
ASTM-D-1557, ASTM-D-4959 or ASTM-D-2216

## FIELD DENSITY REPORT

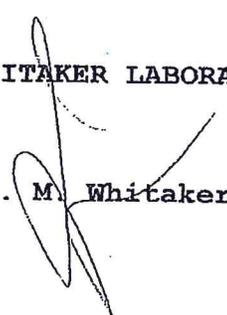
NO.	% MOISTURE	DRY PCF	% COMPACTION	% COMP. REQ.	PROCTOR
1	11.0	122.7	100.4	100	122.3
2	10.3	123.0	100.5	100	122.3
3	11.0	122.5	100.1	100	122.3
4	10.4	123.3	100.8	100	122.3
5	10.6	123.5	100.9	100	122.3
6	11.0	122.3	100.0	100	122.3

## LOCATIONS & ELEVATIONS

1 Station 0+50, inbound lane, McCall Lane  
2 Station 2+50, outbound lane, Marissa Court  
3 Station 7+00, inbound lane, Emily Lane  
4 Station 11+00, outbound lane, McCall Lane  
5 Station 13+00, inbound lane, McCall Lane  
6 Station 16+00, outbound lane, McCall Lane

Test taken by Cully Dudley

WHITAKER LABORATORY, INC.

  
J. M. Whitaker

1 cc: Ellis Wood  
1 cc: File

Note: Compaction tests and penetrometer tests reflect only the condition of the materials at the depth and location tested. Compaction and penetrometer tests alone, are not a substitute for an engineered geotechnical investigation and report. A geotechnical report provides information on underlying soil layers so that bearing quality and pertinent design information can be provided.

# WHITAKER LABORATORY, INC.

P.O. Box 7078  
2500 Tremont Rd.  
Savannah, Georgia 31418

Phone (912) 234-0696

Fax (912) 233-5061

REPORT NO. 1/24/05-13

Test made DATE: 1/19/05  
(graded Aggregate Base)

CLIENT: Ellis Wood Contracting

PROJECT: Johnson Run, Statesboro, GA

TEST METHODS: ASTM-D-1556, ASTM-D-2922, ASTM-D-698,  
ASTM-D-1557, ASTM-D-4959 or ASTM-D-2216

## FIELD DENSITY REPORT

NO.	% MOISTURE	DRY PCF	% COMPACTION	% COMP. REQ.	ASTM-D-698	
					PROCTOR	THK., IN.
1	4.5	138.7	101.1	100	137.2	6.00
2	3.9	138.1	100.7	100	137.2	6.25
3	4.1	138.3	100.8	100	137.2	6.25
4	4.2	137.9	100.5	100	137.2	6.00
5	4.4	138.6	101.0	100	137.2	6.25
6	4.1	137.9	100.5	100	137.2	6.25
7	4.2	138.4	100.9	100	137.2	6.00
8	4.6	138.1	100.7	100	137.2	6.00
9	4.4	137.8	100.4	100	137.2	6.25
10	4.3	138.5	100.9	100	137.2	6.00
11	4.1	137.9	100.5	100	137.2	6.25
12	4.2	138.4	100.9	100	137.2	6.00
13	4.6	138.1	100.7	100	137.2	6.25
14	4.0	137.8	100.4	100	137.2	6.00
15	4.3	138.5	100.9	100	137.2	6.00
16	4.0	138.0	100.6	100	137.2	6.25
17	3.6	137.8	100.4	100	137.2	6.00
18	4.5	138.7	101.1	100	137.2	6.00
19	4.2	138.1	100.7	100	137.2	6.25
20	3.8	137.7	100.4	100	137.2	6.00

# WHITAKER LABORATORY, INC.

P.O. Box 7078  
2500 Tremont Rd.  
Savannah, Georgia 31418

Phone (912) 234-0696

Fax (912) 233-5061

## LOCATIONS & ELEVATIONS

- 1 Station 0+50 inbound lane, Johnson Drive
- 2 Station 4+00 outbound lane, Johnson Drive
- 3 Station 8+00 inbound lane, Johnson Drive
- 4 Station 12+00 outbound lane, Johnson Drive
- 5 Station 16+00 inbound lane, Johnson Drive
- 6 Station 0+50 inbound lane, CT Place
- 7 Center of cul-de-sac, CT Place
- 8 Station 0+50 inbound lane, McCall Road
- 9 Station 4+00 outbound lane, McCall Road
- 10 Station 8+00 inbound lane, McCall Road
- 11 Station 2+50 inbound lane, Carly Club Court
- 12 Station 0+50 inbound lane, Collins Terrace
- 13 Station 4+00 outbound lane, Collins Terrace
- 14 Station 8+00 inbound lane, Collins Terrace
- 15 Station 2+00 inbound lane, Denton Loop
- 16 Station 0+50 inbound lane, Pippin Place
- 17 Station 4+00 outbound lane, Pippin Place
- 18 Station 1+00 inbound lane, McCall Blvd.
- 19 Station 4+00 outbound lane, McCall Blvd.
- 20 Station 2+00 inbound lane, Cattle Court

(Graded aggregate base 137.2 PCF @ 5.9% moisture)

Tests taken by Kevin Fort

WHITAKER LABORATORY, INC.

by:

J. M. Whitaker

1 cc: Ellis Wood Contracting  
1 cc: File

Note: Compaction tests and penetrometer tests reflect only the condition of the materials at the depth and location tested. Compaction and penetrometer tests alone, are not a substitute for an engineered geotechnical investigation and report. A geotechnical report provides information on underlying soil layers so that bearing quality and pertinent design information can be provided

June 17, 2014  
Statesboro, GA

### Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order and 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 Mosley, Chairman Nevil, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Transportation Director Dink Butler, County Engineer Kirk Tatum, Chief Deputy Jared Akins, Public Safety Director Ted Wynn, Chief Accountant Whitney Richland, County Engineer Kirk Tatum, Zoning Administrator Randy Newman, EMS Director Doug Vickers, Shop Superintendent Jess Durrence, Warden Chris Hill and Purchasing Director Faye Bragg.

Chairman Nevil asked for amendments or modifications of the General Agenda. County Manager Tom Couch asked to modify the agenda by adding an Executive Session for personnel matters. Hearing no further modifications, Commissioner Mosley offered a motion to approve the General Agenda adding the Executive Session as requested by the County Manager. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was a presentation from Jeremy Coulter concerning the roads in Johnson Run Subdivision. Commissioner Thompson asked to defer the request until the July 1, 2014 meeting because Mr. Coulter was unable to attend the meeting due to a conflict.

Chairman Nevil asked for any public comments from the audience at large or in writing. Hearing none, Chairman Nevil moved on to the next item on the agenda.

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 June 3, 2014; (2) To approve a Resolution authorizing property schedule No. 3 to Master Tax-Exempt Lease-Purchase Agreement with U.S. Bancorp (See Exhibit # 2014-103); (3) To approve a bid for paving the parking areas at the Brooklet Maintenance Facility with Ellis Wood Contracting, Inc. in the amount of \$ 11,132.00 (See Exhibit # 2014-104) ; (4) To approve a bid for filters to be used on County-owned equipment by Fleet Maintenance to Statesboro Auto Parts

(NAPA) in the amount of \$1,428.14 (See Exhibit # 2014-105); (5) To approve a bid for batteries to be used on County-owned equipment by Fleet Maintenance to Statesboro Auto Parts (NAPA) in the amount of \$1,234.80 (See Exhibit # 2014-106); (6) To approve a Resolution authorizing sale of ambulance stretchers (See Exhibit # 2014-107); (7) To approve Ms. Donna Martin and Ms. Tisha Okungbowa to the Statesboro Regional Library Board. Hearing no discussion, Commissioner Rushing offered a motion to approve the Consent Agenda as presented. Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action to approve a renewal of Inmate Excess Loss Medical Insurance. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated this is a renewal quote for the inmate excess loss medical insurance that covers inmates at the Bulloch County Jail and Correctional Institute. He stated option # 1 is the coverage the county currently has, which includes a \$65,000.00 specific deductible per inmate and a \$500,000 limit of coverage per inmate. Mr. Couch stated the medical insurance reimburses the County for a specific claim when it exceeds \$65,000.00 and reimburses a maximum of \$500,000.00 for a specific claim. He stated the difference between Option # 1 and Option # 2 is in the amount of the specific deductible and the corresponding reduction in premium for the higher specific deductible. He stated that the premium has not increased from last year. Hearing no further discussion, Commissioner Mosley offered a motion to approve Option # 1 of the renewal quote for Inmate Excess Loss Medical Insurance (See Exhibit # 2014-108). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion/Action to approve a bid for the overlaying of Birdie Court. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated Birdie Court was resurfaced a couple of years ago when the roads in Grove Lakes and Hazelwood Subdivision were resurfaced using slurry seal. He stated due to numerous citizen complaints the County went back and overlaid the roads in Hazelwood with plant mix asphalt. Mr. Couch stated the residents of Birdie Court have requested that the County overlay their roads with the plant mix asphalt. Commissioner Gibson asked if there were any other roads that may need to be overlaid with the plant mix asphalt. Mr. Couch stated he is not aware of any. Hearing no further discussion, Commissioner Thompson offered a motion to approve the bid for overlaying of Birdie Court with Ellis Wood Contracting,

Inc. in the amount of \$8,775.00 (See Exhibit # 2014-109). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion/Action to approve a bid for paving the County-owned portion of Pippin Place in Johnson Run Subdivision, which includes grading the existing road bed, installing curb and gutter, placing rock base and paving. He called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the unpaved portion of Pippin Place was inadvertently accepted by the county when the roads in Phase I of Johnson Run were accepted for county maintenance. He stated the quote is for paving that section of road at the same time as the developer-owned roads in Phase II are paved. Hearing no further discussion, Commissioner Gibson offered a motion to approve the bid for paving the County-owned portion of Pippin Place in Johnson Run Subdivision with Ellis Wood Contracting in the amount of \$19,695.00 (See Exhibit # 2014-110). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the fourth item under New Business was for Discussion/Action on an application for a FY2014 C.O.P.S. Grant for the Sheriff's Department. He called on Chief Deputy Jared Akins to initiate discussion on the matter. Chief Deputy Akins stated the grant could assist them with hiring additional deputies and went over the memo (See Exhibit #2014-111) submitted by Sheriff Lynn Anderson. County Manager Tom Couch stated they would need to review the budget and see where the extra monies would come from but stated the staff recommends the Sheriff's Department applying for the grant. Hearing no further discussion, Commissioner Mosley offered a motion to approve the Sheriff's Department's application for the FY2014 C.O.P.S. Grant. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil asked for any general comments or statements from the Commissioners. Commissioners Mosley, Rushing, and Gibson thanked everyone for their hard work and dedication. Commissioner Thompson asked whether the County's personnel handbook contained a policy that employees having an affair with each other would be subject to immediate termination. County Attorney Jeff Akins stated that this was in essence a non-fraternization policy, and that the County did not have a specific non-fraternization policy. Mr. Akins further stated that two employees having an affair with each other might be subject to disciplinary action

depending on the circumstances, such as whether it caused significant disruption in the workplace.

Chairman Nevil asked if there were any comments from the staff. County Manager Tom Couch stated he should have the FY2015 budget ready for presentation at the July 1, 2014 meeting. Chairman Nevil asked if there were any other comments from the Commissioners or staff. Hearing none, he stated there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session. He stated that at the conclusion of the Executive Session, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3(b)(2) and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in O.C.G.A § 50-14-3(b)(2) (See Exhibit #2014-112). Commissioner Mosley offered a motion to enter into Executive Session for the above-stated reasons. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, and Commissioner Mosley, voting in favor of the motion

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Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, he asked for a motion to adjourn. Commissioner Gibson offered a motion to adjourn the meeting. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley in favor of the motion.

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J. Garrett Nevil, Chairman

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Attest: Christy Strickland, Clerk of the Board



## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:  Administrative Services/Transportation	MEETING DATE: 07.01.14				
	RESOLUTION ATTACHED?				
	<table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES					
NO	X				

REQUESTED MOTION OR ITEM TITLE:

To approve the execution of a contract with the Georgia Department of Transportation.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This contract, if approved (renewed), would reimburse the county for providing the services of a county correctional officer and inmates for a litter and debris detail to be used on state highways within Bulloch County.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO			NO	X
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED:  With certain conditions, the amount of the reimbursement would be \$39,500 per annum, and accrue to the General Fund.		
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	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	JD	INITIAL	Jpa	INITIAL	Mr
DATE		DATE		DATE		DATE	6/26/14	DATE	6/26/14	DATE	6/25/14

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

**GEORGIA DEPARTMENT OF TRANSPORTATION  
LEGAL SERVICES OFFICE**

**AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the "Department"), and Bulloch County, a county in the State of Georgia (hereinafter referred to as the "County").

**WITNESSETH:**

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

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

1. Scope of Services. The County agrees to provide the Department with **one (1)** work detail. The work detail is to have a minimum of **eight (8)** and a maximum of **ten (10)** inmates as well as one full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the County from time to time in the manner provided herein (the "Work"). The County shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The County shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The Department agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. The vehicle shall be equipped with a mobile phone for the exclusive use of correctional officers, capable of communicating with law enforcement agencies and emergency medical personnel. It shall be the responsibility of the Department to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided for use by the inmate work detail. The Department further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

4. Compensation. The Department agrees to pay the County the sum of **\$39,500** (thirty-nine thousand, five hundred dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, *provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason (such as officer's leave/vacation) except vehicle failure (where such failure is the fault of the Department) or inclement weather. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather, the Department shall not be required to pay for these additional days and the County shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows: One Hundred Seventy-Three and 24/100 Dollars (\$173.24) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather.* The County will provide the Agency with an explanation of any days in which the inmate work detail is not available on the County's monthly invoice, which invoice is due and payable 30 days from receipt by the Department, *and any reductions in the compensation to be paid by the Department shall be credited to the Department by the County at the end of the fiscal year.*

5. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until **June 30, 2015**. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days notice to the other party in writing.

6. Notices. Any notice under this Agreement 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 Department:                   Commissioner  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree St  
Atlanta, GA 30308

If to the County:                        County Manager  
Bulloch County Board of Commissioners  
P.O. Box 347  
Statesboro, GA 30459

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

8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

10. 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.

BULLOCH COUNTY

THE GEORGIA DEPARTMENT OF  
TRANSPORTATION:

By: \_\_\_\_\_  
Chairman of Bulloch County  
Commissioners

By: \_\_\_\_\_  
Keith Golden, P.E., Commissioner

Witness: \_\_\_\_\_  
(Notary Public)

Attest: \_\_\_\_\_  
Angela Whitworth, Treasurer

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

<b>DEPARTMENT MAKING REQUEST:</b>		<b>MEETING DATE: 6/17/2014</b>					
Fire		<b>RESOLUTION ATTACHED?</b>	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES							
NO							

**REQUESTED MOTION OR ITEM TITLE:** Mutual Aid Agreement with Swainsboro Fire Dept.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:** Bulloch County Fire Dept. and The City of Swainsboro Fire Dept., have a fire mutual aid agreement. The contract has to updated every twelve months.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT											
PRESENTATION		BUDGETED ITEM?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO		AMENDMENT REQUIRED?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES													
NO													
YES													
NO													
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	CB	INITIAL	J/g	INITIAL	[Signature]
DATE		DATE		DATE		DATE	6.25.14	DATE	6/26/14	DATE	6.25.14

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



CITY OF  
**Swainsboro** GEORGIA

*Crossroads of the Great South*



P.O. Box 600  
Swainsboro, GA 30401  
City Hall: (478) 237-7025  
Fax: (478) 237-3358

Charles Schwabe, *Mayor*  
[www.cityofswainsboro.org](http://www.cityofswainsboro.org)

**February 24, 2014**

**Bulloch County  
Thomas Couch, County Manager  
P. O. Box 347  
Statesboro, Ga 30458**

**Dear Mr. Couch;**

**The City of Swainsboro is updating our files on our Mutual Aid Agreements.  
Enclosed is a current contract that will bring our paperwork up to date.  
This is not a new request; this is just an update on the current agreement.  
Please obtain the appropriate signatures and return to our office.**

**If you have any questions, please don't hesitate to call me at city hall (478)237-7025.  
Thank you for your time and attention in this matter.**

**Sincerely,**

**Al L. Lawson  
City Administrator  
City of Swainsboro**

**ALL/cg**

**Enclosure**

# CONTRACT

## MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS OF BULLOCH COUNTY, GA. & THE CITY OF SWAINSBORO, GA.

This Agreement made and entered into this the first day of \_\_\_\_\_, 2014 to extend an agreement by and between the County Commissioners of the **County of Bulloch County, Georgia** and Mayor and Council of the **City of Swainsboro Georgia** WITNESSETH:

It is the purpose of this agreement to secure to each of the parties hereto and to pledge mutual aid in the protection of life and property from fire, and in fire fighting;

It is agreed that:

1. Upon a request of a representative of **Bulloch County, Georgia**, by a representative of the **City of Swainsboro, Georgia**, fire fighting equipment and personnel of **Bulloch County** Fire Department will be dispatched to any point within the area for which the **City of Swainsboro** normally provides fire protection, as designated by the representative of the Fire Department of the **City of Swainsboro**.
2. Upon request to a representative of the **City of Swainsboro** by representative of **Bulloch County**, fire fighting equipment and personnel of the **City of Swainsboro** Fire Department will be dispatched to any point within the area for which the Fire Department of **Bulloch County** normally provides fire protection, as designated by the representative of **Bulloch County**.
3. Any dispatch of equipment and personnel pursuant to the agreement is subject to the following conditions :
  - (a) Any request for aid hereunder by either party shall include a statement of the amount and type of equipment and of personnel needed and shall specify the location to which the personnel and equipment are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization at the time of request..
  - (b) The responding organization shall report to the fire officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official until officially released.
  - (c) The responding organization shall be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.
4. Each party to this agreement waives and renounces all claims against the other party for compensation for any loss, damage of personal injury or death occurring as a consequence

of the performance of any of the conditions of this agreement.

5. Neither party shall be reimbursed by the other party for any cost incurred pursuant to this agreement.

6. All equipment used by the responding organization in carrying out the terms of this agreement will at the time of action hereunder, be owned by it, and personnel acting for the responding organization will at the time of such action be an employee or volunteer member of the fire department of the responding organization and familiar with the use and operation the responding equipment.

7. The term of this agreement shall be until such time as (a) it is superseded by a subsequent agreement or (b) either party shall notify the other party by registered U.S. Mail of intent to cancel the agreement. Such cancellation notice shall be received at least thirty (30) days prior to effective date of cancellation.

IN WITNESS WHEREOF, **Bulloch County, Georgia** and the **City of Swainsboro, Georgia** have caused these presents to be executed by its duly designated officers.

Signed, sealed and delivered  
In the presence of :

County Commissioners of  
**Bulloch County**

By : \_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
**Chairman Bulloch County**

Date : \_\_\_\_\_

Attest: \_\_\_\_\_  
**Adm. Bulloch County**

SEAL

Signed, sealed and delivered  
In the presence of :

Mayor and City Council of  
**The City of Swainsboro**

By : \_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
**Mayor City of Swainsboro**

Date : \_\_\_\_\_

Attest: \_\_\_\_\_  
**Adm. City of Swainsboro**

SEAL

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

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) July 1, 2014							
Public Safety/EMS/Legal				RESOLUTION ATTACHED? (Box 3)		YES					
						NO	X				
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Agreement for Physician Medical Director for Bulloch County EMS											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
Dr. Douglas Sommers has served as medical director for Bulloch County EMS (BCEMS) for several years without compensation. This position is now requiring more of a commitment on his part; therefore, subject to the Board's approval, the County has negotiated an arrangement to compensate Dr. Sommers in the amount of \$250.00 per month for his services as medical director for BCEMS. Approval of the attached agreement with memorialize and authorize this arrangement. Approval is recommended.											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)			BUDGETED ITEM? (7a)		YES		AMENDMENT REQUIRED? (7b)				
					NO		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	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CBS		INITIAL Jsh		INITIAL ca	
DATE		DATE		DATE		DATE 6.27.14		DATE 6/26/14		DATE 4.25.14	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

**AGREEMENT FOR PHYSICIAN MEDICAL DIRECTOR  
FOR BULLOCH COUNTY  
EMERGENCY MEDICAL SERVICES PROGRAM**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2014, by and between Bulloch County, a political subdivision of the State of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners and, for purposes of this Agreement, d/b/a Bulloch County EMS (hereinafter referred to as "BCEMS"), as party or parties of the first part, and Dr. Douglas Sommers, M.D., as party or parties of the second part.

Whereas BCEMS proposes to engage Dr. Douglas Sommers to provide oversight and counsel in delivery of the emergency medical services (EMS) provided by BCEMS personnel in basic life support and advanced life support situations, and the parties desire to enter this Agreement which sets forth the responsibilities of BCEMS and Dr. Douglas Sommers in this service and the position of Medical Director;

Now, therefore, in consideration of the terms and conditions set forth herein, the parties agree as follows:

**Section 1.** BCEMS agrees to appoint Dr. Douglas Sommers Medical Director of the BCEMS program effective July 1<sup>st</sup>, 2014.

**Section 2.** The initial term of this Agreement shall be for one (1) year, commencing on July 1<sup>st</sup>, 2014 and ending on June 30<sup>th</sup>, 2015. Thereafter, this Agreement shall automatically renew for subsequent one-year terms unless either party gives the other party at least thirty (30) days' written notice of an intent not to renew.

**Section 3.** BCEMS agrees to pay Dr. Douglas Sommers for services provided as Medical Director, and as an independent contractor with BCEMS, the sum of \$250.00 per month payable on or before the last day of each month during the initial term of this Agreement and any renewals thereof.

**Section 4.** Dr. Douglas Sommers, as Medical Director for BCEMS, agrees to provide services to BCEMS as follows:

- A. Review existing EMS protocols annually and recommend new protocols that are appropriate to BCEMS in accord with state law. Protocols are expected to meet current standards for service delivery and patient care, as well as any standards that might be implemented during the

term of this Agreement, for the citizens to whom *BCEMS* provides emergency medical services.

- B. Oversee quality of services provided and prepare reports and studies as necessary to accomplish required EMS protocols in accordance with state law.
- C. Provide input to *BCEMS* concerning purchase of equipment, supplies, and vehicles.
- D. Oversee ongoing continuing education programs of *BCEMS* Medical Technicians and Paramedics and make recommendations regarding these programs to the Ambulance Director.
- E. Provide counsel and training for *BCEMS* personnel as appropriate to meet new responsibilities of *BCEMS*.
- F. Meet quarterly or as necessary with ambulance personnel to review protocols, present topical issues, and discuss current best practices.
- G. Review records of service calls of *BCEMS* personnel to determine compliance with protocols, performance standards and regulations. Recommend counseling and additional remedial training as necessary. Recommend to the Ambulance Director disciplinary action for failure to comply with protocols, performance standards and regulations as directed.
- H. Authorize *BCEMS* to purchase pharmaceuticals under Dr. Sommers's Drug Enforcement Agency ("DEA") license and store same on *BCEMS* premises in accordance with DEA regulations.

**Section 5.** Either party may terminate this Agreement upon providing the other party with ninety (90) days' advance written notice

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement as indicated above.

**Bulloch County EMS**

**Medical Director**

\_\_\_\_\_

\_\_\_\_\_

Thomas M. Couch, County Manager

Dr. Douglas Sommers

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

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) July 1, 2014							
Transportation/Legal				RESOLUTION ATTACHED? (Box 3)		YES					
						NO	X				
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Borrow Pit Agreement with Daniel & Ty Hodges											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
The attached borrow pit agreement with Daniel and Ty Hodges will allow the County to excavate and, if necessary, stockpile fill dirt and/or base material on the Hodges' property. The material will primarily be used for the Horace Mitchell Road paving project, but it may also be used for other projects. Approval is recommended.											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)			BUDGETED ITEM? (7a)		YES		AMENDMENT REQUIRED? (7b)				
					NO		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	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAD		INITIAL JH		INITIAL [Signature]	
DATE		DATE		DATE		DATE 6.27.14		DATE 6/26/14		DATE 6.25.14	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

STATE OF GEORGIA

COUNTY OF BULLOCH

BORROW PIT AGREEMENT

This Borrow Pit Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter “the County”), as party or parties of the first part, and DANIEL HODGES and TY HODGES (hereinafter “the Owner”), as party or parties of the second part.

WITNESSETH:

WHEREAS, the Owner owns or has an interest in certain property located on Georgia State Highway 67 in Bulloch County, Georgia, consisting of approximately 85.82 acres and designated as Parcel Number 128 000011 000 in the records of the Bulloch County Tax Assessor’s office (hereinafter “the Property”); and

WHEREAS, a pond is located on the Property, and the Owner wishes to enlarge said pond; and

WHEREAS, the County is in need of certain fill dirt and/or base material for County projects, which material the County may obtain by engaging in excavation to enlarge the pond on the Property; and

WHEREAS, in consideration for the County’s excavation to enlarge the pond on the Property, the Owner is willing to allow the County to stockpile said fill dirt and/or base material on the Property and remove said fill dirt and/or base material from the Property on the terms and conditions set forth herein;

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

1. The County shall engage in excavation to enlarge the pond on the Property; provided, however, that the County is not obligated to enlarge the pond by any certain area or depth, but rather the area and/or depth that the pond is enlarged shall be based on the amount of fill dirt and/or base material that the County needs for County projects.
2. The Owner shall allow the County to stockpile the fill dirt and/or base material at a designated location on the Property until such time as the County needs the fill dirt and/or base material for County projects.
3. The Owner shall allow the County to enter upon the Property and remove the stockpiled fill dirt and/or base material at such times and in such quantities as the County deems necessary for use on County projects.
4. The Owner acknowledges and agrees that the County will from time to time have inmates from the Bulloch County Correctional Institute as part of its work force to engage in excavation, stockpiling, and to remove the fill dirt and/or base material from the Property; and the Owner hereby gives his consent for said inmates to be on and about the Property while performing such work.
5. The Owner acknowledges and agrees that the County's enlargement of the pond on the Property is the sole consideration for the fill dirt and/or base material. The Owner further acknowledges and agrees that said consideration is adequate and that under no circumstances shall the County be obligated to provide any additional compensation or consideration of any type to the Owner for the fill dirt and/or base material.

6. After the conclusion of the County's excavation on the Property, the County shall slope the perimeter banks and level the grade on the topside of the banks at the places where the County has engaged in excavation. The County makes no warranties, either express or implied, concerning the use of the excavation site as a pond, including but not limited to any warranties of fitness for a particular purpose.

7. The County shall not be obligated to finish its excavation on the Property within any certain time period; rather, the length of time that excavation continues shall depend upon whether the County continues to need fill dirt and/or base material from this particular site and whether the material from this particular site remains suitable, and such determinations shall be within the sole discretion of the County.

8. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. Any stockpiled fill dirt and/or base material shall remain the property of the County after termination of this Agreement and, in the event the County is unable to remove all stockpiled fill dirt and/or base material within thirty (30) days of a notice of termination, the Owner shall allow the County a reasonable amount of time after the termination of this Agreement to remove the stockpiled fill dirt and/or base material. In the event the County has not sloped and leveled the perimeter banks of the excavation area at the termination of this Agreement, the Owner shall also allow the County a reasonable amount of time after termination of this Agreement to slope and level the perimeter banks of the excavation area.

9. Any notices required or permitted to be sent in writing pursuant to this Agreement shall be sent via regular or certified U.S. mail to the following addresses:

TO THE COUNTY: Bulloch County Board of Commissioners  
P.O. Box 347

Statesboro, GA 30459  
Attn: County Manager

TO THE OWNER: Daniel and Ty Hodges  
5198 Mill Branch Club Road  
Pembroke, GA 31321

10. The Owner hereby releases and agrees to hold harmless the County from any and all claims arising out of the activities of the County in excavating, stockpiling, and removing said fill dirt and/or base material from the Property, including but not necessarily limited to any and all claims for personal injuries or property damage.

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

BULLOCH COUNTY, GEORGIA

OWNER

By: \_\_\_\_\_  
Thomas M. Couch, County Manager

By: \_\_\_\_\_  
Daniel Hodges

Attest: \_\_\_\_\_  
Christy Strickland, Clerk

By: \_\_\_\_\_  
Ty Hodges