



**Bulloch County
Board of
Commissioners
Regular Meeting**

**November 4, 2014
Estimated Time: 3 Hours & 15 Minutes
North Main Annex Community Room
Statesboro, Georgia
3:30 PM & 5:30 PM**

Meeting Function:	Board of Commissioners	Type of Meeting:	Workshop & Regular Meeting
Meeting Chair:	Vice-Chairman, Anthony Simmons (Presiding)	Recorder:	Maggie Porter, HR Director
Parliamentarian:	County Attorney, Jeff Akins	Ex-Officio:	Tom Couch, County Manager; Whitney Richland, Interim Chief Financial Officer; Andy Welch, Development Services Director; Ted Wynn, Public Safety Director; Dink Butler, Transportation Director; Kirk Tatum, County Engineer; Randy Newman, Zoning Administrator; Christopher Ivey, Fire Chief; and Kathy Boykin, Airport Manager.

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
WORKSHOP – ROADS	County Manager, et al.	3:30 PM	
Recess	Vice-Chairman Simmons	5:00 PM	
Call to Order; Welcome Media and Visitors	Vice-Chairman Simmons	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Ray Mosley	5:32 PM	
Roll Call	HR Director	5:34 PM	
Zoning Agenda	Zoning Administrator	5:35 PM	Tab A
Approval of General Agenda	Vice-Chairman Simmons	6:05 PM	
Public Comments	Audience	6:10 PM	
Presentation – Tax Relief Annual Presentation	Hospital Authority - Kristi Burdett	6:20 PM	
Consent Agenda		6:30 PM	
To approve the minutes of the Regular Meeting & Executive Session held on October 21, 2014.	HR Director		Tab B
To approve the re-appointment of Mr. Bobby Simmons to the DFACS Board.	County Manager		Tab C
To approve abandoned items at the Airport as surplus property.	Airport		Tab D
To approve a professional design services agreement with Studio 8 of Valdosta for the Mixed Use Ag Arena.	County Manager/Capital Projects		Tab E
To approve a mutual aid agreement with Metter/Candler County Fire Department.	Public Safety/Fire		Tab F
Commission and Staff Comments	Vice-Chairman Simmons, et al.	6:35 PM	
Adjourn	Vice-Chairman Simmons	6:45 PM	

Additional Information

Background information in Board packets



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	November 4, 2014
Application #:	CU2014-033	Application Type:	Conditional Use
Request:	Brandon McCormick submitted an application for a conditional use to allow for a sand/dirt pit under the definition of a natural resource development. The property is located on Martin Road. Don Marsh is acting as agent. This item was tabled at October 7, 2014 meeting.		

Applicant:	Brandon McCormick	Total Acres:	45.82
Location:	Martin Road	Acres in Request:	26.9
Map #:	082 000028 000	Existing Lots:	1
Future Land Use:	Rural-Open Area	Current Zoning:	AG-5
Directions to Property:	Take Hwy 67 to Denmark and turn right onto Nevils-Denmark Road. Turn left onto Nevils-Groveland Road. Turn right onto Martin Road and property will be on the left.		
Planning and Zoning Recommendation:	To deny the request with a 5-0 vote.		

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

LAND USE PLANNING IMPACT

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

Existing Land Use Pattern: There are primarily rural residential an existing sand/dirt pit, and agricultural uses at adjacent and nearby properties.



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area due to the fact that this is a fairly new type of use.

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

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

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 2.4 miles (response time 8 minutes) from the Nevils Fire Department. No additional resources are required.

TRAFFIC IMPACT

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

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed use may 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 25 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

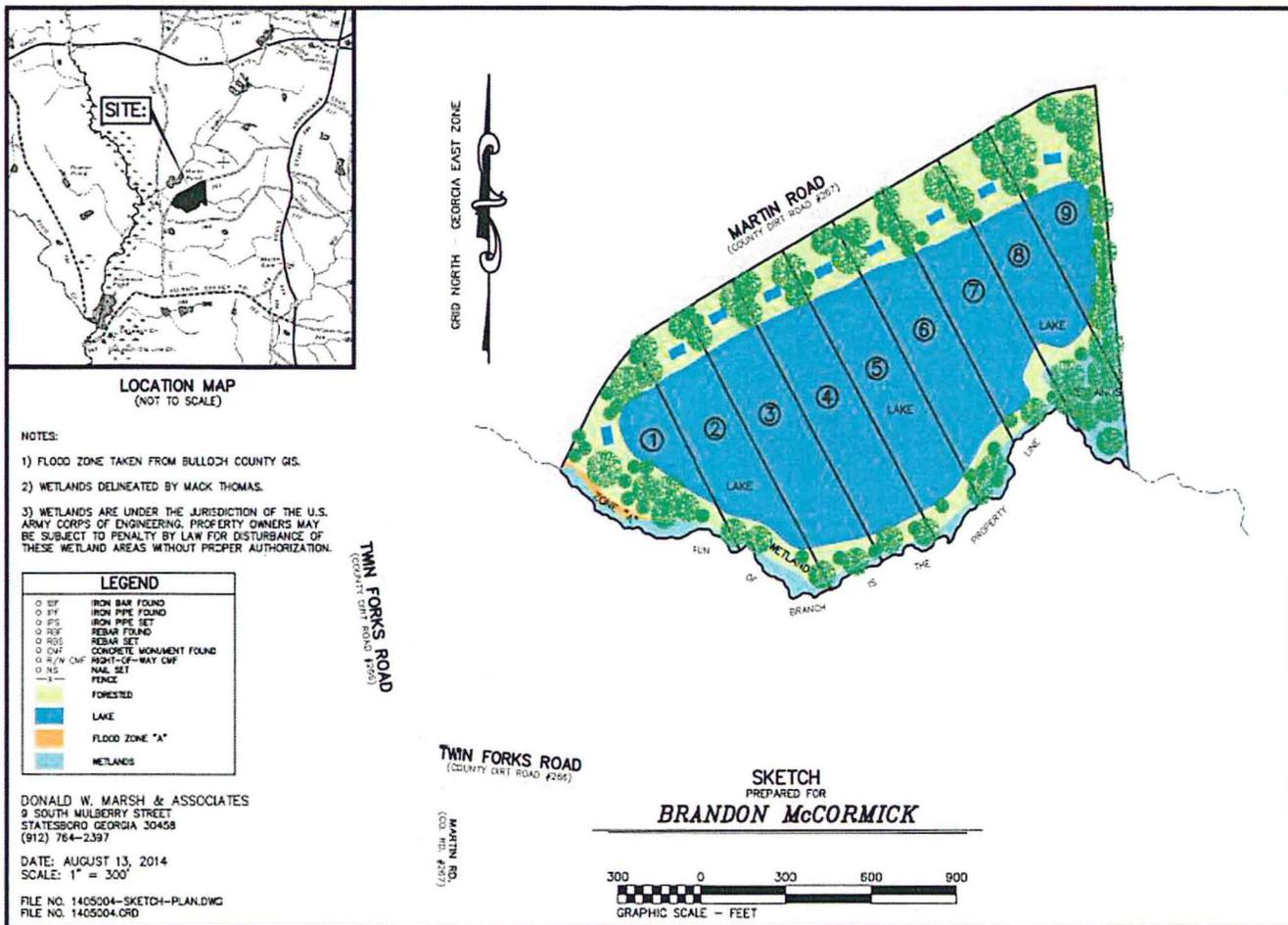
The staff recommends approval of the conditional use request with the following conditions:

Conditions

1. Mining operations shall only be conducted Monday through Friday from 7:00 AM to 6:00 PM.
2. There shall be maintained a one-hundred fifty foot (150') natural buffer of existing trees and vegetation surrounding the property, except in approved areas of ingress and egress, and where installation of buffers are otherwise required according to this set of conditions, in order to mitigate visual effects, noise and dust. Prior to the commencement of mining operations, the owner shall restore all trees previously removed with adequate vegetative density to be determined by the Zoning Administrator in order to maintain the buffer requirement, except where a current power line easement requires adequate clearance by the utility company.
3. A single driveway to be used for mining operations shall be installed at the owner's expense for ingress and egress to the borrow pit on Martin Road consisting of an appropriate drainage structure and a rock-soil base for compaction, and at a location approved by the County Transportation Department.
4. The owner shall only use Martin Road to route vehicles and equipment between the approved driveway and Nevils-Groveland Road, herein referred to as the haul route.
5. The owner shall be responsible for maintaining the haul route for the period of time the mining operation is used according to the County Transportation Department's minimum level of service including grading and surface maintenance, and when necessary applying aggregates for stabilization, or the shaping or reshaping of ditches where it is clear that any damage resulted from vehicles or equipment used for the haul route. Should the County have to remediate any issues because of a failure by the owner to properly maintain the haul route, the County shall invoice the owner for the additional level of service.
6. The owner shall install a six foot (6') galvanized wire mesh fence with a closing gate and locking device to prevent unauthorized access to the site, along the length of Martin Road inside the one-hundred fifty foot (150') vegetative buffer.
7. The owner shall not operate the borrow pit any longer than ten (10) years from the date the owner receives all necessary permits from the State of Georgia Environmental Protection Division (EPD), and the owner shall complete the reclamation process required by EPD within two (2) years thereafter.
8. Notwithstanding legal ownership of the property, Brandon McCormick acknowledges that he is the owner of this business and that he is the legal and equitable beneficiary of this conditional use permit. Therefore, Mr. McCormick shall be personally liable for any violations of these conditions, regardless of who may commit the actual violation (e.g., a third-party vendor), and Mr. McCormick shall be subject to all legal and equitable remedies that may be used to address such violations, including but not limited to citations to the Magistrate Court of Bulloch County.



Bulloch County Departmental Review



October 21, 2014
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Vice-Chairman Anthony Simmons welcomed guests and called the meeting to order. County Manager Thomas Couch gave the invocation, and the pledge of allegiance.

Mrs. Maggie Fitzgerald Porter, Human Resources Director recording the minutes, performed the roll call of the commissioners and staff. The following commissioners were present: Vice-Chairman Anthony Simmons, Commissioner Walter Gibson, Commissioner Robert Rushing, Commissioner Ray Mosley, and Commissioner Carolyn Ethridge. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Transportation Director Hermon "Dink" Butler (arrived after Roll Call), Interim Chief Financial Officer Whitney Richland, Chief Deputy Jared Akins, Public Safety Director Ted Wynn, County Engineer Kirk Tatum, Airport Manager Kathy Boykin, Purchasing Manager Faye Bragg, and Statesboro Bulloch County Parks and Recreation Director Mike Rollins.

After Roll Call, Vice-Chairman Simmons asked for amendments or modifications to the General Agenda. County Manager Thomas Couch asked that the General Agenda be amended by: (1) adding Item #1 of New Business for the discussion and/or action to approve Resolution 2014-23 authorizing, among other things, the issuance and sale of a Tax Anticipation Note (TAN) for the Calendar Year 2014 evidencing a line of credit in the aggregate principal amount of \$3,500,000; and (2) to defer the Roads Workshop until a later meeting when the Chairman and all of the Commissioner are able to attend. Hearing no further amendments or modifications, Commissioner Ethridge offered a motion to approve the General Agenda as amended. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Vice-Chairman Simmons asked for public comments from the audience at large or in writing. Mr. James Williams discussed his issues with the Board of Commissioners concerning the denial of his zoning request for a Personal Care Home and not following

the recommendations of the Planning & Zoning Commission. Next, Mr. Arthur Williams, Pastor at Mount Olive Church, discussed the need to pave Clito Road to Mount Olive Lane. Mr. Williams stated that members of the church cannot make it down the dirt road when it rains. After further discussion, Vice-Chairman Simmons called for any other comments from the Public. Hearing no further comments, Vice-Chairman Simmons stated that nothing had been submitted in writing.

Vice-Chairman Simmons stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting held on October 7, 2014; (2) to approve the renewal of the janitorial cleaning contract with Divine Clean Care for January 1, 2015, to December 31, 2015 (See Exhibit #2014-178); and (3) to approve a bid of \$25,410.00 from Peddlers, Garden City, Georgia, for motor grader blades (See Exhibit #2014-179). Commissioner Mosley offered a motion to approve the Consent Agenda as presented. Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Without any items of Old Business, Vice-Chairman Simmons stated the only item under New Business was for the discussion and/or action to approve Resolution 2014-23 authorizing, among other things, the issuance and sale of a Tax Anticipation Note (TAN) for the Calendar Year 2014 evidencing a line of credit in the aggregate principal amount of \$3,500,000. Vice-Chairman Simmons called on County Manager Thomas Couch to initiate discussion on the matter. Mr. Couch stated that requests for a TAN in the form of a \$3,500,000 line of credit were sent to all local banks, and two proposals were received by the deadline for receipt of proposals. Mr. Couch stated that Farmers and Merchants Bank submitted the lowest responsive bid with an interest rate of 2.70%. Mr. Couch stated that the approval of the resolution authorizing the line of credit with Farmers and Merchants Bank was recommended. After some discussion, Commissioner Rushing offered a motion to approve Resolution 2014-23 authorizing, among other things, the issuance and sale of a Tax Anticipation Note (TAN) for the Calendar Year 2014 evidencing a line of credit in the aggregate principal amount of \$3,500,000 from Farmers and Merchants Bank (See Exhibit #2014-180). Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing,

and Commissioner Mosley voting in favor of the motion. Commissioner Ethridge abstained from voting because she works for BB&T Bank.

Without any further items of New Business, Vice-Chairman Simmons called for general comments or statements from the Commissioners. Commissioner Ethridge stated that she appreciates the public comments and thanked the public for attending the meeting. Commissioner Mosley thanked the audience for attending the meeting and asked that they encourage others to attend the Board meetings. Commissioner Rushing thanked everyone for attending the meeting. Commissioner Gibson stated that the citizens can call the Commissioners and that they are happy to go out to inspect roads with issues. Commissioner Gibson also announced that the Statesboro-Bulloch County Parks and Recreation Department was honored as Agency of the Year and thanked Director Mike Rollins and his staff for all that they do for our community.

After some further discussion, Vice-Chairman Simmons asked for comments from the staff. County Manager Thomas Couch discussed the procedure for picking dirt roads to pave and stated that the entire Board needs to be present for the Roads Workshop. After further discussion, the Board agreed to hold the Roads Workshop on Tuesday, November 4th, at 3:30pm. Vice-Chairman Simmons stated that the Board doesn't just pick and choose the roads that will be paved, but that the Board must make decisions on roads that already have all of the required paperwork.

Hearing no further comments from the Board or Staff, Vice-Chairman Simmons stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters. Vice-Chairman Simmons stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Vice-Chairman Simmons 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 County Attorney Jeff Akins, for the purposes of discussing and deliberating on Personnel Matters. Without further discussion, Commissioner Mosley offered a motion to enter into Executive Session to discuss and deliberate on Personnel Matters (See Exhibit #2014-181). Commissioner Gibson seconded the motion, and it carried unanimously

with Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, and Commissioner Gibson voting in favor of the motion.

The meeting was reconvened, and Vice-Chairman Simmons stated that a second item of New Business was being added to the General Agenda. Vice-Chairman Simmons stated that the second item of New Business was for the discussion and/or action to amend the Fiscal Year 2015 Position Control to authorize a second full-time position as a Senior Lineman for the Airport. Vice-Chairman Simmons called on County Manager Thomas Couch to initiate discussion on the matter. Mr. Couch stated that because of absenteeism or turnover issues among the part-time Linemen, the Airport Manager and Committee have asked to take one of the more reliable part-time Linemen and convert this position to full-time as a Senior Lineman. After some further discussion regarding the benefits and overall costs, Commissioner Ethridge offered a motion to amend the Fiscal Year 2015 Position Control to authorize a second full-time position as a Senior Lineman for the Airport (See Exhibit #2014-182). Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Ethridge, and Commissioner Mosley voting in favor of the motion.

Vice-Chairman Simmons asked if there were any further comments from the Commission or Staff. Hearing no comments from the Board or Staff, Vice-Chairman Simmons asked for a motion to adjourn. Commissioner Rushing offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, and Commissioner Gibson voting in favor of the motion.

Anthony D. Simmons, Vice-Chairman

Attest: Thomas M. Couch, County Manager

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

DEPARTMENT MAKING REQUEST: <i>County Manager</i>	MEETING DATE: 11.04.2014		
	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To re-appoint Mr. Bobby Simmons to the Division of Family and Children Services (DFACS) Board for a term that extends until June 30, 2019.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

See Attached Letter.

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

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

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



STATE OF GEORGIA
Division of Family and Children Services

Nathan Deal
Governor

Bobby D. Cagle
Interim Director

September 22, 2014

J. Garrett Nevil, Chairman
Bulloch County Commissioners
PO Box 347
Statesboro, GA 30459

Dear Commissioner Nevil,

Mr. Bobby Simmons' term as a DFCS Board member expired June 30, 2014. The law requires that the County Commission appoints a successor within 90 days after the term, expires.

Mr. Simmons has been a faithful and active member for many years. Mr. Simmons has indicated his willingness to continue to serve Bulloch County DFCS on the DFCS Board should he be reappointed.

You may consider Mr. Simmons for reappointment or you may consider other community members for the vacancy. Please make your selection of someone that is willing to serve and represent a diverse population.

The person you appoint will serve a term extending through June 30, 2019.

I appreciate your continued support. If any additional information is needed in making your selection, please call.

Sincerely,

Diane Hardee, Director
Bulloch County DFCS

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

DEPARTMENT MAKING REQUEST: Airport	MEETING DATE: 11/4/2014		
	RESOLUTION ATTACHED?	YES	<input checked="" type="checkbox"/>
		NO	

REQUESTED MOTION OR ITEM TITLE:
Declare items abandoned at the airport as surplus property.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
Several items have been left by businesses leaving the airfield. The airport has no need for them. We would like to sell these items.
See attached for list of items.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT			
PRESENTATION		BUDGETED ITEM?	YES NO	AMENDMENT REQUIRED?	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		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	<i>Jsa</i>	INITIAL	<i>cr</i>
DATE		DATE		DATE		DATE		DATE	10/20/14	DATE	10/30/14

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

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2014 - ____

WHEREAS, the personal property listed on the attached Exhibit "A" is currently owned by Bulloch County and has been assigned to the Statesboro-Bulloch County Airport; and

WHEREAS, the Bulloch County Board of Commissioners finds that said property cannot be beneficially or advantageously used by Bulloch County under all circumstances;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners that said property is hereby declared to be unserviceable property and the County Manager or his designee is hereby authorized to sell said property for the most advantageous price obtainable.

SO BE IT RESOLVED this 4th day of November, 2014.

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

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Thomas M. Couch, County Manager

AIRPORT SURPLUS PROPERTY LIST **EXHIBIT A**

Keyboard holders	23
Cubicle Ethernet Ports	10
Overhead metal locking cabinets 15" x 41"	8
Cubicle corner holders 1' x 3.5"	45
Locking under desk 2 drawer file cabinets	31
Metal end panels 24" x 36"	2
Laminate Corner desk top for cubicle 36" x 36"	50
Wall Rack 85" x 24"	6
Braces 18" x 5.5"	58
Wall panel Cloth Red 48" x 43.5"	1
Wall Panel Cloth White 3' x 63.75"	3
Laminate Desk tops 42" x 23.25"	69
Shelf holders	64
Wall Panel Cloth Red 59.5" x 23.5"	4
Wall Panel Cloth Red 39.75" x 35.5"	107
Wall Panel Cloth Red 27" x 22" with legs	22
Wall Panel Cloth Red 63" x 35.5	12
Glass cubicle panel 81.5" x 23"	4
Glass cubicle panel 81.5" x 35"	2
Wall Panel Red 77.5" x 41"	1
Desk top with curve 35.5 x 35.5	1
Craftsman II LT 4000 25 HP lawnmower	1
Misc. furniture table, Dresser, bed frame, headboard & footboard, book case, microwave, old kitchen range, heater, weight bench	



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Capital Projects	MEETING DATE: 11.04.14				
	RESOLUTION ATTACHED?				
	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

REQUESTED MOTION OR ITEM TITLE:

Authorize the County Manager to execute a professional design services agreement with Studio 8 of Valdosta, Georgia, subject to review of the County Attorney.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please find attached a draft AIA agreement for design services for the Mixed Use Ag Arena. Studio 8 will provide architectural design and construction phase services based on 6% of the construction budget and a small allowance for travel cost with no other reimbursable expenses. Adoption is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT				
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO	<input type="checkbox"/>		NO
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: Proceeds will be appropriated from 2002 SPLOST proceeds.	
PUBLIC HEARING					
CONSENT	X				
NEW BUSINESS					
UNFINISHED BUSINESS					
OTHER					

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL <i>W</i>	
DATE		DATE		DATE		DATE		DATE		DATE <i>10.30.14</i>	

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



June 11, 2014

Mr. Thomas Couch, County Manager
Bulloch County Board of Commissioners
115 N. Main Street
Statesboro, GA 30458

RE: Bulloch County Equestrian Facility
Statesboro, Georgia

Dear Tom:

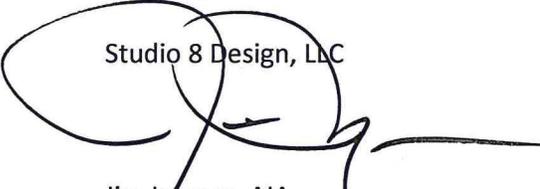
Enclosed is a proposed contractor for architectural services for your new Equestrian Facility. The lump sum proposal is based on 6% of your budget plus a small allowance for travel cost. We do not anticipate any reimbursable expenses from this work.

If you find this contract in order, please return one copy executed by the Board of Commissioners, and we will go to work.

We look forward to continuing to work for you and Bulloch County. Thank you for the opportunity.

Sincerely,

Studio 8 Design, LLC



Jim Ingram, AIA

S8d No. 1435/A1

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 12th day of June in the year 2014
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

and the Architect:
(*Name, legal status, address and other information*)

Studio 8 Design, LLC
2215 Bemiss Road, Suite E
Valdosta, GA 31602

for the following Project:
(*Name, location and detailed description*)

Bulloch County Equestrian Facility
Statesboro, GA

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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3	SCOPE OF ARCHITECT'S BASIC SERVICES
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5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Attached Abstract CIP #ED13-02, pg. 3

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the

schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible

Init.

for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services ten (10) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project

and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services; the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum fee of \$240,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be negotiated

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-Five	percent (35	%)
Construction Documents Phase	Forty	percent (40	%)
Bid Phase	Five	percent (5	%)
Construction Phase	Twenty	percent	20%	

(Row deleted)

Total Basic Compensation	one hundred	percent (100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

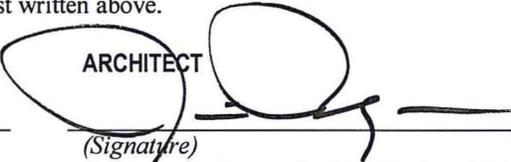
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Bulloch County Board of Commissioners

(Printed name and title)

ARCHITECT



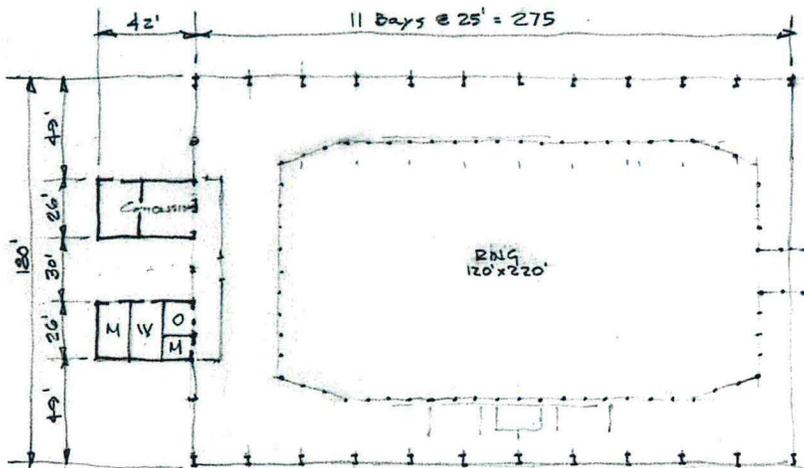
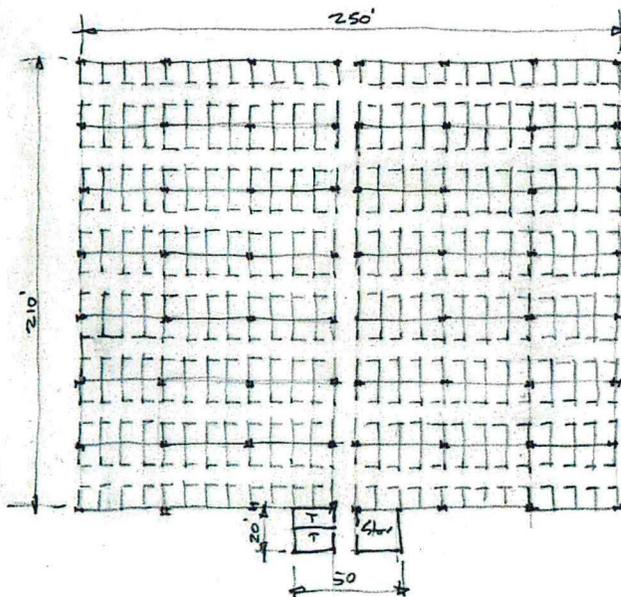
(Signature)
Jim Ingram, Owner, Studio 8 Design, LLC

(Printed name and title)

The first task of the architect will be to define, in detail, the scope of the project and reconcile the scope with available funds. IPG will develop a "shopping list" of amenities that might be considered with the cost of each. From this list, the owner can pick and choose to the extent of available funds. IPG has done a very quick study of your stated requirements of an open arena of about 50,000 square feet plus horse stalls, concessions, and toilets. Based on our experience, you will need stalls for 300 or more horses for a regional show plus hook-ups for 150 or more campers. Site development will probably involve around 15 acres. Our cost figures are close for the structures based on the sketches, but the site figures may be off considerably. The site figures are based on a previous project involving about 15 acres adjusted for the type of development. The bottom line figure is 13% above your budget figure of \$4,100,000, but one of our last projects bid 19% below the estimate. It should be noted that the construction market is extremely competitive at this time, and it is an excellent time to bid a project. If our assumptions below are close to your expectations and site development does not get out of hand, it appears that your budget will work.

TRIAL PROJECT BUDGET

Open Arena - 49,500 SF	\$615,000
Horse Barn - 52,500 SF	\$655,000
Enclosed Building - 4,500 SF	\$450,000
Wash Racks - 3,000 SF	\$20,000
Stalls	\$340,000
Fence Panels for Arena/Practice	\$20,000
Electrical	\$300,000
Seating & Judges Stand	\$100,000
Concession Equipment/Furniture	\$100,000
Subtotal	\$2,600,000
Site Development:	
Erosion Control	\$65,000
Mobilization & Layout	\$20,000
Clear & Grub (15 acres)	\$30,000
Earthwork	\$150,000
Storm Drainage	\$200,000
Water Service	\$20,000
Sanitary	\$20,000
Camper Hook-ups	\$150,000
Site Concrete	\$100,000
Asphalt Paving	\$250,000
Fencing	\$50,000
Landscaping	\$75,000
Signs & Markings	\$25,000
Miscellaneous Site Amenities	\$50,000
Subtotal Site Development	\$1,205,000
Total Raw Cost	\$3,805,000
Contractor's Supervision OH&P	\$570,000
Subtotal	\$4,375,000
Design & Soft Costs (8%)	\$320,000
Project Total	\$4,695,000



After a final program of development is approved by Bulloch County, IPG will proceed to produce a final design and construction documents then manage the bidding and construction process.



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

DEPARTMENT MAKING REQUEST:
Public Safety/Fire

MEETING DATE: 11-4-14

RESOLUTION ATTACHED?

YES	
NO	x

REQUESTED MOTION OR ITEM TITLE:

To sign mutual aid agreement with Metter/Candler County Fire Department

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

See attached.

**AGENDA CATEGORY
(CHECK ONE)**

FINANCIAL IMPACT STATEMENT

PRESENTATION

BUDGETED ITEM?

YES	
NO	

**AMENDMENT
REQUIRED?**

YES	
NO	x

PUBLIC HEARING

ATTACH DETAILED ANALYSIS, IF NEEDED:

CONSENT

x

See attached

NEW BUSINESS

OLD BUSINESS

OTHER

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES		YES		YES	✓
NO		NO		NO		NO		NO		NO	

INITIAL ELW	INITIAL	✓									
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DATE 10-29-14	DATE	11-3-14									
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COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
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DENIED

DEFERRED

OTHER

NOTES

City of Metter
Post Office Box 74 - 49 South Rountree
Metter, Georgia 30439
(912) 685-2527

October 24, 2014

Mr. Thomas M. Couch, ICMA-CM, AICP
County Manager
Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, GA

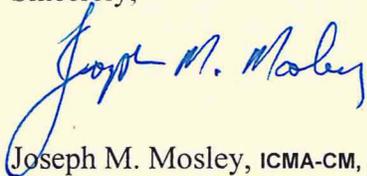
Re: Mutual Aid Agreement with Bulloch County

Dear Tom:

I hope that you are doing well. My new fire chief is doing a lot of things to modernize our Metter/Candler County Fire Department operations. One of the things that he is doing is updating our mutual aid agreements with adjoining communities. I would appreciate if you would have the enclosed agreement approved and executed.

If you have any questions, please contact me at (912) 685-2527 or by e-mail at Jmosley@pineland.net. I look to hearing from you soon

Sincerely,



Joseph M. Mosley, ICMA-CM, AICP
City Manager

Enclosure: 2



AGREEMENT FOR MUTUAL AID BETWEEN THE FIRE
DEPARTMENTS OF THE CITY OF METTER, GEORGIA
AND THE BULLOCH COUNTY BOARD OF COMMISSIONERS

This agreement entered into this the _____ day of November, 2014 by and between the Mayor and Council of the City of Metter, Georgia and Board of Commissioners of Bulloch County, 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 the City of Metter, Georgia, by a representative of the Bulloch County, Georgia, fire-fighting equipment and personnel of the City of Metter Fire Department will be dispatched to any point within the area for which Bulloch County normally provides fire protection, as designated by the representative of the Bulloch County Fire Department.
2. Upon request to a representative of Bulloch County by a representative of the City of Metter, fire-fighting equipment and personnel of Bulloch County Fire Department will be dispatched to any point within the area for which the Fire Department of the City of Metter normally provides fire protection, as designated by the representative of the City of Metter.
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 or 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 all 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, the City of Metter, Georgia and Bulloch County, Georgia, have caused these presents to be executed by its duly designated officers.

Signed, sealed and delivered
In the presence of:

N.P. State of Georgia

Date: _____

Mayor and City Council of the
City of Metter:

By: _____
Mayor

Attest: _____
City Manager

Signed, sealed and delivered
In the presence of:

N.P. State of Georgia

Date: _____

Board of Commissioners of the
County of Bulloch

By: _____
Chairman

Attest: _____
County Clerk