



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**October 7, 2014  
Estimated Time: 1 Hour & 35 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>Maggie Porter, HR Director</b>
Parliamentarian:	<b>County Attorney, Jeff Akins</b>	Ex-Officio:	<b>Tom Couch, County Manager; Whitney Richland, Interim Chief Financial Officer; Andy Welch, Development Services Director; Randy Newman, Zoning Administrator; Mike Rollins, SBCPRD Director; Dink Butler, Transportation Director; and Kirk Tatum, County Engineer</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	Commissioner Rushing	5:32 PM	
Roll Call	HR Director	5:34 PM	
Zoning Agenda	Zoning Administrator	5:35 PM	Tab A
Approval of General Agenda	Chairman Nevil	6:20 PM	
Public Comments	Audience	6:22 PM	
Consent Agenda		6:32 PM	
To approve the minutes of the Special Called Meeting and Executive Session held on September 15, 2014, and the Regular Meeting and Executive Session held on September 16, 2014.	HR Director		Tab B
To approve an Agreement with Thigpen, Lanier, Westerfield ,and Deal to complete the FY 2014 annual financial report (Audit)	County Manager & Finance		Tab C
To approve a Resolution to accept the terms and conditions of a grant award, and to execute an agreement with the Georgia Department of Natural Resources.	Statesboro-Bulloch County Parks & Recreation		Tab D
New Business			
Discussion/Action: Bid from R. B. Baker Construction for resurfacing 7.19 miles of various County Roads	Engineering	6:35 PM	Tab E
Discussion/Action: Bid from R. B. Baker Construction for resurfacing 9.92 miles of various County Roads	Engineering	6:45 PM	Tab F
Commission and Staff Comments	Chairman Nevil, et al.	6:55 PM	

Adjourn

Chairman

7:05 PM

---

**Additional Information**

---

Background information in Board packets

---

---

***Board of Commissioners  
Agenda for  
October 7, 2014  
5:30 P.M.***

1. Conditional Use Request.....Deweese Martin
2. Rezone Request.....Judy Stevens O'Neill  
.....Agent, John Dotson
3. Conditional Use Request.....Brandon McCormick  
.....Agent, Don Marsh



# Bulloch County Departmental Review

<b>Agenda Item:</b>	1	<b>Meeting Date:</b>	October 7, 2014
<b>Application #:</b>	CU2014-031	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	Deweese Martin submitted an application for a conditional use to operate a personal care home. The property is located on Indigo Hills Road.		

<b>Applicant:</b>	Deweese Martin	<b>Total Acres:</b>	153.35
<b>Location:</b>	161 Indigo Hills Road	<b>Acres in Request:</b>	5
<b>Map #:</b>	097 000007 000	<b>Existing Lots:</b>	1
<b>Future Land Use:</b>	Rural-Open Area	<b>Current Zoning:</b>	AG-5
<b>Directions to Property:</b>	Take Hwy 67 to Denmark and turn right onto Nevils-Denmark Road. Continue straight at four way stop in Nevils. Turn left onto Indigo Hills Road. Property will be on the right.		
<b>Planning and Zoning Commission recommendation:</b>	To approve with conditions by a 4-1 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	Long driveway in poor condition
(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		



# Bulloch County Departmental Review

---

## LAND USE PLANNING IMPACT

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

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

**Zoning Patterns and Consistency:** The proposed use appears to be inconsistent 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 0.2 miles (response time 5 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 fair. Indigo Hills Road is a county maintained dirt road.

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

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

## E-911 AND EMERGENCY MANAGEMENT IMPACT

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

## LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 23 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.



# Bulloch County Departmental Review

---

## FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.

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

1. Within 30 days after receiving any of approval by the Board of Commissioners for said personal care home, a verification letter from the applicant by Bulloch County Board of Health shall be delivered to the Zoning Administrator showing that the home has adequate on-site sewerage facilities.
2. Within 60 days after receiving any of approval by the Board of Commissioners for said personal care home, the applicant shall deliver proof of application for registration from the Georgia Department of Human Resources Day Care Licensing Unit for a personal care home consistent with the category applied for with regard to a conditional use in the AG-5 district.
3. Within 30 days after receiving any approval by the Georgia Department of Human Resources Day Care Licensing Unit for said personal care home, the applicant shall deliver to the Zoning Administrator proof of such approval.
4. No building permit for expansion of capacity for the said personal care home within the current principal structure shall be permitted without appropriate zoning approval pursuant to Sections 413 (conditional use procedures) and 503(b)(conditional uses allowed in AG-5 districts). A building permit for any accessory structure must meet the standards of the county zoning code.
5. Hours of operation for business related activities such as deliveries and pick-ups of services, materials and supplies by outside vendors, or for recreational activities that may create the potential for extraordinary noise, dust, smoke or glare, that does not constitute a nuisance shall be restricted to occur between 7:30 AM to 7:30 PM daily.
6. Any identification signage for said personal care home shall be in compliance with the Bulloch County Sign Ordinance and shall be subject to appropriate permitting.
7. Any action by the applicant that results in the ceasing of permitted business activities related to the family personal care home for six consecutive months or more, whether reported on unreported, shall be cause for expiration of the conditional use permit.
8. The driveway to the residence shall be maintained to ensure unhindered access by emergency vehicles and within 3 months the driveway is to be graveled with rock.
9. Staff is to establish a reasonable standard for fencing before the Board of Commissioners meeting.

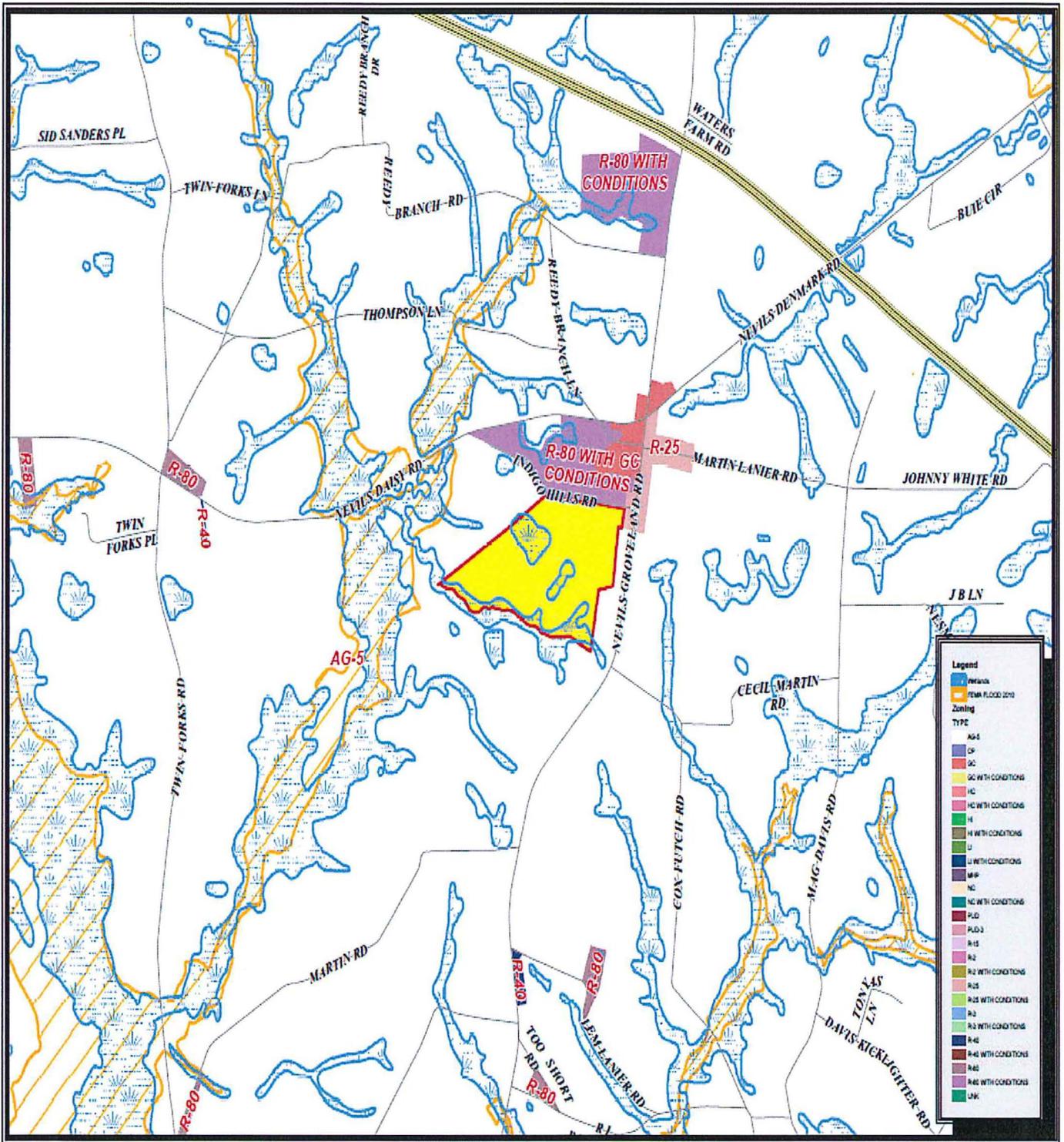
---

### Participants

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



# Bulloch County Departmental Review





# Bulloch County Departmental Review

<b>Agenda Item:</b>	2	<b>Meeting Date:</b>	October 7, 2014
<b>Application #:</b>	RZ2014-032	<b>Application Type:</b>	Rezoning
<b>Request:</b>	Judy Stevens O'Neill submitted an application to rezone a 45 acre parcel from R-80 (Residential 80,000 square feet) to R-25 (Residential 25,000 square feet). The property is located on Old Leefield Road. John Dotson is acting as agent.		

<b>Applicant:</b>	Judy Stevens O'Neill	<b>Acres in Request:</b>	45
<b>Location:</b>	Old Leefield Road	<b>Existing Lots:</b>	1
<b>Map #:</b>	135 000030 000	<b>Requested Lots:</b>	57
<b>Development Name:</b>		<b>Current Zoning:</b>	R-80
<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 Old Leefield Road. Property will be on the left across from Old Harmony Road.		
<b>Planning And Zoning Commission Recommendation:</b>	To approve the request with conditions by a 5-0 vote. Conditions 3, 6, and 8 to be worked out with staff before Board of Commissioners meeting.		

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		

## 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

---

**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 2.4 miles (response time 8 minutes) from the Brooklet Fire Department. No additional resources are required.

## TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Old Leefield 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

Response time from Bulloch County Sheriff's Department is approximately 12 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.



# Bulloch County Departmental Review

---

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

Conditions:

1. An additional 10% bonus density may be granted, provided at least one of the following amenities shall be installed by the applicant:
  - a) A pedestrian sidewalk system within the development.
  - b) An internal streetscape consisting of native, non-ornamental canopy trees (maple, dogwood, oak, etc.) with a minimum 4" caliper spaced 75' off center. The streetscape may optionally be integrated with amenities a) or d).
  - c) A county maintained street light district.
  - d) A common interest element maintained by a homeowners association or other conduit which may include, but not be limited to, a clubhouse, pool, tennis court(s), improved picnic area or playground, walking trail, or any combination thereof.
  - e) A common interest element maintained by a homeowners association or other conduit which may include, but not be limited to, a conservation easement or greenspace area that is consistent with the goals and objectives of county or state land conservation or preservation plans and programs.
2. All dwelling units shall consist of traditional site built construction meeting state building codes. Structures should have exterior facades, except for trim, consisting primarily of brick, stone, cement or wood siding. Manufactured housing shall be prohibited.
3. 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 Old Leefield Road.
4. 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.
5. Only a county street light district is permitted, if street lights are installed.
6. A stub-out road shall be installed to the property to the east for connection to future development.
7. All well structures shall have a visual landscape or wall/fence buffer equal to the height of the roof line.
8. At the time of sketch plan application to the Planning and Zoning Commission, the applicant, at their own expense, shall submit a Level II traffic impact study based on the proposed maximum build out density that will be proposed in the sketch plan, and as recommended in the Bulloch County Transportation Plan (with sufficient narratives, maps and exhibits) which shall be certified by a qualified and registered professional engineer, that at a minimum, includes the following analysis of current and future conditions:
  - a) Trip Generation Analysis: An estimate of AM (7:30-8:30) and PM (5:00-6:00) peak hour trip generated under existing conditions and after project build-out.
  - b) Trip Distribution Analysis: A 24 hour directional traffic counts and peak period intersection turn movement counts on a typical week day under existing conditions and after project build-out.
  - c) An access and internal circulation plan illustrating adequate ingress and egress for emergency and public service vehicles and traffic safety measures.

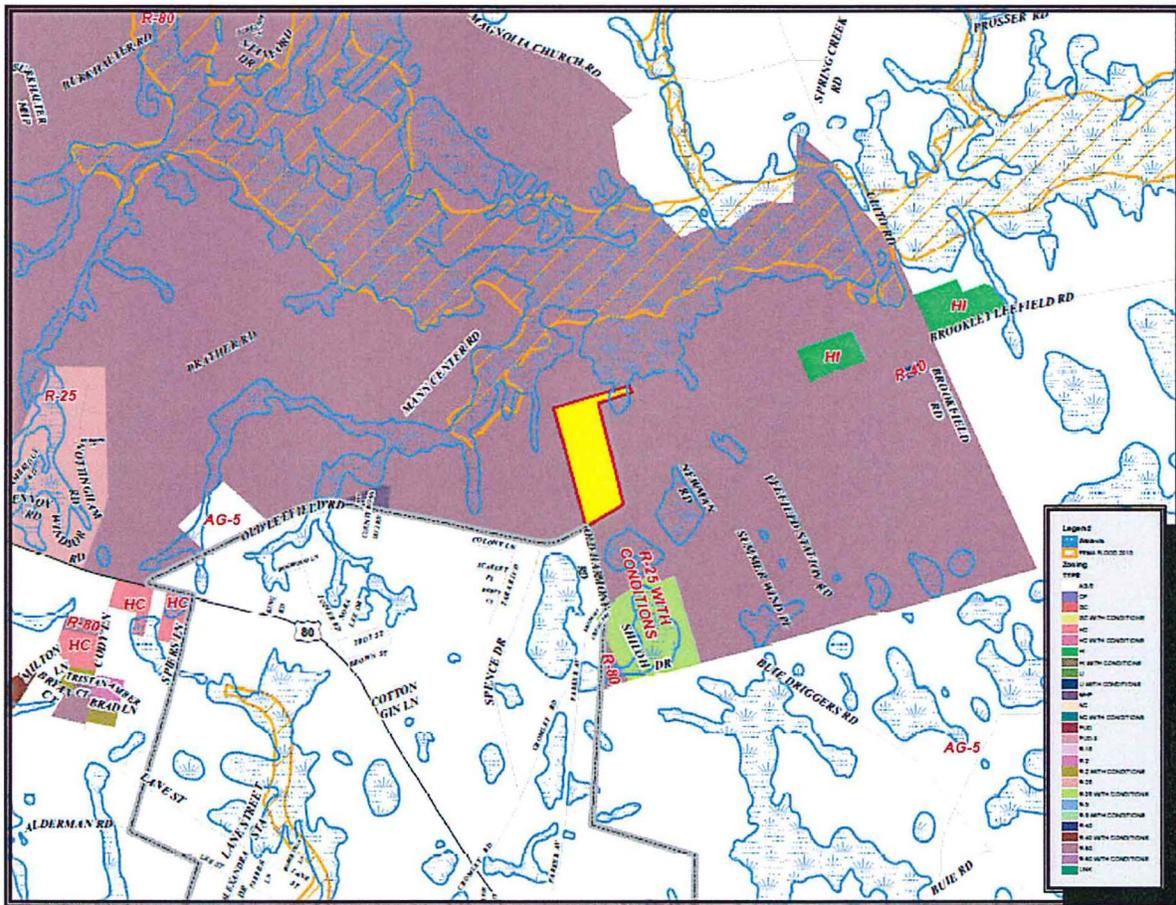


# Bulloch County Departmental Review

- d) Intersection and Roadway Segment Analysis: Assess the need and provide cost estimates for any network or safety improvements for arterial and collector roads in the study area resulting from the impacts created by the proposed development of the subject property, including but not limited to, accel-decel lanes, turn lanes, shoulder widenings, signage, signalization or intersection alignments. The county may accept, reject or modify the results at its discretion. The cost of any such proposed improvements attributable specifically to the development of the subject property that is not listed in the County's Five-Year Surface Transportation Improvement Program or Capital Improvements Plan shall be wholly borne by the developer.

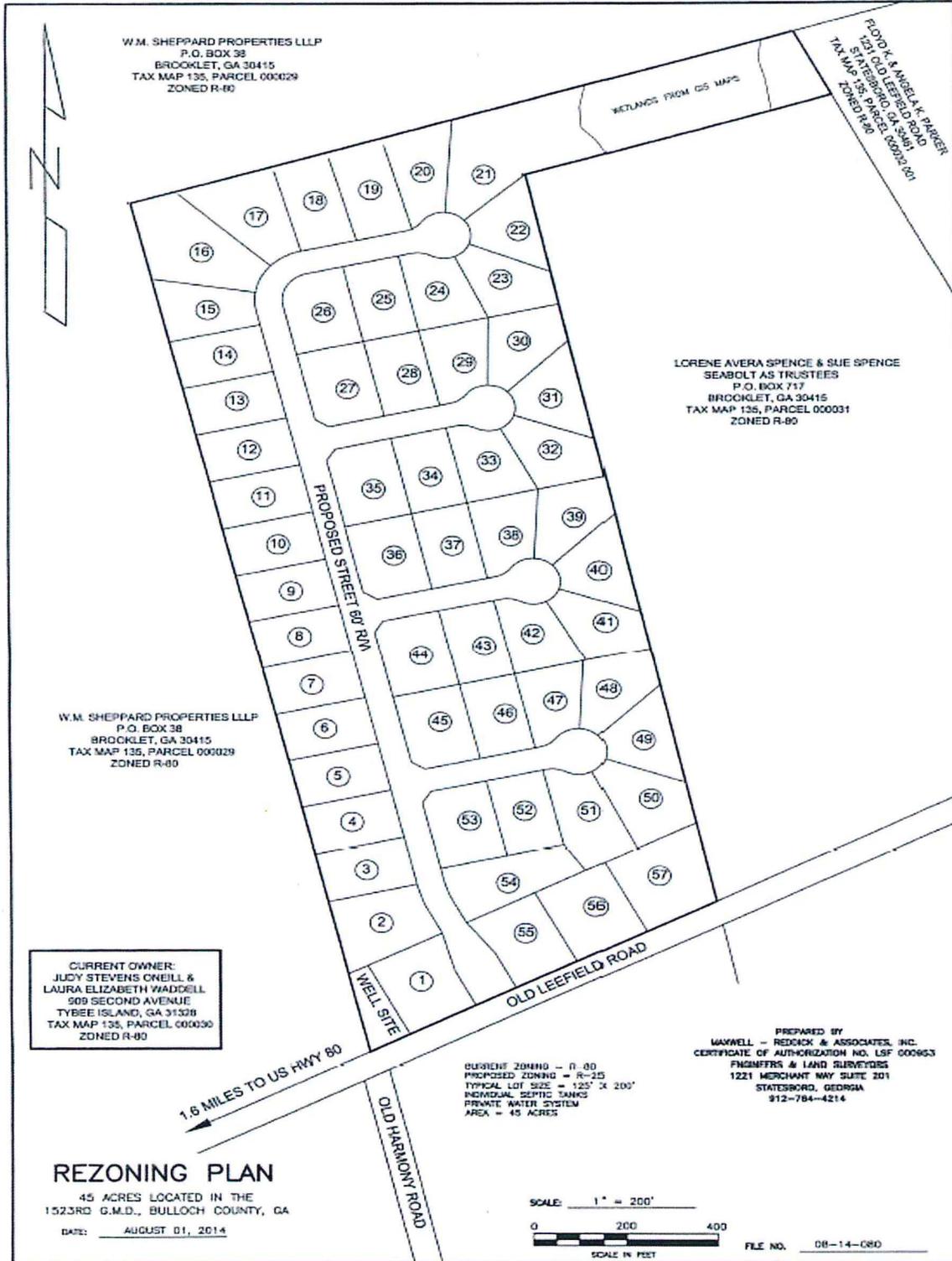
### Participants

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





# Bulloch County Departmental Review





# Bulloch County Departmental Review

<b>Agenda Item:</b>	3	<b>Meeting Date:</b>	September 11, 2014
<b>Application #:</b>	CU2014-033	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	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.		

<b>Applicant:</b>	Brandon McCormick	<b>Total Acres:</b>	45.82
<b>Location:</b>	Martin Road	<b>Acres in Request:</b>	26.9
<b>Map #:</b>	082 000028 000	<b>Existing Lots:</b>	1
<b>Future Land Use:</b>	Rural-Open Area	<b>Current Zoning:</b>	AG-5
<b>Directions to Property:</b>	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.		
<b>Planning and Zoning Recommendation:</b>	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

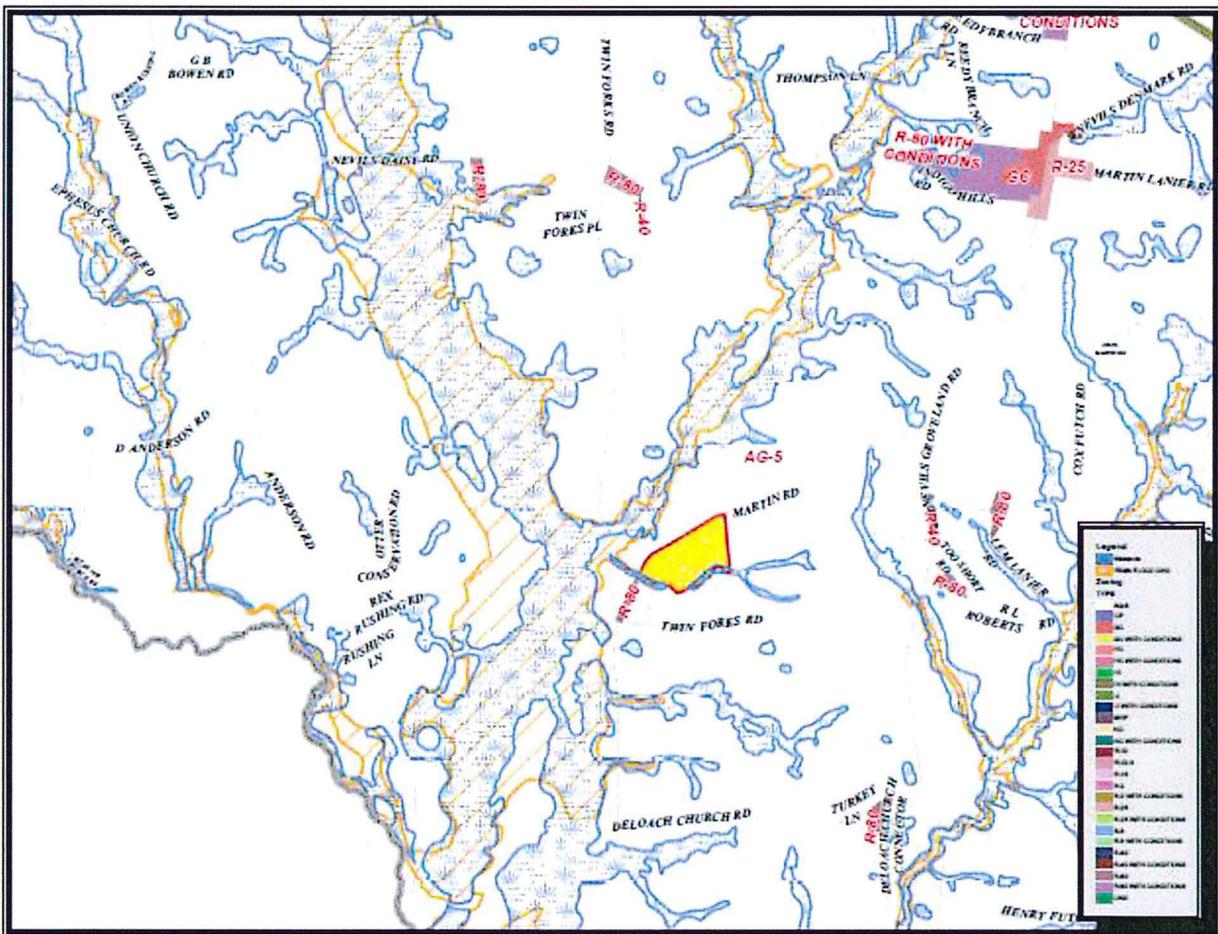
The staff recommends approval of the conditional use request with the following conditions:

### Conditions

1. There shall be a minimum 150' no-cut buffer from Martin Road to mitigate visual effects, noise and dust.
2. Mining operations shall only be conducted Monday thru Saturday, from 9:00 AM to 6:00 PM.
3. For the period of time that mining activities take place, the property owner shall install and maintain at their own expense a driveway apron consisting an appropriate drainage structure and rock-soil base approved by the County Transportation Department.

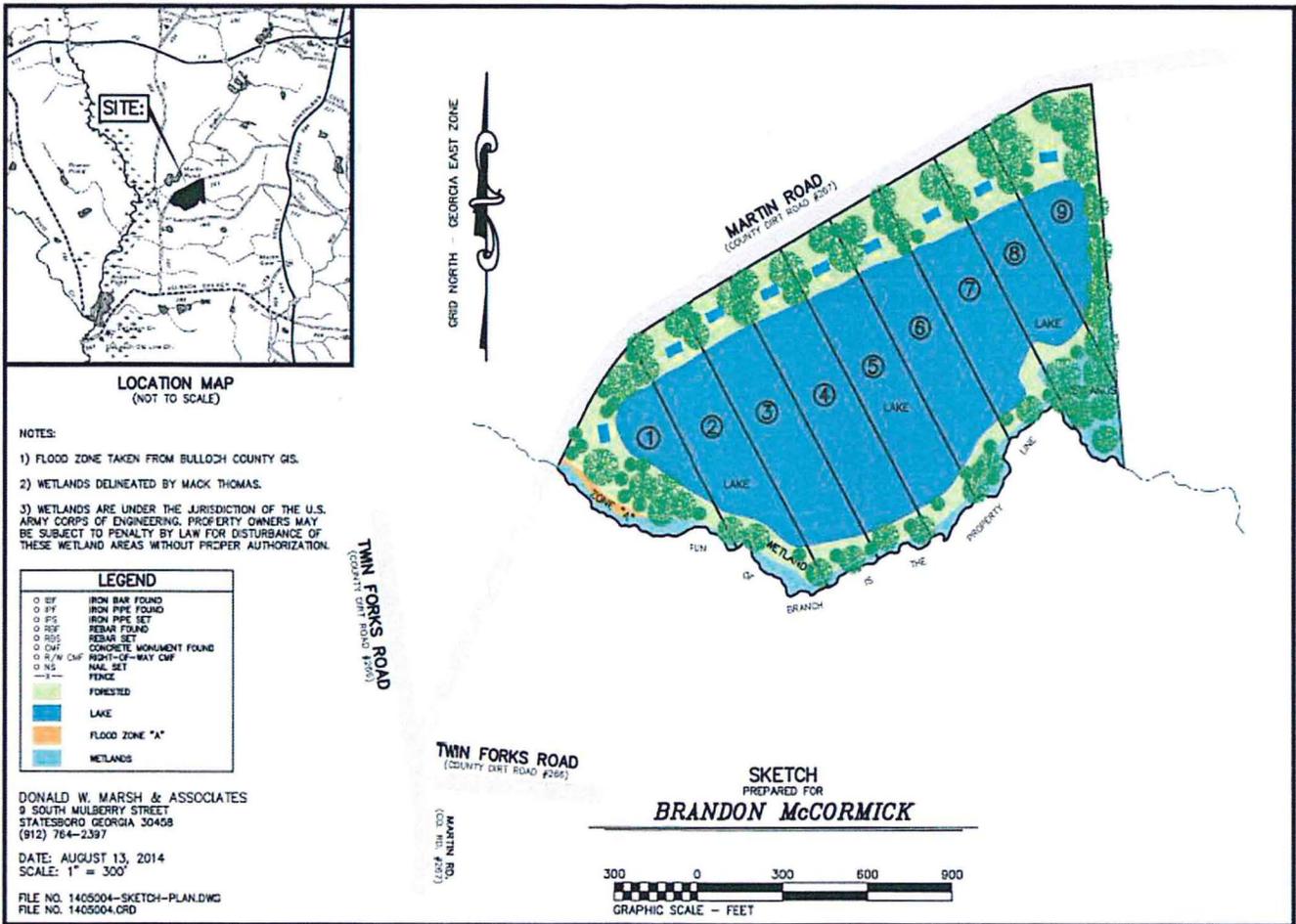
### Participants

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





# Bulloch County Departmental Review



September 15, 2014  
Statesboro, GA

### Special Called Meeting

The Board of Commissioners met for a special called meeting at 5:30 p.m. in the Community Room of the North Main Annex located at 115 North Main Street in Statesboro, Georgia. The following commissioners were present: Chairman Nevil, Commissioner Ethridge, Vice-Chairman Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson.

Chairman Nevil stated that the purpose of this special called meeting of the Board of Commissioners is to conduct a hearing concerning Ms. Christy Strickland's appeal of an adverse employment action. He stated that Attorney George Rountree will represent the employer, and Attorney Michael Classens will represent Ms. Strickland. He stated that the hearing will be conducted in accordance with the following procedures. He stated that in accordance with the Bulloch County Employee Handbook, technical rules of evidence will not apply, but all testimony will be under oath, and each party will have the opportunity to cross-examine witnesses called by the other party. He stated that Mr. Rountree will first be allowed to present evidence for the employer, Mr. Classens will then be allowed to present evidence on Ms. Strickland's behalf, and each side will be allowed the opportunity to make a brief closing argument in the same order as the presentation of evidence. He stated that at the conclusion of the closing arguments, the Board may move to enter into executive session in accordance with the provisions of Section 50-14-2(b)(2) of the Official Code of Georgia Annotated for the purpose of discussion and deliberation on this matter. He stated that if the Board chooses to enter into an executive session, as a matter of convenience to the parties, the Board will relocate to the conference room down the hall for the executive session. He stated the Board will then

return to this room to vote and render its decision in this matter. He stated that County Attorney Jeff Akins will serve as parliamentarian for the hearing and, as parliamentarian, Mr. Akins will rule on any evidentiary or other objections, and will rule on any other points of order or procedure. He stated that the parties are advised that, in accordance with the County's Personnel Policy Manual and Employee Handbook, technical rules of evidence shall not apply during the hearing and, therefore, Mr. Akins will grant both parties some leeway when it comes to technical points of evidence.

Mr. Akins stated that the witnesses needed to be sequestered and asked that all witnesses other than County Manager Tom Couch, who would be the first to testify, wait in the conference room down the hall until they were called to testify.

Attorney George Rountree submitted a spiral-bound notebook with copies of various documents tabbed as Exhibit 1 through Exhibit 12, inclusive (See Exhibit # 2014-161), and called County Manager Tom Couch as his first witness and administered the oath.

MR. ROUNTREE'S DIRECT EXAMINATION OF MR. COUCH

Mr. Rountree asked Mr. Couch if he could identify Exhibit 1. Mr. Couch identified Exhibit 1 as the section from the Employee Handbook on attendance and punctuality. In response to further questioning, Mr. Couch stated that this policy had been in effect the entire time that Ms. Strickland had been employed as clerk of the board, and that all employees had been given a copy of the policy.

Mr. Rountree asked when Ms. Strickland assumed the position of clerk of the board. Mr. Couch stated it was in November of 2012. In response to further questioning, Mr. Couch stated that Ms. Strickland previously worked for Bulloch County as a zoning technician as an hourly employee before she was promoted to clerk of the board and license administrator as a salaried

employee. Mr. Couch acknowledged that Ms. Strickland had some attendance issues in her job as zoning technician, and he stated that he met with Ms. Strickland prior to her promotion to clerk and advised her that she would have to maintain a sound attendance record and be reliably present in the new position.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 2. Mr. Couch identified Exhibit 2 as an internal memorandum dated June 14, 2013 to employees of the Finance Department concerning performance issues. He stated that he also asked some other employees in higher positions—including Ms. Strickland, Mr. Akins, Mr. Harry Starling, Mrs. Maggie Porter, and Mr. Andy Welch—to attend a meeting at which this memorandum was discussed. After noting that some of the pages of the memorandum in Exhibit 2 were missing, Mr. Couch stated that the memorandum addressed issues of conduct, attendance, and punctuality, and he wanted to emphasize that these higher level employees needed to lead by example.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 3. Mr. Couch identified Exhibit 3 as an e-mail that was sent out on April 2, 2014 to all employees that report directly to him, including Ms. Strickland. He stated that the content basically reiterated what was in the June 14, 2013 memo regarding scheduling and approving annual leave, the use of leave request forms, the timely completion and submitting of leave sheets, and further instruction concerning special situations.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 4. Mr. Couch identified Exhibit 4 as a memorandum to Ms. Strickland dated April 3, 2014. Mr. Couch stated he met with Ms. Strickland with Ms. Porter present to address concerns about the pattern and frequency of Ms. Strickland's unscheduled absences. Mr. Couch stated this was a concern directed at Ms. Strickland and was not a concern with a broader subset of employees. Mr. Couch reviewed the

contents of the April 3<sup>rd</sup> memorandum. In response to a further question from Mr. Rountree, Mr. Couch reiterated that Bulloch County's personnel policy states that three absences during a three-month period are considered excessive. Mr. Couch emphasized that the April 3<sup>rd</sup> memorandum required Ms. Strickland to immediately report any unscheduled absences, and for the next 6 months she would be required to provide a medical certification for any illness for herself within 48 hours of the absence and, if she was absent to care for a sick child, she would be required to provide a certification of the absence from the school in the same manner.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 7. Mr. Couch identified Exhibit 7 as employee absence and leave statements that are to be completed by all employees on a monthly basis and are signed by an employee's supervisor and then submitted to payroll for processing. Mr. Couch explained that the statement shows the beginning balances of paid annual and sick leave, the number of paid sick and annual leave hours accrued and taken for each month, and the ending balances for each month. He further stated that the ending balance for one month should be carried over to the next month. Mr. Couch explained that the purpose of this sheet is to accurately track the number of hours earned, hours taken, and balances for record-keeping purposes for payroll. He further explained that in January of 2014 the payroll department began showing the hours earned, hours taken, and balances on payroll stubs, but the information on the payroll stubs is still based on these absence and leave statements that the employees complete each month. Mr. Couch confirmed that the absence and leave statements in Exhibit 7 were Ms. Strickland's absence and leave statements for the calendar year 2013, which had been signed by her and by him as her supervisor. In response to Mr. Rountree's question about how Mr. Couch reviewed and determined the accuracy of the statements, Mr. Couch explained that prior to 2014 when the information began to be entered electronically, he had to

rely on accurate information being provided by the employees. Mr. Couch also stated that employees are required to attached approved leave sheets for annual leave and planned sick leave to their monthly absence and leave statements.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 8. Mr. Couch identified Exhibit 8 as Ms. Strickland's absence and leave statements for the months of January through July for calendar year 2014.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 5. Mr. Couch identified Exhibit 5 as the progressive corrective action form he prepared on August 19, 2014 for Ms. Strickland. Mr. Couch explained that the reasons for the corrective action were primarily related to her attendance issues, but there was also an issue that involved Ms. Strickland taking her child to see the nurse at the Correctional Institute to diagnose the child's rash. In regard to the latter issue, Mr. Couch explained he was concerned about her taking the child to the Correctional Institute nurse both for liability reasons and the misuse of county resources. Mr. Couch also noted there were some errors and omissions on Ms. Strickland's absence and leave statements in regard to absences that had not been recorded and in regard to incorrect balances. Mr. Couch stated the balances were not that far off until you came to Ms. Strickland's May and June statements for 2014. He pointed out that the ending balances for annual leave and sick leave in May 2014 were 104 hours and 45.5 hours respectively, and the beginning balances for annual leave and sick leave in June 2014 were 122 hours and 92.5 hours respectively.

Mr. Couch discussed Ms. Strickland's written response to the progressive corrective action form, which he identified as being immediately behind the progressive corrective action form under the tab labeled Exhibit 5. Mr. Couch stated that Ms. Strickland's explanation for the discrepancies on her absence and leave statements was that she didn't intentionally misstate

anything, that if she had misstated anything it was an oversight during a very hectic time, and that Linda Morris, the payroll and benefits coordinator, had told her that she was underreporting her annual and sick leave accruals and that she should use the balances shown on her payroll stub from the previous month to correctly recalculate her balances. Mr. Couch further stated in the progressive corrective action he had mistakenly identified June 13, 2014 as a day that Ms. Strickland was out due to her own illness and for which she failed to provide any medical certification. In Ms. Strickland's response she correctly stated that she was out June 13, 2014 because her grandmother was in hospice, and Mr. Couch acknowledged that she had so informed him and he had authorized the absence for this reason. Mr. Couch further noted that he did not take this particular absence into account in his final notice of termination to Ms. Strickland. Mr. Couch stated that in regard to Ms. Strickland's absence on July 23, 2014, she stated in her response that she was out due to her child's illness but could not provide a school excuse because school was not in session. Mr. Couch stated that he acknowledged in both his progressive corrective action and his final notice of termination that Ms. Strickland was not expected to provide a school excuse when school was not in session, but it was nonetheless considered an unscheduled absence to be counted within a three-month period as described in the personnel policy. Mr. Couch then stated that he had subsequently discovered a text message that Ms. Strickland sent to both him and Rosanna McElveen on July 23, 2014 stating that the reason she was absent that day was due to her own migraine.

Mr. Rountree asked Mr. Couch if he could identify Exhibit 6. Mr. Couch identified Exhibit 6 as the notice of termination he sent to Ms. Strickland after considering her response to his initial progressive corrective action. Pursuant to Mr. Rountree's questions, Mr. Couch discussed each of the enumerated eight points listed in the notice of termination. Mr. Couch

noted that he had previously discussed in detail the reporting discrepancy in the first point, so he did not elaborate any more on the first point. In regard to the second point, Mr. Couch stated that he acknowledged that Ms. Strickland's absence on June 13, 2014 had been informally granted, so he did not hold the June 13<sup>th</sup> absence against her. In regard to the third point, Mr. Couch noted that he had already acknowledged that a school absence report was not required since school was out of session, but it was nonetheless considered an occurrence of an unscheduled absence pursuant to the personnel policy. In regard to the fourth point, Mr. Couch stated that Ms. Strickland called in on August 11, 2014 to state she would be absent due to a child's illness, and pursuant to the April 3<sup>rd</sup> memorandum she was required to provide a school absence report within 48 hours of the occurrence. Mr. Couch further stated that Ms. Strickland did not timely provide the report, and her submission of the report at their meeting on Wednesday, August 20<sup>th</sup> did not satisfy this requirement. He also noted that in the progressive correction he stated that this constituted a third unscheduled absence within a two-month period. In regard to the fifth point, Mr. Couch stated that Ms. Strickland departed early on July 25, 2014 due to her own illness and did not provide medical certification for this absence. Mr. Couch further stated that this was considered an unscheduled absence. Mr. Couch also stated that under the personnel policy early departures, tardiness, and absences are not considered mutually exclusive. In regard to the sixth point, Mr. Couch stated that he was concerned about misuse of county resources and poor judgment when Ms. Strickland took her child to be seen by the Correctional Institute nurse during work hours. In regard to the eighth point, Mr. Couch stated that he had abated consideration of the early departure on August 8, 2014 because he could have been distracted and forgotten about Ms. Strickland having advised him of her early departure. Mr. Rountree noted that Mr. Couch had abated the incidents in the second and eighth points, and asked how

many unscheduled absences remained. Mr. Couch stated that, as noted in the notice of termination, Ms. Strickland still had four occurrences of unscheduled absence or early departure, and at least two instances of non-compliance of proper absence documentation within 48 hours as required by the April 3<sup>rd</sup> memorandum.

Mr. Rountree asked why it was important for Ms. Strickland to be at work as scheduled. Mr. Couch stated that in her position it was important for her to be reliably present to adequately fulfill her duties and responsibilities. In response to a further question from Mr. Rountree, Mr. Couch stated that when Ms. Strickland was out of work it had an impact on other employees in that the burden for assisting the public with obtaining licenses and other matters shifted to them. Mr. Couch stated that he sensed a level of frustration among both members of the public and other employees due to Ms. Strickland's absenteeism. Mr. Couch further stated that he couldn't think of any Commissioner who hadn't expressed some distress about Ms. Strickland's absences.

Mr. Rountree obtained Mr. Couch's confirmation that Ms. Strickland had three absences for the month of August on August 11<sup>th</sup>, August 12<sup>th</sup>, and August 18<sup>th</sup>. Mr. Rountree then asked Mr. Couch to turn to the last page of Exhibit 8, which Mr. Couch identified as Ms. Strickland's absence and leave statement for July of 2014. Mr. Couch stated that Ms. Strickland had an unscheduled absence shown on the statement for July 23<sup>rd</sup>. Mr. Couch also acknowledged that Ms. Strickland had an unscheduled absence on July 25<sup>th</sup> that was not listed on the statement. He further acknowledged that she conceded the July 25<sup>th</sup> absence in her response, and that this gave her two unscheduled absences for the month of July. Mr. Couch confirmed that this gave Ms. Strickland five unscheduled absences for the two-month period of July and August of 2014. In regard to Ms. Strickland's absence and leave statement for June 2014, Mr. Couch confirmed that he was not counting her absence on June 13<sup>th</sup> as unscheduled because that was the day he

authorized her absence when her grandmother was in hospice care. Mr. Couch stated that this gave Ms. Strickland five unscheduled absences for the three-month period from June 2014 through August 2014, and that the personnel policy provides that three absences within a three-month period are considered excessive. In regard to the month of May 2014, Mr. Couch noted that Ms. Strickland had a partial day sick absence on May 5<sup>th</sup> and a whole day sick absence on May 30<sup>th</sup>. Mr. Couch acknowledged that this gave her four unscheduled absences for the three-month period beginning with May and ending with July. In regard to the month of April 2014, Mr. Couch noted that Ms. Strickland had a sick day absence on April 23<sup>rd</sup>. Mr. Couch acknowledged that this gave her three unscheduled absences for the three-month period beginning with April and ending with June. In regard to the month of March 2014, Mr. Couch noted that Ms. Strickland had sick day absences on March 24<sup>th</sup> and March 26<sup>th</sup>. Mr. Couch acknowledged that this gave her five unscheduled absences for the three-month period beginning in March 2014 and ending in May 2014. Mr. Couch stated that he had imposed the requirement of providing medical certifications when he gave Ms. Strickland the memo in April, but she had only provided two medical certifications since being presented with the memo.

Mr. Rountree asked Mr. Couch what level of confidence he had in the accuracy of Ms. Strickland's absence and leave statements. Mr. Couch stated that his major concern was May, June, and July because it appears that these statements had errors that were not corrected.

Mr. Rountree concluded his direct examination of Mr. Couch.

#### MR. CLASSENS'S CROSS-EXAMINATION OF MR. COUCH

Mr. Classens referred Mr. Couch to Exhibit 6, which was the notice of termination dated August 22, 2014. Mr. Classens referenced the first enumerated paragraph in the notice of termination, which discussed the reporting discrepancy for the annual and sick leave balances on

Ms. Strickland's absence and leave statements. Mr. Classens then referred to the first page of Exhibit 7, which was Ms. Strickland's absence and leave statement for January 2013, and asked if it could be assumed that Ms. Strickland's beginning annual and sick leave balances were correct on her absence and leave statement for January 2013. Mr. Couch confirmed that it could be assumed the beginning balances were correct as of January 2013. Mr. Classens then established through a series of questions that from January 2013 forward Ms. Strickland was entitled to accrue 10 hours of annual leave and 10 hours of sick leave per month. Mr. Classens then established that on the April 2013 statement Ms. Strickland stated an ending sick leave balance of 8.5 hours when mathematically it should have been 18.5 hours. Mr. Classens then established that on the January 2014 statement Ms. Strickland stated an ending annual leave balance of 80 hours when it should have been 76 hours and an ending sick leave balance of 32.5 hours when it should have been 42.5 hours. Mr. Classens then established that Ms. Strickland's February 2014 statement corrected the previous month's errors by stating beginning balances of 76 hours for annual leave and 42.5 hours for sick leave. Mr. Classens then established that Ms. Strickland's calculations of her annual and sick leave balances through and including her May 2014 statement were mathematically correct, except for the 10 hours of sick leave that she had shorted herself in April 2013. Mr. Classens then noted that the beginning balances on Ms. Strickland's June 2014 statement were 122 hours for annual leave and 92.5 hours for sick leave, which were higher than the ending balances on her May 2014 statement of 104 hours for annual leave and 45.5 hours for sick leave. Mr. Classens stated that in Ms. Strickland's response she stated that Payroll Clerk Linda Morris told her to use the annual and sick leave balances on her pay stub, and that was the reason for the higher beginning balances in June 2014. Mr. Classens produced a document he identified as Ms. Strickland's pay stub dated May 27, 2014 (not

submitted as an exhibit) that showed an annual leave balance of 102 hours and a sick leave balance of 72.5 hours. Mr. Classens then produced a document entitled Leave History Report by Employee Name dated May 31, 2014 (not submitted as an exhibit) which showed Ms. Strickland having an annual leave balance of 112 hours and a sick leave balance of 69.5 hours. Mr. Classens then referred to Exhibit 9, which was the Leave History Report by Employee Name for Ms. Strickland dated August 26, 2014, and established that this document shows Ms. Strickland having 114 hours of annual leave and 47.5 hours of sick leave at the end of June 2014. Mr. Classens pointed out that these balances on the Leave History Report for the end of June 2014 corresponded with what the balances on Ms. Strickland's absence and leave statement should have been at the end of June 2014 based on the ending balances listed on her May 2014 statement. Mr. Classens then noted that the beginning balances of 122 hours of annual leave and 92.5 hours of sick leave on Ms. Strickland's June 2014 statement did not correspond to any other numbers previously discussed. Mr. Classens then produced a document he identified as Ms. Strickland's pay stub dated August 3, 2014 (not submitted as an exhibit) and pointed out that this pay stub showed balances of 132 hours for annual leave and 94.5 hours for sick leave. Mr. Classens asked Mr. Couch if these were the exact same balances shown on Ms. Strickland's absence and leave statement for July 2014. Mr. Couch confirmed that the balances were the same. Mr. Classens pointed out that there were at least four different sources of documents that showed four different leave balances, and that Ms. Strickland was simply trying to follow the instructions she had been given by Mrs. Morris when she changed the leave balances on her June 2014 statement.

Mr. Classens referenced the second enumerated paragraph in the notice of termination and obtained Mr. Couch's confirmation that he did not consider Ms. Strickland's absence on June 13, 2014 in making his final decision to terminate her employment.

Mr. Classens referenced the third enumerated paragraph in the notice of termination and asked Mr. Couch if Ms. Strickland notified him on July 23, 2014 that she would be absent due to her child's illness. Mr. Couch stated that he thought she did, but after issuing the notice of termination he discovered a text message that Ms. Strickland had sent on that day to both him and Rosanna McElveen stating that she would be absent due to her own migraine headache. Mr. Classens asked Mr. Couch if he disputed that Ms. Strickland's child had a cyst on her brain, and Mr. Couch said he had taken Ms. Strickland at her word that her child has a cyst on her brain. Mr. Classens then referred to Exhibit 3, which was an e-mail Mr. Couch sent to employees on April 2, 2014 regarding notice for annual and scheduled sick leave, and asked Mr. Couch several questions about what kind of notice would be acceptable in different situations.

Mr. Classens referenced the fourth enumerated paragraph in the notice of termination, and pointed out that the requirement for Ms. Strickland to submit a school absence report within 48 hours was different than what was in the regular policy. Mr. Couch admitted that it was different, but stated that it was consistent with the requirement he had imposed on Ms. Strickland in the April 3<sup>rd</sup> memo.

Mr. Classens referenced a doctor's excuse from Dr. Michael Deal with East Georgia Pediatrics, which he showed Mr. Couch, and stated that this was in reference to the incident involving the Correctional Institute nurse on August 12, 2014 described in the sixth enumerated paragraph in the notice of termination. Mr. Classens asked Mr. Couch if he knew that the nurse took one look at the child and immediately told Ms. Strickland to take her to the doctor. Mr.

Couch said he read that in her response. Mr. Classens pointed out that based on Ms. Strickland's statement she worked 8 hours on August 12<sup>th</sup> because, after taking her child to the doctor, she came back at 11:00 a.m. and worked until 6:45 p.m. without taking a lunch break because there was a meeting that night. Mr. Couch admitted that he had nothing to refute Ms. Strickland's statement that she worked 8 hours on August 12<sup>th</sup>. Mr. Classens asked if the August 12<sup>th</sup> incident had anything to do with Ms. Strickland's termination. Mr. Couch stated that at first he considered it to be an attendance issue, but after Ms. Strickland's response he became more concerned about the misuse of County resources. Mr. Classens asked if eating lunch at the Correctional Institute without paying for it would be a misuse of County resources and if anybody had ever done that. Mr. Couch replied that he thought it would be a misuse of County resources, but he wasn't aware of anyone having done so. Mr. Classens asked Mr. Couch if he had ever eaten lunch at the Correctional Institute. Mr. Couch stated that he done so on special occasions that were authorized, such as Christmas luncheons and other special events. Mr. Classens asked Mr. Couch if he was aware that Ms. Strickland had taken her child to the doctor on August 12<sup>th</sup>. Mr. Couch stated he was aware of it, but that she had never presented him with the doctor's excuse that Mr. Classens had referenced. Mr. Classens stated that Mr. Couch had complained about Ms. Strickland bringing her sick child to work, but that he had also complained about her staying home with a sick child. Mr. Classens asked which she should do—stay home with a sick child or bring a sick child to work? Mr. Couch stated that he was aware that she had her child at work, but he had not complained about it, and that if she had provided a doctor's excuse for staying home with a sick child, then it would not be an attendance issue.

Mr. Classens referenced the seventh enumerated paragraph in the notice of termination regarding Ms. Strickland's early departure on August 18, 2014. Mr. Classens stated that according to Ms. Strickland's response she left at 1:00 p.m. to take her mother to the doctor, and he asked Mr. Couch if he was aware of her plans to do that. Mr. Couch stated that he became aware of it shortly after she sent him an e-mail about it around 10:19 a.m. Mr. Classens made the point that other relatives who might have been able to take Ms. Strickland's mother to the doctor were not available to do so on that day.

Mr. Classens referenced the eighth enumerated paragraph in the notice of termination regarding Ms. Strickland's early departure on August 8<sup>th</sup> and confirmed that Mr. Couch did not consider it when making his final decision to terminate her employment.

Mr. Classens reviewed the absences and early departures in the notice of termination. He stated that Ms. Strickland was home with a sick child on July 23<sup>th</sup> and on August 11<sup>th</sup>, and she provided a school excuse and doctor's excuse, but it was too late from Mr. Couch's perspective. Mr. Couch confirmed this was correct. Mr. Classens then referenced Ms. Strickland's early departure on July 25<sup>th</sup> due to her own illness. He noted that her co-workers wanted her to go home so they wouldn't catch whatever she had, and she sent Mr. Couch an e-mail notifying him that she was going home because she didn't want to disturb him in a meeting. Mr. Classens stated that Ms. Strickland went home and self-medicated instead of going to the doctor, and he asked Mr. Couch whether employees have to go to the doctor every time they are sick. He asked how Ms. Strickland could produce a doctor's excuse when she didn't go to the doctor, and yet she was clearly sick. Mr. Couch explained that under the circumstances of the April 3<sup>rd</sup> memo, Ms. Strickland understood that she needed to get a medical excuse for an absence due to sickness, and the reason for this was because of her pattern of excessive absenteeism. Mr.

Classens made the point that despite Ms. Strickland's alleged excessive absenteeism, she still had almost a month of accrued paid annual and sick leave combined. Mr. Classens asserted that an employee accrues that much paid leave by being a good soldier and showing up for work most of the time, and that a number of unusual events—such as her grandmother dying, her mother getting injured, and her child having a cyst on her brain—had occurred in the last few months.

Mr. Classens asked Mr. Couch to confirm his earlier statement that every single member of the Board of Commissioners had expressed concerns to him about Ms. Strickland. Mr. Couch confirmed that all the Commissioners had expressed concerns to him about Ms. Strickland, either directly, indirectly and informally, or sometimes formally.

Mr. Classens reviewed Ms. Strickland's job duties. He asked Mr. Couch to confirm that Ms. Strickland had never missed a meeting of the Board of Commissioners, Planning and Zoning Commission, or the Airport Committee. Mr. Couch confirmed that, to the best of his knowledge, she had not missed any meetings other than the Planning and Zoning Commission meeting when she went to be with her grandmother in hospice. Mr. Classens stated that Ms. Strickland had put in the requisite number of hours and went through some issues with Mr. Couch regarding exempt salaried employees under the Fair Labor Standards Act and comp time for salaried employees who worked late.

Mr. Classens referenced Exhibit 2, which was an internal memorandum dated June 14, 2013 from Mr. Couch to employees in the finance department. Mr. Classens asked Mr. Couch if he had created any documented internal control policies. Mr. Couch replied that he had not personally created any such policies. Mr. Classens asked Mr. Couch if he had any method for reporting or coordinating with departments on the purchasing and receipt of goods or taking

inventory. Mr. Couch replied that the County had purchasing policies that covered this. Mr. Classens pointed out that Mr. Couch's memo stated there was no reporting or coordination with operating departments on the receipt of goods, and asked Mr. Couch if he had done anything about this since then. Mr. Couch replied that he had instructed the purchasing manager to be more attentive to these issues. Mr. Classens asked Mr. Couch if he had created a policy to deal with this, and Mr. Couch replied that he would rely on the chief financial officer to create such a policy, but that to his knowledge such a policy had not been created. Mr. Classens asked Mr. Couch if he had created a spend analysis to identify opportunities to bundle goods or commodities. Mr. Couch replied that he was on the verge of doing so because he wanted to instruct the purchasing manager to consult with operating departments about such opportunities. Mr. Classens asked Mr. Couch if there was any contract administration function. Mr. Couch replied that within the last year the County has been establishing and improving contract administration. Mr. Classens asked Mr. Couch if he had filled the vacant position of accounting director/chief accountant. Mr. Couch replied that the position had been filled. Mr. Classens then made reference to the sick leave policy recited in the memo and asked Mr. Couch if he had come up with a special requirement applicable only to Ms. Strickland that required her to provide a medical certification whenever she was absent due to illness. Mr. Couch replied that he had imposed this requirement on Ms. Strickland because of her special circumstances. Mr. Classens asked if there were any provisions in the personnel policy that would limit Mr. Couch's discretion to impose such special requirements. After reviewing the policy, Mr. Couch replied that he did not find any limitations. Mr. Classens then asked if it was true that Mr. Couch had unbridled discretion in imposing such special requirements. Mr. Couch replied that he didn't

think his discretion was unbridled, but he did think he had reasonable discretion, and he attempted to exercise reasonable discretion in imposing such special requirements.

Mr. Classens asked if Mr. Couch was Ms. Strickland's direct supervisor, and Mr. Couch responded affirmatively. Mr. Classens asked if it was Mr. Couch's responsibility to complete Ms. Strickland's annual performance evaluations, and Mr. Couch responded affirmatively. Mr. Classens asked if Mr. Couch had done annual performance evaluations of Ms. Strickland in 2013 and 2014, and Mr. Couch replied that he had not. Mr. Classens asked if Mr. Couch had done any performance evaluations for any other department heads for 2013 and 2014, and Mr. Couch replied that he had not. Mr. Classens asked Mr. Couch if department heads who failed to do annual performance evaluations for employees under their supervision would be violating policy. Mr. Couch replied that he didn't think there was a requirement for annual performance evaluations, particularly unless there is a merit raise attached to it, but he didn't think evaluations had been done since fiscal year 2013, which would have included portions of calendar years 2012 and 2013. Mr. Classens asked Mr. Couch that if he told him that the policy required annual performance evaluations in connection with merit raises, would Mr. Couch really want to argue with him about that. Mr. Couch replied that he wasn't here to argue.

Mr. Classens concluded his cross-examination of Mr. Couch.

#### MR. ROUNTREE'S REDIRECT EXAMINATION OF MR. COUCH

Mr. Rountree showed Mr. Couch a copy of the employee handbook and asked him to turn to page 30 and read the last paragraph. Mr. Couch read the paragraph as follows: "A medical certification signed by a licensed physician may be required to substantiate time off due to sickness for an absence of three or more consecutive work days or when absences occur frequently." Mr. Rountree asked Mr. Couch for his opinion about what made this paragraph

applicable to Ms Strickland's case. Mr. Couch replied that it was the frequency of Ms. Strickland's absences. In response to further questions from Mr. Rountree, Mr. Couch confirmed that this paragraph authorized him to require a medical certification from Ms. Strickland for an absence and that he had imposed that requirement in April of 2014. Mr. Couch further stated that since April of 2014, Ms. Strickland had numerous absences and had only furnished one, or at the most two, medical certifications.

Mr. Rountree referred Mr. Couch to the provision about bereavement leave on page 32 of the employee handbook and asked who was eligible for bereavement leave. Mr. Couch replied that full-time and probationary employees being evaluated for full-time positions are eligible for up to 24 hours of bereavement leave. In response to further questions from Mr. Rountree, Mr. Couch confirmed that he granted Ms. Strickland 24 hours of bereavement leave for the death of her grandmother, and that this was the maximum amount allowed by the handbook. Mr. Rountree asked if the handbook provided that bereavement leave was available for deaths in the employee's "immediate family," and Mr. Couch confirmed that was correct. Mr. Rountree then referred Mr. Couch to page 29 of the handbook and asked him to read the definition of "Immediate Family" in the middle of the page. Mr. Couch read the definition of "Immediate Family" as follows: "Immediate Family includes your spouse, child, parent, brother, sister, grandchild or similar in-law or step-family relationship, or other relative living in your household." Mr. Rountree asked if a grandmother was included in that definition, and Mr. Couch replied that it did not specifically include a grandmother. Mr. Rountree asked Mr. Couch to confirm that, even though Ms. Strickland was arguably not entitled to any bereavement leave under that definition, he nonetheless allowed her to take the maximum amount of bereavement leave stated in the handbook. Mr. Couch confirmed that was correct, and that the 24 hours of

bereavement leave was not counted against Ms. Strickland in the decision to terminate her employment.

Mr. Rountree asked Mr. Couch if the policy provided for employees to have sick leave. Mr. Couch replied in the affirmative. In response to further questions from Mr. Rountree, Mr. Couch confirmed that the policy has limits stating that employees who miss over 3 days within a 90-day period are in violation. Mr. Couch further confirmed that those two policies are consistent, and that just because you enforce the misuse of sick leave doesn't mean you're opposed to people being absent when they are legitimately sick.

Mr. Rountree referred to the previous discussion with Mr. Classens regarding mathematical calculations of leave accruals. Mr. Rountree then confirmed with Mr. Couch that Linda Morris was the employee in charge of maintaining that data. Mr. Rountree asked Mr. Couch if Mrs. Morris's knowledge of leave accrual and pay stub documentation would be better than his. Mr. Couch replied that her knowledge would be better than his because she works with it on a daily basis.

Mr. Rountree concluded his redirect examination of Mr. Couch.

Mr. Rountree called Linda Morris as his next witness and administered the oath.

MR. ROUNTREE'S DIRECT EXAMINATION OF MRS. MORRIS

Mr. Rountree asked Mrs. Morris her job title, and she replied that she was the payroll and benefits coordinator. In response to further questions from Mr. Rountree, Mrs. Morris confirmed that employee annual leave and sick leave were part of the benefits she managed.

Mr. Rountree referred Mrs. Morris to Exhibit 9 and asked if she could identify it. Mrs. Morris identified Exhibit 9 as a leave history report for Ms. Strickland going back to the beginning balance as of the first of January. Mrs. Morris explained that the leave history report

shows any leave dates that the employee puts on his or her statement, and it shows the amounts earned and used at the end of every month. She stated that Ms. Strickland accumulated annual and sick leave at the rate of 10 hours per month, and that the accumulation always occurs on the last day of the month. Mrs. Morris explained that she inputs the hours of leave an employee takes each month based on his or her absence and leave statement, but the computer actually calculates the accumulations and balances based on how long the employee has been employed. Mr. Rountree referred Mrs. Morris to Exhibits 7 and 8 and asked if those were examples of the absence and leave statements to which she was referring, and Mrs. Morris replied affirmatively.

Mr. Rountree asked if any of this information showed up on a pay stub. Mrs. Morris replied that it would show up on a pay stub, but the information would be a month behind for salaried employees. In response to further questions from Mr. Rountree, Mrs. Morris explained that the reason for this is because hourly employees turn their hours in every two weeks, but she does not receive the absence and leave statements for salaried employees until after the end of the month. Mrs. Morris further explained that the accumulation does not occur until the last day of the month, so salaried employees are always a month behind because the payroll period ends before the last day of the month. Mrs. Morris stated that the employees understood this and knew that their most current information regarding their leave accumulations and balances would be on the absence and leave statements that they complete and not on their pay stubs.

Mr. Rountree asked if Ms. Strickland was aware that the information on her pay stub was not correct, and Mrs. Morris replied that she should have been aware of it because all salaried employees understood that they couldn't go by the information about leave hours on their pay stub. In response to further questions from Mr. Rountree, Mrs. Morris stated that Ms. Strickland

came to her at one point and said she wanted to talk about her leave hours, but this was during open enrollment and Ms. Morris was too busy to talk about it. Mrs. Morris said she went to talk to Ms. Strickland about it later, but at that time Ms. Strickland was too busy with occupational tax certificates to talk about it. Mrs. Morris stated that they were never able to get together and discuss it.

Mr. Rountree asked Mrs. Morris if she ever advised Ms. Strickland in May of 2014 to change the hours on her absence and leave statement to match the hours on her pay stub. Mrs. Morris replied that she did not, and that she couldn't have told Ms. Strickland to do that because it would have been incorrect because she had not yet gotten her May hours.

Mr. Rountree concluded his direct examination of Mrs. Morris.

MR. CLASSENS'S CROSS-EXAMINATION OF MRS. MORRIS

Mr. Classens referred Mrs. Morris to Exhibit 9, and asked her to confirm that it was mathematically accurate. Mrs. Morris confirmed that it was mathematically accurate. In response to further questions from Mr. Classens, Mrs. Morris confirmed that she inputs the leave hours used based on the absence and leave statement completed by the employee.

Mr. Classens asked Mrs. Morris when she started in the position of payroll and benefits coordinator. Mrs. Morris replied that she began in this position in November of 2013 when the previous person retired. In response to further questions from Mr. Classens, Mrs. Morris confirmed that she did not change any of the information that existed prior to November 2013 but merely added to it. Mrs. Morris confirmed that employees like Ms. Strickland that had between 5 and 15 years of employment accrued annual and sick leave at 10 hours per month.

Mr. Classens asked Mrs. Morris if she reviewed the absence and leave statements. Mrs. Morris replied that she did not review them, but she just puts in the hours the employees show on

their statements and the computer automatically accumulates them. In response to further questions from Mr. Classens, Mrs. Morris stated that the process of including leave hours on pay stubs began in February of 2014, and that since then a number of salaried employees had come to her asking why the hours on the pay stubs were different from the hours on their absence and leave statements. Mrs. Morris stated that Ms. Strickland came to her about her leave hours during open enrollment, which would have been sometime in May or June 2014, and just said I need to get together with you about my time. Mrs. Morris confirmed that this was the first time Ms. Strickland had approached her about this matter.

Mr. Classens concluded his cross-examination of Mrs. Morris.

Mr. Rountree called Rosanna McElveen as his next witness and administered the oath.

MR. ROUNTREE'S DIRECT EXAMINATION OF MRS. MCELVEEN

In response to questions from Mr. Rountree, Mrs. McElveen introduced herself and stated she had worked in the main lobby as an Accounting Technician II for 3 months. Mrs. McElveen described her daily work as involving work for finance and accounting, helping some with occupational tax certificates, and helping customers who come into the lobby. Mrs. McElveen stated that she would try to help the Clerk of the Board with business licenses by answering questions to the best of her ability and taking payments. She stated that she had a receipt book that documented the payments she had accepted for business licenses. Mr. Rountree asked if there were any days when Mrs. McElveen took in an unusual number of payments for occupational tax certificates. Mrs. McElveen replied that there were a couple of days, but the one that stood out the most was June 30<sup>th</sup>, which was the date renewals were due for the fiscal year. Mrs. McElveen identified five receipts for occupational tax certificate payments that she accepted on June 30<sup>th</sup> and stated that this was an unusually large number of payments for her to

accept in one day. She further stated that if Ms. Strickland was at work she would not have accepted the payments but would have sent the customers to Ms. Strickland to make payments. Mr. Rountree asked Mrs. McElveen if, based on her recollection and the number of payments she took on June 30<sup>th</sup>, she could draw any conclusion about whether Ms. Strickland was absent from work on that day. Mrs. McElveen stated that she kind of felt like Ms. Strickland was absent that day, but she wasn't 100% sure because she didn't document when Ms. Strickland was present and absent, but it seemed like a large number of payments for her to have accepted if Ms. Strickland had been present. Mr. Rountree asked if there were any other days when Mrs. McElveen thought that Ms. Strickland might have been absent from work. Mrs. McElveen stated that her receipt book showed that she had accepted four payments on June 23<sup>rd</sup> and five payments on June 24<sup>th</sup>, and she thought that this appeared to indicate that Ms. Strickland was absent on those days.

Mr. Rountree asked Mrs. McElveen if she ever received any text messages from Ms. Strickland regarding her absence from work. Mrs. McElveen replied that she had. In response to further questions from Mr. Rountree, Mrs. McElveen stated that she had received a text message from Ms. Strickland on July 23<sup>rd</sup> at 7:12 a.m. that was sent to her and Mr. Couch in a group text. Mrs. McElveen read the text message from Ms. Strickland as follows: "I have been fighting a migraine since yesterday. It is now to the throwing up stage, so I can't keep any medicine in me. Hopefully it will ease off soon so I can come on in, but I will let you know. I am so sorry. I hate these things."

Mr. Rountree concluded his direct examination of Mrs. McElveen.

MR. CLASSENS'S CROSS-EXAMINATION OF MRS. MCELVEEN

Mr. Classens asked Mrs. McElveen to confirm that occupational tax certificate renewals were due on June 30<sup>th</sup>. Mrs. McElveen stated that was correct. Mr. Classens asked if most of the businesses waited until the last minute to come in to renew their occupational tax certificates. Mrs. McElveen replied that some waited until the last minute to come in, and that some mailed in their renewals. In response to further questions from Mr. Classens, Mrs. McElveen explained that the receipts were for people who actually came in. Mrs. McElveen stated that she and Ms. Strickland worked in the same area of the main lobby, but that Ms. Strickland had her own separate office. Mrs. McElveen confirmed that she and two other employees besides Ms. Strickland used the receipt book in her possession to document payments they had received for occupational tax certificate renewals. Mrs. McElveen confirmed Ms. Strickland also received payments for occupational tax certificate renewals and documented her payments in some way other than the receipt book used by Mrs. McElveen.

Mr. Classens asked Mrs. McElveen if she was responsible for keeping track of Ms. Strickland's whereabouts, and Mrs. McElveen replied that she was not. In response to a further question from Mr. Classens, Mrs. McElveen confirmed that she wasn't sure if Ms. Strickland was present or absent from work on June 23<sup>rd</sup>, June 24<sup>th</sup>, June 30<sup>th</sup> or any other day.

Mr. Classens concluded his cross-examination of Mrs. McElveen.

Mr. Rountree called Maggie Porter as his final witness and administered the oath.

MR. ROUNTREE'S DIRECT EXAMINATION OF MRS. PORTER

Mr. Rountree asked Mrs. Porter what was her job title. Mrs. Porter replied that she was human resources director. In response to further questions from Mr. Rountree, Mrs. Porter stated that she had taken over some of Ms. Strickland's job duties, utilized her office on a daily basis, and had access to Ms. Strickland's computer.

Mr. Rountree referred Mrs. Porter to Exhibit 10 and asked if she could identify it. Mrs. Porter identified Exhibit 10 as a printout of a file on Ms. Strickland's desktop that was in a folder named "Time Sheets" and was for 2013.

Mr. Classens objected to Exhibit 10 on the grounds that the termination notice was based on Ms. Strickland's absences in 2014, and therefore any absences in 2013 were irrelevant.

Mr. Akins asked Mr. Rountree if he could explain the relevance of Exhibit 10.

Mr. Rountree responded that Exhibit 10 was relevant because it would show that according to Ms. Strickland's own records on her computer she missed many more days than what was listed on her absence and leave statements in 2013. Mr. Rountree stated that Exhibit 10 would go to the issue of Ms. Strickland's attendance and would show that her attendance was very irregular, and it would also go to the quality of her documentation to show that it was inaccurate. Mr. Rountree argued that this was very relevant, even though it was not specifically mentioned in Mr. Couch's notice of termination, because it goes to the same reasons for Ms. Strickland's termination and the Commissioners should have the full picture in making their decision.

Mr. Classens responded that a proper foundation could not be laid for Exhibit 10 because it was not an official record but was some sort of calendar that had been found on Ms. Strickland's computer and could have been altered by anyone. Mr. Classens stated that the absence and leave statements that had been signed and that covered this same period were the official record, and there was no way of knowing what the purpose of Exhibit 10 was or to establish whether it had any accuracy.

Mr. Akins responded that technical rules of evidence did not apply, and that Exhibit 10 sounded like it might have some relevancy since Mrs. Porter had testified that she found it on

Ms. Strickland's computer. Mr. Akins stated that the Board could decide what weight, if any, to give Exhibit 10. Mr. Classens stated that he would except to that ruling, and Mr. Akins duly noted the exception.

Mr. Rountree continued his direct examination of Mrs. Porter and asked her if she had compared the time sheets she found on Ms. Strickland's computer to the absence and leave statements that Ms. Strickland had turned in. Mrs. Porter replied that she had compared them. In response to further questions from Mr. Rountree, Mrs. Porter stated that she had found some dates on the time sheets that were not listed on the absence and leave statements. Mr. Rountree took Mrs. Porter through a month-by-month comparison for 2013 between the time sheets on Ms. Strickland's computer and the absence and leave statements Ms. Strickland had turned in.

Mr. Rountree showed Mrs. Porter a booklet and asked if she could identify it. Mrs. Porter identified it as the 2013 desk calendar of Ruby Hunter, a former Bulloch County employee. Mrs. Porter stated that Mrs. Hunter left the calendar behind when her employment was terminated. Mr. Rountree referred Mrs. Porter to the date of June 20, 2013 on Mrs. Hunter's calendar and asked if there was any kind of note for that day. Mrs. Porter said there was a note that "Christy left about 1:10." Mr. Rountree asked Mrs. Porter if Ms. Strickland's absence and leave statement for June 20, 2013 showed that she was out that day. Mrs. Porter said that it did not. Mr. Rountree referred Mrs. Porter to the date of July 8, 2013 on Mrs. Hunter's calendar and asked if there was an entry for that date. Mrs. Porter said there was an entry stating "Christy out." Mr. Rountree asked Mrs. Porter if Ms. Strickland's absence and leave statement for July 8, 2013 shows that she was out that day. Mrs. Porter said that it did not.

Mr. Rountree concluded his direct examination of Mrs. Porter.

MR. CLASSENS'S CROSS-EXAMINATION OF MRS. PORTER

Mr. Classens asked Mrs. Porter if Mrs. Hunter was still employed with Bulloch County, and Mrs. Porter replied that she was not. Mr. Classens asked Mrs. Porter if it was Mrs. Hunter's job to keep track of Ms. Strickland, and Mrs. Porter replied that it was not her job. Mr. Classens referred to the June 20<sup>th</sup> date on Mrs. Hunter's calendar with the note that Christy left about 1:10. Mr. Classens then referred Mrs. Porter to the June 20<sup>th</sup> date on the time sheets she had found on Ms. Strickland's computer and asked if the notations there suggested that Ms. Strickland left at 1:30 on June 20<sup>th</sup>, 2013. Mrs. Porter replied affirmatively.

Mr. Classens referred Mrs. Porter to the time sheet for June 2013 that was on Ms. Strickland's computer. He stated there appeared to be 20 work days for the month of June, and he read off the total number of hours listed for each day. Mr. Classens asked Mrs. Porter if she was familiar with Bulloch County's comp time policy. Mrs. Porter stated that there was a comp time policy for hourly employees, but that salaried employees did not get comp time. Mr. Classens asked Mrs. Porter if she was aware of any policy changes department by department where a department head would informally allow employees who work over to leave early, and Mrs. Porter replied affirmatively. Mr. Classens referred to Exhibit 3 and asked Mrs. Porter if she had received this e-mail dated April 2, 2014, and Mrs. Porter replied affirmatively. Mr. Classens referred to the last paragraph of Exhibit 3, which discusses taking time off to compensate for extra time worked above 40 hours in a week, and asked Mrs. Porter if this was only talking about hourly employees. Mrs. Porter replied that the paragraph itself stated it was directed to exempt salaried employees.

Mr. Classens referred Mrs. Porter to Exhibit 10 and asked her if, in reviewing the time sheets she found on Ms. Strickland's computer, she was confident that Ms. Strickland had worked a full month's hours each month, and Mrs. Porter replied affirmatively.

Mr. Classens concluded his cross-examination of Mrs. Porter.

Mr. Classens did not call any witnesses or present any additional evidence.

MR. ROUNTREE'S CLOSING ARGUMENT

Mr. Rountree referred to Exhibit 12, and stated that the days shown in green on this calendar for 2014 are the days Ms. Strickland acknowledges she was out, and the days shown in red are the days in June she was most likely out because of tax receipts by others. Mr. Rountree went through the calendar and pointed out that Ms. Strickland's absences exceeded three days in several three-month periods, which is in excess of the absences allowed by the policy. Mr. Rountree referred to Exhibit 11, which he indicated was a calendar for 2013 depicting Ms. Strickland's absences that included her private records found on her computer. Mr. Rountree noted that no private records for Ms. Strickland had been found for calendar year 2014. Mr. Rountree pointed out that Ms. Strickland's unofficial absences in her private records for calendar year 2013, which were shown in red on Exhibit 11, far exceeded her official absences shown in green. Mr. Rountree stated that if Ms. Strickland followed a similar pattern in 2014, for which her private records had not been found, then her acknowledged breach of the three-day rule for 2014 would have actually been much worse. Mr. Rountree stated that this was a violation of the policy that continued even after it had been brought to her attention by Mr. Couch, and this justified the termination of her employment. Mr. Rountree further stated that the inconsistency between her officially acknowledged absences and the absences shown on her private computer entries for calendar year 2013 makes all of her records suspect, and this is another basis for being leery of bringing her back.

Mr. Rountree stated that her accrued paid leave on her absence and leave statement for June 2014 in essence doubled from the ending balance for the previous month, and had this not

been caught it would have resulted in her having accrued paid leave that she had not earned. He stated that Ms. Strickland's explanation was that she was told to do this, but the person who allegedly told her this testified that she did not tell her this and had in fact made quite the contrary clear.

Mr. Rountree stated that Ms. Strickland acknowledged using a nurse at the Correctional Institute. He stated that this was not appropriate for a County employee to use County resources, and that Mr. Couch took this into account in his decision to terminate Ms. Strickland's employment.

Mr. Rountree stated that perhaps most egregious was Ms. Strickland's outright refusal to submit any medical authorization for herself or her child. Mr. Rountree stated that only two medical authorizations had been submitted for the entire period of Ms. Strickland's absences that had been reviewed, despite Mr. Couch's written requirement that she submit medical authorizations. Mr. Rountree pointed out that the employee policy authorized Mr. Couch to impose this requirement. Mr. Rountree stated that Ms. Strickland's refusal to comply with this requirement was downright insubordination and was justification for the termination of her employment.

Mr. Rountree stated that it was clear that the termination of Ms. Strickland's employment was justified, and that it was appropriate for the Board of Commissioners to support Mr. Couch's decision.

Mr. Rountree concluded his closing argument.

#### MR. CLASSENS'S CLOSING ARGUMENT

Mr. Classens stated that Mr. Couch's termination notice dated August 22, 2014 listed eight specific reasons why he was terminating Ms. Strickland's employment, and that there was

nothing about calendar year 2013, Mrs. Hunter's desk calendar, or the ramblings on a computer. Mr. Classens stated that if you have to go back to 2013 to try and support Mr. Couch's decision, then it is essentially an admission that the stated reasons in the notice of termination won't hold up under scrutiny.

Mr. Classens referred to the first item in the notice of termination regarding the reporting discrepancy, and pointed out that the pay check stubs, the absence and leave statements, and the leave history reports all have different numbers in all the categories with no rhyme or reason. Mr. Classens stated that he felt this was probably attributable to the bugs that have to be worked out any time you implement a new system with new personnel. Mr. Classens stated that around the time of open enrollment when things were very hectic, Ms. Strickland told Mrs. Morris she needed to get with her because her leave time wasn't jiving. Mr. Classens pointed out that prior to this, except for a 10-hour mathematical mistake to her detriment, the leave balances on Ms. Strickland's absence and leave statements were accurate and correct. Mr. Classens stated that we may never know where the 134 and 94.5 hours came from, although ultimately you could make an argument that it was correct based on Ms. Strickland's last pay stub. Mr. Classens stated that Ms. Strickland knew it wasn't correct and she said as much, but she believed she was told to use what was on the pay stub, and that is what she did. He said she tried to get with Mrs. Morris, but they just never could get together because they were too busy. Mr. Classens also stated that it was not credible to believe Ms. Strickland would just arbitrarily add paid leave hours to which she was not entitled on her absence and leave statement, when she knew it would be submitted to her supervisor who was already keeping an eye on her. Mr. Classens stated that the point was that Ms. Strickland never took any paid leave time to which she was not entitled, because even

under the most conservative calculation of her accrued paid leave time, she still would have over 150 hours of paid leave that she had not used.

Mr. Classens stated that a sick leave policy that requires an employee to give advance notice of when she is going to be sick is ludicrous. Mr. Classens stated that maybe Ms. Strickland and her daughter did both have a migraine on July 23<sup>rd</sup>. He stated that there was a doctor's excuse for another day when Ms. Strickland took her daughter to the doctor, but Mr. Couch said it was submitted too late because it wasn't submitted within 48 hours. Mr. Classens asked rhetorically whether the doctor's excuse was any less reliable because it was provided more than 48 hours after the absence, and he argued that it might be difficult to always get a doctor to write an excuse within 48 hours.

Mr. Classens pointed out that the day Ms. Strickland went home early because she was sick and her co-workers told her to go home was still counted against her because she didn't go to the doctor.

Mr. Classens pointed out that Mr. Couch admitted he was wrong about Ms. Strickland's absence of June 13<sup>th</sup> being unauthorized.

Mr. Classens stated that the day Ms. Strickland left early to take her mother to the doctor was counted against her, and he remarked that maybe Ms. Strickland's mother should have had better timing about when she would break her arm.

Mr. Classens stated that there would be a bunch of angry grandmas when they found out that they weren't a part of the immediate family of Bulloch County employees according to policy. Mr. Classens argued that this was not right, and that it shouldn't be an altruistic decision to allow an employee to be absent for three days when her grandmother died.

Mr. Classens stated that Ms. Strickland had been a faithful employee, had not missed a single Board of Commissioners or Planning & Zoning Commission meeting (except for visiting her grandmother in hospice), had volunteered to attend the Airport Committee meetings and take minutes to fill a void, and had never cheated Bulloch County out of a penny. Mr. Classens argued that the best time records available showed that Ms. Strickland worked a full schedule every single month, and that if she was off early one day then she worked late another day.

Mr. Classens argued that if you look at the reasons stated for the termination of Ms. Strickland's employment in the notice of termination, and you look at what has been presented here today, that it is a mistake to uphold the termination of Ms. Strickland's employment. Mr. Classens stated that Ms. Strickland has faithfully done a good job, and that she had tragedies with her grandmother's passing, her mother's injured arm, and her child's illness with a cyst on her brain. Mr. Classens stated that maybe letting the nurse take a look at the child was wrong, but that the nurse didn't do anything other than tell Ms. Strickland to take the child to the doctor, which Ms. Strickland did, and the doctor wrote her an excuse which Mr. Couch wouldn't accept.

Mr. Classens stated that Ms. Strickland had given Bulloch County everything it has asked of her, and she is asking the County to be fair to her. He stated that she has had nine years of service with Bulloch County and no problems with her job performance. Mr. Classens stated that from what he's seen, Bulloch County would be a lot better off if it had a lot more people like Ms. Strickland on the payroll. Mr. Classens stated that he wished Mr. Couch had made a different decision, and he was counting on the Commissioners to make a different decision and reinstate Ms. Strickland to her job.

Mr. Classens concluded his closing argument.

Commissioner Mosley offered a motion to enter into Executive Session to discuss Personnel Matters in accordance with the provisions of O.C.G.A. § 50-14-3(b)(2) (See Exhibit # 2014-162). Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Vice-Chairman Simmons, and Commissioner Ethridge voting in favor of the motion.

---

Chairman Nevil thanked all those who participated in the hearing. Chairman Nevil then opened the floor for a motion. Commissioner Thompson offered a motion to uphold the County Manager's decision to terminate Ms. Strickland's employment. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Vice-Chairman Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil called for a motion to adjourn the meeting. Commissioner Mosley offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Vice-Chairman Simmons, and Commissioner Ethridge voting in favor of the motion.

---

J. Garrett Nevil, Chairman

---

Attest: Jeff S. Akins, County Attorney

September 16, 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 J. Garrett Nevil welcomed guests and called the meeting to order. Commissioner Roy Thompson 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: Chairman Garrett Nevil, Commissioner Walter Gibson, Commissioner Robert Rushing, Commissioner Roy Thompson, 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, Chief Accountant Whitney Richland, Chief Financial Officer Harry Starling, Chief Deputy Jared Akins, Public Safety Director Ted Wynn, County Extension Coordinator Bill Tyson, County Engineer Kirk Tatum, Statesboro Bulloch County Parks and Recreation Director Mike Rollins, and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil asked for amendments or modifications to the General Agenda. County Manager Thomas Couch asked that the General Agenda be amended by: (1) adding Item #3 as New Business for the discussion and/or action to award purchase contracts for two multi-function copier devices for the Sheriff's Department and the Tax Commissioner's Office and (2) adding an Executive Session for Potential Litigation. Hearing no further amendments or modifications, Commissioner Gibson offered a motion to approve the General Agenda as amended. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

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

Next, Chairman Nevil stated that the Board received a petition for a Presentation by the new County Extension Coordinator, Mr. Bill Tyson. Mr. Tyson introduced himself to the Board and stated that he worked in Effingham County for 15 years. Mr. Tyson stated that he is looking forward to the impact that the Extension office can make in Agriculture in Bulloch County. Mr. Tyson also discussed the Peanut Tour that would be visiting local farms in Bulloch County. Chairman Nevil welcomed Mr. Tyson to Bulloch County and stated that the Board looks forward to working with Mr. Tyson in the future.

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 held on September 2, 2014. Commissioner Mosley offered a motion to approve the Consent Agenda as presented. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Without any items of Old Business, Chairman Nevil stated the first item under New Business was for the discussion and/or action regarding an application for a Special Event Alcohol Beverage Permit for Benjamin Powell. Chairman Nevil called on County Attorney Jeff Akins to initiate discussion on the matter. Mr. Akins stated that Mr. Powell has applied for a one-day Special Event Alcohol Beverage Permit to host an Alumni Ball at the National Guard Armory on October 11, 2014. Mr. Akins stated that the permit must be approved by the local jurisdiction before the State of Georgia Revenue Department will issue a permit for the event. Mr. Akins further stated that alcohol purchased for the event by Mr. Powell must be purchased from a licensed wholesaler. Mr. Powell stated that he would provide security for the event and would be checking identification to ensure that no one under 21 would be consuming alcohol at the event. Commissioner Thompson stated that he had spoken to Sergeant Deen, at the Armory, who stated that alcohol cannot be sold on the premises. Mr. Powell stated that he would implement a cover charge for the event and give the alcohol away to patrons. Mr. Akins stated that the State of Georgia considers a cover charge the same as selling alcohol. After further discussion, Commissioner Ethridge offered a motion to table this item of business until Chief Deputy Jared Akins could reach someone at the Armory to get the

Armory's rules and regulations regarding alcohol and events confirmed. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Thompson, Commissioner Ethridge, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for discussion and/or action to appoint a voting delegate for the upcoming Association of County Commissioners of Georgia's (ACCG) Fall Conference. Chairman Nevil called on County Manager Thomas Couch to initiate discussion. Mr. Couch stated that Commissioner Walter Gibson and Vice-Chairman Anthony Simmons were the only two Commissioners registered to attend the conference, and that Commissioner Gibson has acted as the voting delegate for Bulloch County at past conferences. Commissioner Gibson stated that he would be willing to act as the voting delegate. Without further discussion, Commissioner Thompson offered a motion to appoint Commissioner Walter Gibson as the voting delegate for the ACCG Fall Conference. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Thompson, Commissioner Ethridge, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for discussion and/or action to award purchase contracts for two multi-function copier devices for the Sheriff's Department and the Tax Commissioner's Office. Chairman Nevil called on County Manager Thomas Couch to initiate discussion. Mr. Couch stated that the first allotment of copiers have been solicited for the Sheriff and Tax Commissioners offices to replace aging copiers that have exceeded service agreements and leases. Mr. Couch stated that for the last several years, the County has sought to purchase copiers out of Special Purpose Local Option Sales Tax funds, thus lowering the cost to the operating budget by paying for only service agreements based on usage. Mr. Couch also stated that this relieves the County from paying for financing costs associated with a lease. Mr. Couch stated that for the Sheriff's Office, Canon Solutions America offered the lowest bid with a capital cost of \$1,900.00 and a service agreement cost (cost per copy) of 0.0045, so the probable five year life cycle cost would be \$3,615.99. Mr. Couch stated that for the Tax Commissioners Office, Digital Office Equipment offered the lowest bid

with a capital cost of \$8,499.99 and a service agreement cost (cost per copy) of 0.0048, so the probable five year life cycle cost would be \$10,330.37. With no further discussion, Commissioner Thompson offered a motion to award purchase contracts for two multi-function copier devices for the Sheriff's Department and the Tax Commissioner's Office (See Exhibit #2014-163). Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Thompson, Commissioner Ethridge, and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated that the Board would finish the New Business Agenda with the tabled first item for the discussion and/or action regarding an application for a Special Event Alcohol Beverage Permit for Benjamin Powell. Chairman Nevil called on Chief Deputy Jared Akins to initiate discussion. Chief Deputy Akins stated that he had spoken to Sergeant First Class Chavers who stated that anyone using the National Guard Armory could not sell alcohol, but could charge a cover charge. County Attorney Jeff Akins reminded the Board that to the State of Georgia, charging a cover charge is considered to be selling alcohol. After further discussion, Commissioner Ethridge offered a motion to approve the application for a one-day Special Event Alcohol Beverage Permit for Mr. Powell contingent on written documentation from the National Guard Armory regarding their policies and procedures regarding the sale of alcoholic beverages for events (See Exhibit 2014-164). Commissioner Mosley seconded the motion and it carried with a vote of four to one. Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson voted in favor of the motion. Commissioner Gibson voted against the motion.

Without any further items of New Business, Chairman Nevil called for general comments or statements from the Commissioners. Commissioner Ethridge thanked Mr. Powell for doing his due diligence and thanked Mr. Bill Tyson for introducing himself to the Board. Commissioner Mosley stated that the community needs to be educated regarding the County's Ordinances. Commissioner Thompson thanked the citizens in the room for coming to the meeting. Commissioner Gibson stated that it is a privilege to serve as a Commissioner.

After some further discussion, Chairman Nevil asked for comments from the staff. County Manager Thomas Couch discussed the importance of having the Board fill out Georgia Department of Transportation Comment Forms for the intersection of Harville Road and Burkhalter Road. Mr. Couch stated that the County has pledged to pay twenty percent for the project and that the comment forms could speed up the project. Mrs. Porter informed the Board of the upcoming Catface Turpentine Parade. Commissioner Thompson offered his 1928 fire truck for the Board to use in the Parade instead of the Courthouse Float. Hearing no further comments from the Board or Staff, Chairman Nevil called for a three minute recess before the upcoming Executive Session.

After reconvening from the recess, Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Potential Litigation. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about fifteen minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-2(1) and other applicable laws, pursuant to the advice of County Attorney Jeff Akins, for the purposes of deliberating on Potential Litigation. Without further discussion, Commissioner Ethridge offered a motion to enter into Executive Session to discuss Potential Litigation (See Exhibit #2014-165). Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, Commissioner Gibson, and Commissioner Thompson voting in favor of the motion.

---

The meeting was reconvened, and Chairman Nevil stated that Board must close the meeting to enter into Executive Session again to discuss Personnel Matters. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about five minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3(b)(2) and other applicable laws, pursuant to the advice of County Attorney Jeff Akins, for the purposes of

deliberating on Personnel Matters. Without further discussion, Commissioner Mosley offered a motion to enter into Executive Session to discuss Personnel Matters (See Exhibit #2014-165). Commissioner Thompson seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Mosley, Commissioner Rushing, Commissioner Gibson, and Commissioner Thompson voting in favor of the motion.

---

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

---

J. Garrett Nevil, Chairman

---

Attest: Thomas M. Couch, County Manager



## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Administration/Finance

MEETING DATE: 10.07.14

RESOLUTION ATTACHED?

YES

NO

X

REQUESTED MOTION OR ITEM TITLE:

To authorize the County Manager to execute an agreement with Thigpen, Lanier, Westerfield and Deal to complete the FY 2014 annual financial report (audit).

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please find attached a draft of a proposed agreement and work plan for this service. Approval is recommended, subject to review of a final draft by the County Attorney and the Chief Financial Officer.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	NO	AMENDMENT OR TRANSFER REQUIRED?	YES	N
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED:  \$75,000.00 is authorized for audit purposes, but a financial cost proposal is expected to be furnished by meeting time.					
PUBLIC HEARING							
CONSENT	X						
NEW BUSINESS							
UNFINISHED BUSINESS							
OTHER							

### AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL <i>rw</i>	
DATE		DATE		DATE		DATE		DATE		DATE 10.02.14	

### COMMISSION ACTION AND REFERRAL

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

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2014 FINANCIAL STATEMENTS

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	<u>120</u>	<u>\$ 136</u>	<u>\$ 16,320</u>
MANAGERS/SUPERVISORY STAFF	<u>390</u>	<u>\$ 98</u>	<u>38,220</u>
OTHER STAFF	<u>230</u>	<u>\$ 66</u>	<u>15,180</u>
TOTAL FOR SERVICES DESCRIBED IN RFP			<u>69,720</u>
OUT OF POCKET EXPENSES			
MEALS AND LODGING			0
TRANSPORTATION			0
DISCOUNT			<u>(8,720)</u>
<b>TOTAL ALL-INCLUSIVE PRICE FOR <u>2014</u> AUDIT</b>			<u><u>\$ 61,000</u></u>
<b><u>AMOUNT OF PROFESSIONAL SERVICES, IN HOURS, ALLOWED FOR</u></b> <b><u>2014-2015</u> YEAR WITHOUT ADDITIONAL COST</b>			<u>10</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
 2014 **SINGLE AUDIT** FOR FEDERAL GRANTS (IF REQUIRED)

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	<u>10</u>	<u>\$ 136</u>	<u>\$ 1,360</u>
SUPERVISORY STAFF	<u>45</u>	<u>\$ 98</u>	<u>4,410</u>
OTHER STAFF	<u>5</u>	<u>\$ 66</u>	<u>330</u>
TOTAL FOR SERVICES DESCRIBED IN RFP			<u>6,100</u>
OUT OF POCKET EXPENSES			
MEALS AND LODGING			0
TRANSPORTATION			0
DISCOUNT			<u>(600)</u>
<b>TOTAL ALL-INCLUSIVE PRICE FOR <u>2014</u> SINGLE AUDIT (IF REQUIRED)</b>			<u><u>\$ 5,500</u></u>

Counterpart \_\_\_\_ of \_\_\_\_

STATE OF GEORGIA,  
COUNTY OF BULLOCH:

AGREEMENT FOR AUDIT SERVICES

THIS AGREEMENT FOR AUDIT SERVICES, hereinafter referred to as "Agreement", is made and entered into as of the \_\_\_\_\_ day of September, 2014, (the "Date Hereof"), by and between Thigpen, Lanier, Westerfield and Deal, Certified Public Accountants, whose agent and address for purposes of this agreement is Richard Deal, Post Office Box 505, 201 South Zetterower, Avenue, Statesboro, Georgia 30459, hereinafter referred to as "the Auditor" and the Bulloch County Board of Commissioners, whose address for the purposes of this Agreement is Post Office Box 347, 115 North Main Street, Statesboro, Georgia 30459, herein referred to as "the Auditee".

WITNESSETH THAT:

WHEREAS, the Auditee is a governmental entity, created pursuant to the Constitution of the State of Georgia; and,

WHEREAS, the Auditee is required by O.C.G.A. 36-81-7 to be audited on a regular basis in accordance with certain specified audit standards; and,

WHEREAS, the Auditor is a business entity organized under the laws of the State of Georgia engaged in the practice of accountancy and business of performing professional audit services; and,

WHEREAS, the Auditee desires to utilize the professional services of the Auditor, in accordance with the needs, requirements, terms and conditions contained in the Scope of Work, which is attached hereto and by this reference incorporated herein; and,

WHEREAS, the Auditee awarded the contract for audit services to the Auditor in accordance with and in reliance upon the representations and certifications contained in the attached Scope of Work; and,

WHEREAS, the Auditor and Auditee desire to document the terms and conditions of their Agreement.

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

Article 1

**BASIC AGREEMENT**

The Auditor will perform professional audit services in accordance with the Audit Requirements, Reporting and Delivery Requirements, General Terms and Conditions, and Special Terms and Conditions described in the attached Scope of Work. The Auditee will provide the information required by the Scope of Work. The Auditor shall be compensated for its services as provided in the Scope of Work and Fee Proposal.

Article 2

**COVENANTS AND REPRESENTATIONS**

2.1 Covenants of the Auditor. The Auditor shall perform professional audit services in accordance with the Auditor's Proposal and the Audit Requirements, Reporting and Delivery Requirements, General Terms and Conditions, and Special Terms and Conditions contained in Scope of Work, and any attachments thereto, all of which are by this reference incorporated herein.

2.2 Covenants of the Auditee. The Auditee will provide to Auditor all information reasonably necessary, useful or customary pursuant to both standard accounting and auditing practices and customary within Auditee's trade or business activities.

2.3 Representations. To induce the Auditee to enter into this Agreement, the Auditee shall be entitled to rely upon the representations and certifications made by the Auditor in the Auditor's Proposal, without independent investigation and verification, and each such representation or certification shall be deemed to be material to this Agreement. The person negotiating and executing this Agreement on behalf of the Auditor has the full right, power, and authority to enter into, execute and perform this Agreement in accordance with the terms hereof, and when executed and delivered, this Agreement will constitute a valid and binding obligation of the Auditor and will be enforceable in accordance with the terms thereof.

ARTICLE 3

**FEES**

3.1 The Auditor shall be paid for its services as provided in the schedule of fees and expenses submitted by the Auditor in the Fee Proposal, which are by this reference incorporated herein. Additional services shall be compensated in the manner set forth as an Addendum to this Agreement, at the same rates as set forth in the schedule of fees and expenses submitted by the Auditor.

ARTICLE 4

**CONTINGENCIES**

4.1 Contingent Obligations of the Auditee. The obligations of the Auditee are subject to the following conditions:

4.1.1 The ability of the Auditee to carry out the terms of this Agreement in accordance with the laws and Constitution of the State of Georgia.

4.1.2 The timely performance by the Auditor of each and every covenant, agreement, and obligation imposed upon the Auditor in this Agreement.

4.1.3 The truth and accuracy as of the Date Hereof of each and every representation made by the Auditor.

4.1.4 This Agreement is expressly made subject to other laws affecting its subject matter. In the event of any conflict between such laws and this Agreement, such laws shall take precedence.

4.2 Contingent Obligations of the Auditor. The obligations of the Auditor are subject to the following conditions:

4.2.1 The timely performance by the Auditee of each and every covenant, agreement, and obligation imposed upon the Auditee in this Agreement.

## ARTICLE 5

### TERM

This Agreement shall have a term of twelve (12) months, to run concurrently with a fiscal year of the Auditee, commencing on July 1, 2014 and terminating on June 30, 2015 of the following year.

## ARTICLE 6

### NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery. Notices shall be addressed to the party or parties identified and at the address as set forth in the introductory paragraph of this Agreement, and the date upon which such notice is delivered shall be deemed the effective date thereof. Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

## ARTICLE 7

### RIGHTS CUMULATIVE

All rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

## ARTICLE 8

### NON-WAIVER

No failure of the Auditee to exercise any right or power given to the Auditee under this Agreement, or to insist upon strict compliance by the Auditor with the provisions of this

Agreement, and no custom or practice of the Auditee or the Auditor at variance with the terms and conditions of this Agreement, shall constitute a waiver of the Auditee's right to demand exact and strict compliance with the terms and conditions of this Agreement.

ARTICLE 9  
**CONTINUITY**

Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Auditor and the Auditee and the heirs, devisees, legatees, legal representatives, successors and assigns of the Auditor and the Auditee.

ARTICLE 10  
**DATE FOR PERFORMANCE**

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

ARTICLE 11  
**TIME OF THE ESSENCE**

All time limits stated herein are of the essence of this Agreement.

ARTICLE 12  
**CAPTIONS**

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

ARTICLE 13  
**COUNTERPARTS**

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

ARTICLE 14  
**NO ASSIGNMENT, NO THIRD PARTY BENEFICIARIES**

14.1 This Agreement is a personal retention of Auditor as an independent contractor. Auditor must perform by its own forces and may not delegate, subcontract, assign, transfer, or otherwise obtain its performance of this Agreement, without the express written consent of Auditee.

14.2 Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Auditor and the Auditee have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written.

**AUDITOR**

By

(Seal)

Name:

Title:

(If corporation, fill in below)

Attest:

(Seal)

Name:

Title:

(Corporate seal affixed)

**AUDITEE**

By

(Seal)

Name:

Title:

## SCOPE OF WORK

### GENERAL TERMS AND CONDITIONS

#### A. AUDIT REQUIREMENTS

The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, promulgated by the American Institute of Certified Public Accountants (AICPA), in accordance with the Generally Accepted Governmental Auditing Standards (GAGAS), and in accordance with the standards applicable to financial audits contained in Government Auditing Standards (GAS) issued by the Comptroller General of the United States and the Official Code of Georgia Annotated. If a Single Audit is required as a part of the annual audit, the audit shall be performed in accordance with American Institute of Certified Public Accountants (AICPA) Standards (GAGAS), Government Auditing Standards, the Single Audit Act Amendments of 1996, and the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The audit shall be designed to accomplish the following objectives:

1. To determine whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and the respective changes in financial position and, where applicable, cash flows, thereof [and the respective budgetary comparison major and non-major governmental, special revenue, enterprise, internal service, and fiduciary funds] in conformity with accounting principles generally accepted in the United States of America. In addition, to determine whether the financial statements presented as supplementary information present fairly, in all material respects, the respective financial position of each of the government's non-major governmental, non-major enterprise, internal service, and fiduciary funds and the respective changes in financial position and cash flows, where applicable, thereof in conformity with accounting principles generally accepted in the United States of America.
2. To obtain an understanding of the five (5) components of internal control that is sufficient to assess the risks of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. Because an audit of a government's financial statements is based on opinion units, the auditor's consideration of internal control in assessing the risks of material misstatement should address each opinion unit. The auditor should obtain a sufficient understanding by performing risk assessment procedures to: (a) evaluate the design of controls; and, (b) determine whether they have been implemented. The auditor should use such knowledge to identify types of potential misstatements; consider factors that affect the risks of material misstatement; and design tests of controls, when applicable, and subsequent procedures. In acquiring an understanding of and assessing internal control, the auditor should consider

computer controls as well as the controls over manual portions of the system.

3. To plan and perform the audit to obtain reasonable assurance about whether the financial statements, including note disclosures, are free of material misstatement, whether caused by error or fraud, and material misstatements arising from illegal acts that have a direct and material effect on the determination of financial statement amounts. Illegal acts are defined in auditing standards as violations of laws or governmental regulations. Although not explicitly stated in auditing standards, the phrase “laws and governmental regulations” generally has been interpreted to implicitly include the provisions of contract and grant agreements. The AICPA Codification of Statements on Auditing Standards, Section AU 317 requires the auditor to consider laws and regulations that are generally recognized by auditors to have a direct and material effect on the determination of financial statement amounts. The auditor’s responsibility to detect and report misstatements resulting from illegal acts having a direct and material effect on the determination of financial statement amounts is the same as that for misstatements caused by error or fraud. In addition, the auditor should be aware of the possibility that illegal acts that may, in particular circumstances, be regarded as having material but indirect effects on financial statements may have occurred. If specific information comes to the auditor’s attention that provides evidence concerning the existence of possible illegal acts that could have a material indirect effect on the financial statements, the auditor should apply audit procedures specifically directed to ascertaining whether an illegal act has occurred.
4. To provide reasonable assurance of detecting material misstatements that result from violation of provisions of contracts or grant agreements that could have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives. If specific information comes to the auditor’s attention that provides evidence concerning the existence of possible violations of provisions of contracts or grant agreements that could have a material indirect effect on the financial statements, the auditor should apply audit procedures specifically directed to ascertaining whether such violations have occurred. If during the course of the audit, auditors become aware of abuse that could be quantitatively or qualitatively material to the financial statements, the auditor should apply audit procedures specifically directed to ascertain the potential effect on the financial statements or other financial data significant to the audit objectives.
5. To evaluate whether the government entity has taken appropriate corrective action to address findings and recommendations from previous engagements that could have a material effect on the financial statements. Auditors should use this information from previous engagements in assessing risk and determining the nature, timing, and extent of current audit work, including determining the extent to which testing the implementation of the corrective actions is applicable to the current audit objectives.
6. To ensure that audit documentation is prepared in sufficient detail to provide a clear understanding of the nature, timing, and extent of auditing procedures performed to

comply with generally accepted government auditing standards and other applicable standards and requirements; the results of the audit procedures performed and the audit evidence obtained; the conclusions reached on significant matters; and that the accounting records agree or reconcile with the audited financial statements. Auditors should also document, before the audit report is issued, evidence of supervisory review of the work performed that supports findings, conclusions, and recommendations contained in the audit report.

7. To determine whether the government entity complied with laws, regulations, and the provisions of contracts or grant agreements pertaining to federal awards that may have a direct and material effect on each major program. With regard to internal control over compliance, the auditor is required to do the following (in addition to meeting the requirements of Government Auditing Standards): a) perform procedures to obtain an understanding of internal control over federal programs that is sufficient to plan the audit to support a low assessed level of control risk for major programs, b) plan the testing of internal control over major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program; and c) perform tests of internal control (unless the internal control is likely to be ineffective in preventing or detecting noncompliance).
8. To verify and test expenditures of the government's Special Purpose Local Option Sales Tax proceeds. In accordance with the Official Code of Georgia Annotated, Section 48-8-121, a schedule shall be included in each annual audit which shows for each project in the resolution or ordinance calling for imposition of the Special Purpose Local Option Sales Tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurance that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.
9. To certify that funds were expended in compliance with the expenditure requirements of the Official Code of Georgia Annotated, Section 46-5-134 for governments collecting or expending any 9-1-1 charges or wireless enhanced 9-1-1 charges. This Code section requires that an annual report of collections and expenditures be prepared and certified by the recipient local government as well as the local government auditor.

#### B. REPORTING AND DELIVERY REQUIREMENTS

1. The auditor will prepare the required audit reports including those required by Government Auditing Standards, the Single Audit Act (if required), and Office of Management and Budget Circular A-133 and the Official Code of Georgia Annotated at the completion of the audit.

2. Standard report on the financial statements. Reference should be made that the audit was conducted in accordance with generally accepted government auditing standards. Auditors should include in their report on the financial statements either: a) a description of the scope of the auditors' testing of internal control over financial reporting and compliance with laws, regulations, and provisions of contracts or grant agreements and the results of those tests; or b) reference to the separate report(s) containing that information. If auditors report separately, the opinion or disclaimer should contain a reference to the separate report containing this information and state that the separate report is an integral part of the audit and should be considered in assessing the results of the audit. The auditor's report on the financial statements should include an opinion, or disclaimer of opinion, as to whether the Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds is presented fairly in all material respects in relation to the financial statements taken as a whole.
3. Report on Internal Controls. Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards. The report should describe the scope of the auditor's testing of compliance with laws and regulations and present the results of those tests. The report should also describe the scope of the auditor's testing of internal control and present the results of those tests. Also separate identification and written communication of all reportable conditions, including those reportable conditions that are individually or cumulatively material weaknesses, is required. As stated in paragraph 5.12 of Government Auditing Standards, "auditors should report, as applicable to the objectives of the audit (1) deficiencies in internal control considered to be reportable conditions as defined in AICPA standards, (2) all instances of fraud and illegal acts unless clearly inconsequential, and (3) significant violations of provisions of contracts or grant agreements and abuse."
4. Report on Compliance With Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133. The auditor is required to express an opinion on whether the government entity complied with laws, regulations, and with the provisions of contracts or grant agreements which could have a direct and material effect on each major program and, where applicable, refer to a separate schedule of findings and questioned costs. The report on internal control over major programs should describe the scope of testing internal control and the results of the tests, and, where applicable, refer to a separate schedule of findings and questioned costs.
5. In accordance with OMB Circular A-133, the auditor's report(s) may be in the form of either combined or separate reports. The auditor's report(s) shall include an opinion (or, disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion (or, disclaimer of opinion) as to whether the schedule of expenditures of federal awards is presented fairly in all material respects

in relation to the financial statements taken as a whole. Auditors should follow the guidance contained in the American Institute of Certified Public Accountants' Audit Guide: Government Auditing Standards and Circular A-133 Audits.

6. In accordance with OMB Circular A-133, a schedule of findings and questioned costs is required and should include the following three components: a) a summary of the auditor's results; b) findings related to the financial statements which are required to be reported in accordance with generally accepted government auditing standards; and c) findings and questioned costs for federal awards.
7. Report on Grants to Counties program, as defined in the Official Code of Georgia Annotated, Sections 48-14-3 and 36-17-1.
8. A written management letter containing matters not included in the auditor's report on compliance and on internal control over financial reporting shall be prepared and presented to the government entity's director at the conclusion of each audit. This letter shall address all exceptions in accounting practices, immaterial instances of noncompliance with laws and regulations, and deficiencies in the internal control that are not reportable conditions as defined in American Institute of Certified Public Accountants Codification of Statements on Auditing Standards, Section AU 325. Such immaterial instances of noncompliance and deficiencies in internal control that are not reportable conditions should be referred to in the report on compliance and on internal control over financial reporting (see Government Auditing Standards, paragraphs 5.16 and 5.20). It is important to note that all audit findings required to be reported under OMB Circular A-133 must be included in the schedule of findings and questioned costs; a separate letter may not be used to communicate such matters to top management in lieu of reporting them as audit findings in accordance with OMB Circular A-133. The auditor must offer recommendations for appropriate corrective action for each item contained in the management letter. The auditor must offer recommendations for appropriate corrective action for each item reported in accordance with AICPA Statement on Auditing Standards No. 112; or included in the Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards or in the Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133; or contained in the management letter.
9. The County has identified the Development Authority of Bulloch County and the Bulloch County Health Department has been identified as component units requiring inclusion in the financial statements.
10. Any other reports required shall be submitted to the government entity upon request.
11. The auditor shall confer monthly according to the work plan with the Chairman of the Board of Commissioners, the County Manager and the Audit Monitor, and one ex-officio member of the Board of the Commissioners. The purpose for these

conferences are for determining audit scope, reviewing audit results and internal controls, and to review any issues, problems or difficulties encountered during the course of the audit.

12. The auditor shall hold a post-filing meeting within thirty (30) days of filing with the State of Georgia to review and discuss with the Board of Commissioners the auditee's accounting and financial reporting policies and practices, including any significant changes. This shall include consideration of alternative accounting treatments, significant estimates and judgments, as well as a review of the quality and acceptability of such accounting and reporting policies and practices. The auditor may also explain the effect of new or proposed auditing, accounting and reporting standards and management's plan to implement required changes as well as any significant risks and exposures to the auditee and the steps management has taken, or must take to minimize or manage such risks.
13. A preliminary draft of all reports shall be submitted to the government entity for its review prior to their release. Draft reports should be submitted to:

***Whitney Richland, Audit Monitor  
Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, Georgia 30458***

14. The auditor shall submit ten (10) copies of the final reports, and (1) electronic copy listed directly to:

***Whitney Richland, Audit Monitor  
Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, Georgia 30458  
wrichland@bullochcounty.net***

## **SPECIAL TERMS AND CONDITIONS**

### **A. QUALIFICATIONS OF AUDITORS**

The government entity may make such reasonable investigations as deemed proper and necessary to determine the ability of the auditor to perform the work and the auditor shall furnish to the government entity all such information and data for this purpose as may be requested. The government entity further reserves the right to cancel this contract if the evidence submitted by, or investigations of, such auditor fails to satisfy the government entity that such auditor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

## B. CANCELLATION OF CONTRACT

The government entity reserves the right to cancel and terminate any resulting contract, in part or in whole, with or without cause, and without penalty, ***upon sixty (60) days written notice to the auditor***. Any contract cancellation notice shall not relieve the auditor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of termination of this agreement for any reason, the auditor shall be compensated for all hours worked at the specified contractual rate through the date of termination; provided, however, that the government entity may withhold from the auditor's compensation as a setoff any liquidated damages that may be due to the government entity on the date of termination.

If, through any cause other than acts of god, floods, fires, storms, strikes, lockouts, riot, insurrection, acts of the public enemy, war, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the auditor fails to fulfill in a timely and proper manner obligations under the contract, the government entity shall have the right to terminate the contract on written notice to the auditor specifying the effective date of termination.

If the auditor fails to complete the work within the time specified in the Scope of Work, the auditor shall pay liquidated damages to the auditee in the amount of twenty-five dollars and no cents (\$25.00) for each calendar day of delay until the work is completed or accepted, unless the delay in delivery or performance is beyond the control and without the fault or negligence of the auditee.

In the event of termination for whatever reason all property and finished or unfinished documents, data, studies, and reports prepared by the auditor shall become the property of the government entity. Nothing contained herein shall prevent the auditor from preparing and maintaining a complete set of work papers relating to the audit.

## C. WORKING PAPERS

The auditor hereby agrees to retain all books, records, working papers, and other documents relative to this contract for ***three (3) years*** after final payment. The government entity, its authorized agents, and federal and state regulatory and grantor agencies, including the Georgia Department of Audits and Accounts, shall have full access to and the right to examine any of said materials during said period at no cost to either the government entity or any other entity authorized to examine said materials. Upon completion of the audit, the Auditor shall be required to furnish the Auditee with a copy of all adjusting and reclassifying entries using Bulloch County account numbers.

## D. REVIEW AND MONITORING

The government entity reserves the right to conduct any review it may deem advisable to assure services conform to the specifications. An employee of the government entity will be designated as audit monitor to discuss issues that need to be resolved and may require

periodic progress reports. The monitor will review the financial statements and may provide limited assistance to the auditor by way of comments and suggestions for enhancements to the report prior to its preparation in final form. The monitor will also be available for technical assistance concerning the interpretation of state laws, regulations and policies.

#### E. CONTRACT LIMITATIONS

During the contract period, the auditor agrees not to submit proposals on or perform any accounting, consulting, compilation and review, or any other services outside the scope of this contract for the government entity without the prior written approval of the government entity.

#### F. ADDITIONAL AUDIT WORK

In the event during the course of the audit it is determined by any party a change in the scope of the audit work is necessary, the discovering party shall promptly notify the other parties in writing. The parties shall then determine whether the contract shall be amended to provide for an adjustment in the audit work to be performed by the auditor. In no event shall any payment be made for audit work beyond the scope of the original contract until the contract has been amended as provided in Paragraph M, below, Integrated Agreement.

#### G. WORK PLAN

1. A work plan to accomplish the scope herein defined shall be incorporated as a part of this agreement. If there is any conflict between the scope of work and work plan submitted by the auditor, in the scope of work shall prevail.
2. In developing the work plan, reference should be made to such sources as the government entity's budget and related materials, organizational charts, programs, and financial and other management information systems.
3. A schedule showing the dates the audit will begin and end, including: a) the delivery of the required reports; b) time estimates for and identification of each significant segment of the work with the staff to be assigned, and planned use of any specialists; d) information on the timing of fieldwork; and, e) an accommodation for monthly conferences.
4. Identification and description of anticipated audit problems (if any), and the firm's approach to resolving these problems and any special assistance that will be requested from the government entity.
5. An explanation of the audit approach and methodology to be followed to perform the services required, including: a) the sampling techniques and the extent to which statistical sampling may be used in the engagement; b) the extent of the use of EDP software in the engagement; c) the type and extent of analytical procedures that may

be used in the engagement; d) gaining and documenting an understanding of the government entity's internal control; e) determining laws and regulations that will be subject to audit test work; and, f) the approach to be taken in drawing audit samples for purposes of tests of compliance.

The auditee's records may not be taken off-site. Office space and a telephone will be provided for the representative of the auditor to perform all fieldwork. The location of this space will be as close as possible to the location of the accounting records and accounting staff. To the extent possible, schedules and other data will be prepared by the government entity's accounting department. It is the government entity's policy to aid in the audit process where deemed feasible and appropriate to help reduce costs. The audit monitor designated by the government entity will be responsible for notifying the auditor of the location of the accounting and financial records, government entity office hours, and the availability of parking at the government entity location.

#### M. INTEGRATED AGREEMENT

Any resulting contract represents the entire and integrated agreement between the auditor and government entity and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the auditor and the government entity.

#### N. WORKERS' COMPENSATION

The auditor shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the government entity from any and all liability from or under said act.

#### O. SOCIAL SECURITY/EMPLOYMENT TAXES

The auditor shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, Unemployment Benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the auditor on work performed under the terms of this agreement.

The auditor further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials. The auditor shall indemnify and save harmless the government entity from any contributions, taxes, or liability referred to in this article.

#### P. HIGHER LEVEL AUDIT SERVICES

If the auditor becomes aware that the government entity is subject to audit requirements that may not be encompassed in the terms of the contract, he or she shall communicate

this situation immediately to the government entity's audit monitor, that in accordance with the established contract certain relevant legal, regulatory, or contractual requirements may not be met.

#### Q. CHANGES IN AUDITING STANDARDS/FEDERAL REQUIREMENTS

As professional auditing standards or Federal auditing requirements change, the auditor shall adjust his/her auditing techniques and reporting formats and criteria so the new standards and requirements are met. Any additional hours used by the auditor as a result of such changes that would cause the auditor to exceed the proposed hours as submitted in the Cost Proposal shall be subject to authorization by the County Manager, or where appropriate, the Board of Commissioners.

#### R. RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the government entity to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the government entity and the firm. Any such additional work agreed to between the government entity and the firm shall be performed at the same rates as set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

#### S. INVOICES

All interim and final invoices for services ordered, delivered and accepted shall be submitted by the auditor to: Whitney Richland, Audit Monitor, for approval prior to payment by the government entity.

#### T. PAYMENT TERMS

The government entity will make payment *within 30 days of* receipt of a proper invoice for interim and final billings, provided that the billing has been approved by the government entity.

#### U. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the auditor in whole or in part without the written consent of the government entity.

#### V. CHANGES TO THE CONTRACT

The government entity may order changes within the general scope of the contract at any time by written notice to the auditor. Changes within the scope of the contract include, but are not limited to, things such as the place of delivery. The auditor shall comply with

the notice upon receipt. The auditor shall be compensated for any additional costs incurred as the result of such order and shall give the government entity a credit for any savings. Said compensation shall be determined by mutual agreement between the government entity and the auditor in writing.

#### W. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the government entity, after due notice, may procure them from other sources and hold the auditor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the government entity may have.

#### X. PRECEDENCE OF TERMS

Paragraphs A through X of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

APPENDIX I:  
 SCHEDULE OF PROFESSIONAL FEES AND EXPENSES (TO BE SUBMITTED BY  
 THE AUDITOR WITH WORK PLAN IN SECTION G, SPECIAL TERMS AND  
 CONDITIONS)  
 FOR THE AUDIT OF THE FISCAL YEAR 2014 FINANCIAL STATEMENTS

	HOURS	HOURLY RATES	TOTAL
PARTNERS	_____	_____	_____
MANAGERS	_____	_____	_____
SUPERVISORY STAFF	_____	_____	_____
OTHER (SPECIFY)	_____	_____	_____
<b>TOTAL FOR SERVICES DESCRIBED IN RFP</b>			_____
<b>OUT OF POCKET EXPENSES (attach itemized estimates)*</b>			
MEALS AND LODGING			_____
TRANSPORTATION			_____
OTHER (SPECIFY)			_____
<b>TOTAL ALL-INCLUSIVE PRICE FOR FY 2015 AUDIT</b>			_____
<b>AMOUNT OF PROFESSIONAL SERVICES, IN HOURS, ALLOWED FOR FY 2014 YEAR WITHOUT ADDITIONAL COST</b>			_____

\* ALL OUT OF POCKET EXPENSES SHALL BE REIMBURSED AT RATES SIMILAR TO ALL COUNTY EMPLOYEES.











## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 10.07.14</b>		
Parks and Recreation	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	<b>X</b>
		<b>NO</b>	

**REQUESTED MOTION OR ITEM TITLE:**

To dispense with the reading and certify a resolution to accept the terms and conditions of a grant award, and to execute and agreement with the Georgia Department of Natural Resources..

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:**

Bulloch County has received a grant from the U.S. Department of the Interior's Land and Water Conservation Fund in the amount of \$100,000. For improvements at Memorial Park. The Parks and Recreation Department was authorized to apply for this grant which required a minimum 50% match at the BOC meeting of November 19, 2013. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO			NO	X
PRESENTATION		<b>ATTACH DETAILED ANALYSIS, IF NEEDED:</b>  Matching proceeds would be appropriated from SPLOST 2007/2013 Recreation category.				
PUBLIC HEARING						
CONSENT	X					
NEW BUSINESS						
UNFINISHED BUSINESS						
OTHER						

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	✓
DATE		DATE		DATE		DATE		DATE		DATE	10.02.14

COMMISSION ACTION AND REFERRAL	
<b>APPROVED</b>	<b>DATE TO BE RETURNED TO AGENDA:</b>
<b>DENIED</b>	<b>NOTES:</b>
<b>DEFERRED</b>	

# Memorandum

---

**To:** Mr. Tom Couch , County Manager  
**From:** Mike Rollins, Director of Parks Recreation *MR*  
**Date:** 10/2/2014  
**Re:** Land and Water Conservation Fund Grant Resolution

---

Attached is a resolution that needs to be executed as part of the Final acceptance process for a Land and Water Conservation Grant. Our grant application to assist in funding improvements to Memorial Park was approved. Memorial Park was selected because it is the site of previous LWCF projects and the scoring criteria was much more favorable toward the rehabilitation of facilities that were previously constructed with LWCF funding. The resolution simply states that we will agree to provide matching funding for the project and provide long term maintenance on the final improvements. We will be committing funds from SPLOST. I have attached a resolution that needs to be executed.

Let me know if you have any questions or need additional information.



STATE PARKS & HISTORIC SITES

MARK WILLIAMS  
COMMISSIONER

BECKY KELLEY  
DIRECTOR

September 10, 2014

Mr. J. Garrett Nevil, Chairman  
Bulloch County Board of Commissioners  
P.O. Box 347  
Statesboro, GA 30459

RE: Land and Water Conservation Fund Grant  
Project Name: Memorial Park  
Project Number: 13-00944

Dear Mr. Nevil:

We have received official notification from the National Park Service, U.S. Department of the Interior, that your Land and Water Conservation Fund (LWCF) project has been approved. Attached are two copies of the project agreement containing the specific terms of the grant. Please have the local governing body pass and certify a resolution accepting the terms of the grant, secure the appropriate signature on both copies of the agreement, and return both copies along with the resolution and certification to our office for processing. Upon full execution, an original will be returned to you.

Prior to requesting reimbursement of any portion of this LWCF grant, someone will need to attend either a group or one-on-one fiscal workshop. Topics to be covered include grants management, record-keeping procedures, and compliance with state and federal guidelines.

We look forward to working closely with you on this project in your efforts to provide recreation opportunities for the citizens in your area. If you should have any questions, please call me at 770-389-7264.

Sincerely,



Antoinette Norfleet  
Director of Grants

Enclosure

cc: Mike Rollins



---

The Department of Natural Resources, represented by the Director, Division of Parks and Historic Sites, State of Georgia, and the Applicant State Agency, City, County, Commission, Authority named above hereinafter referred to as the Applicant), mutually agree to perform this Agreement in accordance with the federal and state Land and Water Conservation Fund Grants Manuals, and with the terms promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of the Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

NONE.

In witness whereof, the parties have executed this Agreement as of the date entered below.

State of Georgia

By \_\_\_\_\_  
(Signature)

Becky Kelley, Director  
Division of Parks and Historic Sites  
DEPARTMENT OF NATURAL RESOURCES

Date \_\_\_\_\_

Bulloch County

By J. Garrett Nevil  
(Signature)

\_\_\_\_\_  
J Garrett Nevil  
(Name)

\_\_\_\_\_  
Chairman  
(Title)

---

**DEPARTMENT OF NATURAL RESOURCES  
PARKS AND HISTORIC SITES DIVISION  
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

---

Applicant (State Agency/City/County/Commission/Authority):      Project Number:

Bulloch County      13-00944

---

Project Title:  
Memorial Park

---

Project Period: Date of approval to      Project Stage Covered by this Agreement:  
December 31, 2016      Entire Project

---

Project Scope (Description of Project):

This project consists of the rehab of portions of the 12.21 acre Memorial Park to include, tennis courts, playground area, picnic pavilion, and support facilities in the City of Statesboro, Bulloch County, Georgia by Bulloch County, for public outdoor recreation.

---

Project Cost:		The following are hereby incorporated into this Project Agreement:
Total Cost:	\$200,000	1. General Provisions (Attached Pages 3-11)
	(Fund Amount not to exceed 50% of Total)	2. LWCF Grants Manual (NPS-34)
Fund (LWCF) Amount	\$100,000	3. Title 43, Code of Federal Regulations
Cost of this Stage	\$200,000	4. Project Application and Attachments
Assistance this Stage	\$100,000	5. OMB Circular A-102
		6. DNR/LWCF Administrative Manual
		7. _____
		8. _____

---

The Department of Natural Resources, represented by the Director, Division of Parks and Historic Sites, State of Georgia, and the Applicant State Agency, City, County, Commission, Authority named above hereinafter referred to as the Applicant), mutually agree to perform this Agreement in accordance with the federal and state Land and Water Conservation Fund Grants Manuals, and with the terms promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of the Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

NONE.

In witness whereof, the parties have executed this Agreement as of the date entered below.

State of Georgia

By \_\_\_\_\_  
(Signature)

Becky Kelley, Director  
Division of Parks and Historic Sites  
DEPARTMENT OF NATURAL RESOURCES

Date \_\_\_\_\_

Bulloch County

By J. Garrett Nevil  
(Signature)

J Garrett Nevil  
\_\_\_\_\_  
(Name)

Chairman  
\_\_\_\_\_  
(Title)

---

LAND AND WATER CONSERVATION FUND  
PROJECT AGREEMENT GENERAL PROVISIONS

**Part I - Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
  2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

### Part III - Project Assurances

#### A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements

with State and Local Governments;

- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- ~~11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.~~
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
  - (1) Place minority and women business firms on bidder's mailing lists.
  - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
  - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
  - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. ~~The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.~~
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

*The undersigned certifies, to the best of his or her knowledge and belief, that:*

*(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*

*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,*

*the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.*

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

H. Provision of a Drug-Free Workplace

~~In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:~~

*The grantee certifies that it will or continue to provide a drug-free workplace by:*

*(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

*(b) Establishing an ongoing drug-free awareness program to inform employees about:*

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

*(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);*

*(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

*(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*

*(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;*

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

*(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).*

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

*The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.*

*THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.*

*If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.*

*THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.*

*The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.*

J. Debarment and Suspension

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

*(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

*(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;*

*(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;*

*(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and*

*(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.*

*(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

---

*(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

**RESOLUTION** 2014 - 22

STATE OF GEORGIA  
COUNTY OF BULLOCH

WHEREAS, at the regular meeting of the Bulloch County Board of Commissioners of Bulloch County, Georgia held on 7<sup>th</sup> day of October, 2014 a motion was made and duly seconded that Bulloch County Board of Commissioners agree to the terms of the contract for a state grant between the Georgia Department of Natural Resources and Bulloch County Board of Commissioners for a grant of financial assistance to renovate portions of Memorial Park, authorize the Chairman of the Board of Commissioners to execute said contract on behalf of the Bulloch County Board of Commissioners, and accept the grant provided for in said contract in the amount of \$100,000.

NOW, THEREFORE BE IT RESOLVED by the Bulloch County Board of Commissioners of Bulloch County, Georgia that the terms and conditions between the George Department of Natural Resources and the Bulloch County Board of Commissioners are hereby agreed to, that the Chairman is authorized and empowered to execute said contract and any subsequent amendments thereto on behalf of the Bulloch County Board of Commissioners, and the grant provided for in said contract, and that sufficient funds have been designated to assure the acquisition and/or development, operation and maintenance of the facilities and/or delivery of services as identified in said contract.

Read and unanimously adopted in the regular meeting of the Bulloch County Board of Commissioners held on 7<sup>th</sup> day of October, 2014.

ATTEST

\_\_\_\_\_  
Clerk of Project Sponsor

\_\_\_\_\_  
\_\_\_\_\_  
County, Georgia

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certification**

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council and that said resolution has been entered in the official records of said Council and remains in full force and effect the \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Clerk Signature

Federal Employers Identification # \_\_\_\_\_

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

DEPARTMENT MAKING REQUEST (Box 1)  Engineering	MEETING DATE (Box 2) October 7, 2014		
	RESOLUTION ATTACHED? (Box 3)	YES	NO

REQUESTED MOTION OR ITEM TITLE (Box 4)

Request that the Board approve the bid from R.B Baker Construction Co. of Garden City, GA in the amount of \$934,594.48 for resurfacing 7.19 miles of various county roads.

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

This bid is for resurfacing Red Hill Church Rd, a portion of Portal-Rocky Ford Rd and the rest of Sinkhole Rd that was not done earlier this year. These roads will be done similar to the two-step process we used on Lakeview Rd but instead of using a single surface treatment of #7 stone, an asphalt mix known as open graded interlayer (OGI) will be placed as a crack inhibitor prior to the conventional asphalt overlay. A new type of striping known as "High Build" was also specified in this bid. High build striping places the burden on the contractor to provide test data that the striping reflectivity meets GDOT standards.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	X	YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	VKT	INITIAL		INITIAL		INITIAL	AMP	INITIAL		INITIAL	mm
DATE	09/22/14	DATE		DATE		DATE		DATE		DATE	10.2.14

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

# M E M O R A N D U M

Date: September 16, 2014

To: Tom Couch

From: Faye Bragg

Subject: Bid Opening for Two Road Resurfacing Projects

---

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on September 16, 2014, at 3:00 pm for resurfacing of Anderson Rd., Old Groveland Rd., Winding Way, Stepping Stone Ct., and Raintree Ct., for a total length of 9.92 miles. Sealed bids were also opened at 3:15 pm for resurfacing of Red Hill Church Rd., Portal-Rocky Ford Rd., and a portion of Sinkhole Rd., for approximate total length of 7.19 miles.

Four (4) bids were e-mailed for each project on September 2, 2014, as well as being posted on the County's website and advertised in the *Statesboro Herald* on September 2 and September 9. Two (2) bids were e-mailed as requested during solicitation.

Two (2) bids were received Anderson etal:

<b>Vendor</b>	<b>Total Bid Price</b>	<b>Contractor Affidavit &amp; Certificate of Liability Ins.</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Bid Bond</b>	<b>Contractor E-verify Affidavit</b>
R.B. Baker Construction	\$808,092.21	Yes	Yes	Yes	Yes
Everett Dyches Grassing Co., Inc	\$848,824.00	Yes	Yes	Yes	Yes

Two (2) bids were received Red Hill Church Rd. etal:

<b>Vendor</b>	<b>Total Bid Price</b>	<b>Contractor Affidavit &amp; Certificate of Liability Ins.</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Bid Bond</b>	<b>Contractor E-verify Affidavit</b>
R.B. Baker Construction	\$934,594.48	Yes	Yes	Yes	Yes
Everett Dyches Grassing Co., Inc	\$956,412.50	Yes	Yes	Yes	Yes

Bid opening attendees: Jeff Pinnell (Everett Dyches), Henry Claussen (RB Baker), Kirk Tatum, Harry Starling, Whitney Richland and Faye Bragg.

**2014 LMIG PROJECT REPORT**

COUNTY / CITY           Bulloch          

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Red Hill Church Rd	Old SR 46	dirt	1.27	90 lbs OGI with 1.25 inch asphalt overlay	\$165,081	Oct 2014
Anderson Rd	Nevils-Daisy Rd	Evans Co.	2.89	1.5 inch asphalt overlay	\$235,422	Oct 2014
Portal-Rocky Ford Rd	Portal City Limits	SR 67/US 25	3.23	90 lbs OGI with 1.25 inch asphalt overlay	\$419,853	Oct 2014
Old Groveland Rd	SR 67	Nevils-Grovel and Rd	3.79	1.5 inch asphalt overlay	\$515,648	Oct 2014
Raintree Ct, Steeping Stone Ct. and Winding Way	SR 24	cul-de-sac	0.70	1.5 inch asphalt overlay	\$62,509	Oct 2014
Sinkhole Rd	New Pavement	SR 46	2.69	90 lbs OGI with 1.25 inch asphalt overlay	\$349,660	Oct 2014

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

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>  Engineering	<b>MEETING DATE (Box 2)</b> October 7, 2014		
	<b>RESOLUTION ATTACHED? (Box 3)</b>	YES	
		NO	X

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

Request that the Board approve the bid from R.B Baker Construction Co. of Garden City, GA in the amount of \$808,092.21 for resurfacing 9.92 miles of various county roads.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**  
This bid is for resurfacing Anderson Rd, Old Groveland Rd and the roads in Mill Creek Estates using a conventional asphalt overlay. A new type of striping known as "High Build" was also specified in this bid. High build striping places the burden on the contractor to provide test data that the striping reflectivity meets GDOT standards.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>					
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	YES		<b>AMENDMENT REQUIRED? (7b)</b>	YES	
			NO			NO	X
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>					
<b>CONSENT (6c)</b>		The bid report and resurfacing summary sheet are attached.					
<b>NEW BUSINESS (6d)</b>	X						
<b>OLD BUSINESS (6e)</b>							
<b>OTHER (6f)</b>							

**APPROVED FOR AGENDA (Box 8)**

<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES	X	YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	VLT	INITIAL		INITIAL		INITIAL	AMP	INITIAL		INITIAL	ll
DATE	09/22/14	DATE		DATE		DATE		DATE		DATE	10.02.14

**COMMISSION ACTION AND REFERRAL (Box 9)**

<b>APPROVED</b>		<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>		
<b>DEFERRED</b>		<b>NOTES</b>
<b>OTHER</b>		

## MEMORANDUM

Date: September 16, 2014  
To: Tom Couch  
From: Faye Bragg  
Subject: Bid Opening for Two Road Resurfacing Projects

---

Sealed bids were opened in the Library/Conference Room at 115 North Main Street on September 16, 2014, at 3:00 pm for resurfacing of Anderson Rd., Old Groveland Rd., Winding Way, Stepping Stone Ct., and Raintree Ct., for a total length of 9.92 miles. Sealed bids were also opened at 3:15 pm for resurfacing of Red Hill Church Rd., Portal-Rocky Ford Rd., and a portion of Sinkhole Rd., for approximate total length of 7.19 miles.

Four (4) bids were e-mailed for each project on September 2, 2014, as well as being posted on the County's website and advertised in the *Statesboro Herald* on September 2 and September 9. Two (2) bids were e-mailed as requested during solicitation.

Two (2) bids were received Anderson et al:

<b>Vendor</b>	<b>Total Bid Price</b>	<b>Contractor Affidavit &amp; Certificate of Liability Ins.</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Bid Bond</b>	<b>Contractor E-verify Affidavit</b>
R.B. Baker Construction	\$808,092.21	Yes	Yes	Yes	Yes
Everett Dyches Grassing Co., Inc.	\$848,824.00	Yes	Yes	Yes	Yes

Two (2) bids were received Red Hill Church Rd. et al:

<b>Vendor</b>	<b>Total Bid Price</b>	<b>Contractor Affidavit &amp; Certificate of Liability Ins.</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>Bid Bond</b>	<b>Contractor E-verify Affidavit</b>
R.B. Baker Construction	\$934,594.48	Yes	Yes	Yes	Yes
Everett Dyches Grassing Co., Inc	\$956,412.50	Yes	Yes	Yes	Yes

Bid opening attendees: Jeff Pinnell (Everett Dyches), Henry Claussen (RB Baker), Kirk Tatum, Harry Starling, Whitney Richland and Faye Bragg.

**2014 LMIG PROJECT REPORT**

COUNTY / CITY           Bulloch          

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Red Hill Church Rd	Old SR 46	dirt	1.27	90 lbs OGI with 1.25 inch asphalt overlay	\$165,081	Oct 2014
Anderson Rd	Nevils-Daisy Rd	Evans Co.	2.89	1.5 inch asphalt overlay	\$235,422	Oct 2014
Portal-Rocky Ford Rd	Portal City Limits	SR 67/US 25	3.23	90 lbs OGI with 1.25 inch asphalt overlay	\$419,853	Oct 2014
Old Groveland Rd	SR 67	Nevils-Grovel and Rd	3.79	1.5 inch asphalt overlay	\$515,648	Oct 2014
Raintree Ct, Steeping Stone Ct. and Winding Way	SR 24	cul-de-sac	0.70	1.5 inch asphalt overlay	\$62,509	Oct 2014
Sinkhole Rd	New Pavement	SR 46	2.69	90 lbs OGI with 1.25 inch asphalt overlay	\$349,660	Oct 2014