Bulloch County Board of Commissioners Regular Meeting

01.20.2015
Estimated Time: 1 Hour
North Main Annex Community Room
Statesboro, Georgia
8:30 AM

Meeting Function:	**Board of Commissioners**	Type of Meeting:	**Regular Meeting**
Meeting Chair:	**Chairman, Garret Nevil (Presiding)**	Recorder:	**Clerk of the Board, Olympia Gaines**
Parliamentarian:	**County Attorney, Jeff Akins**	Ex-Officio:	**Tom Couch, County Manager; Andy Welch, Assistant County Manager; Whitney Richland, Chief Financial Officer, Randy Newman, Zoning Administrator, Mike Rollins, SBCPRD Director**

General Business Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Rushing	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Chairman Nevil	8:36 AM	
Public Comments	Audience	8:38 AM	
Consent Agenda	Chairman	8:48 Am	
To approve the minutes of the Regular Meeting held on January 6, 2015.	Clerk of the Board		Tab A
To approve Alcohol Beverage License	Clerk of the Board		Tab B
To approve Contract with Robertson Industries, Inc. to Resurface Splash in the Boro Spray Pad			Tab C
New Business			
Discussion: An Amendment to the Zoning Ordinance to Update definitions and standards for community residences (group homes, personal care homes, etc.)	Planning/Zoning	8:50 AM	Tab D
Commission and Staff Comments	Chairman Nevil, et al.	9:20 AM	
Adjourn	Chairman Nevil	9:35 AM	

Additional Information: None

Background information in Board packets.

January 6, 2015
Statesboro, GA

Work Session and Regular Meeting

The Board of Commissioners met at 4:30pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Anthony Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson and Commissioner Carolyn Ethridge (came in at 5:30pm) The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Deputy Jared Akins, Public Safety Director Ted Wynn, Sheriff Lynn Anderson, Zoning Administrator Randy Newman, Purchasing Manager Faye Bragg, and Management Analyst Cindy Steinmann.

After Roll Call, Chairman Nevil asked for amendments or modifications of the Work Session Agenda. Hearing none, Commissioner Mosley offered a motion to approve the Work Session Agenda as presented. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Simmons and Commissioner Mosley voting in favor of the motion.

Chairman Nevil stated the first item on the Work Session Agenda was for Discussion/Action on the Courthouse Square Use Policy. He called on Mr. Akins to initiate discussion on the matter. Mr. Akins stated he had reviewed the current policy and because of recent controversy with static displays by various groups within the community, he suggested the following amendment options to the current policy for possible consideration: (1) Continue with current policy, which allows static displays and group assemblies, but incorporate additional regulations; (2) prohibit all static displays, but allow community groups to assemble at the courthouse square; (3) only allow groups to assemble for First Friday activities; or (4) eliminate all activities including group/community assemblies and First Friday activities. Commissioner Gibson recommended striking option four, as this would be a detriment to the community. Chairman Nevil recommended that the policy remain as it is without any changes. Commissioner Simmons recommended continued review of the current policy along with additional regulations,

and then allow the matter to be brought back before the Board. Mr. Akins stated he would review the current policy and the law regarding use of public forums, and would prepare some amendments to the current policy for future consideration by the Board. Sheriff Anderson asked if the current form used to reserve the courthouse square was still needed and if it had to be reviewed by him. Mr. Couch stated he typically would prefer to sign off on the form first; however, he suggested that law enforcement sign off first in order to relate any information that may be helpful in determining approval to use the courthouse square.

Chairman Nevil stated the next item on the Work Session Agenda was for Discussion/Action on the Local Buyers Preference. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated he had collected research data regarding local buyers preference policies from several Georgia counties and came up with the following provisions for the Board to review, but suggested narrowing the attributes down to at least four possible provisions. The provisions were listed as follows: (1) Principal local office in the county (usually with a minimum length of time- 6 months); (2) A valid business license or occupational tax certificate with the county (including municipalities inside the county); (3) Local banking relationship; (4) All local obligations paid (taxes, fees, fines); (5) 51% local ownership; (6) local ownership threshold; (7) Small business provision; (8) Point-of-sale for product/service; (9) Proof that sales taxes are paid in the county. After discussion, Mr. Couch stated that the consensus seemed to be recommendations for the following provisions: A valid business license or occupational tax certificate with the county, all local obligations paid (taxes, fees, and fines), principal local office in the county with a six month minimum length of time, and small business provision. Mr. Couch suggested that everyone review the material he presented and bring it back at a future meeting for more discussion.

Chairman Nevil stated the third item on the Work Session Agenda was for Discussion/Action on the Hotel-Motel Tax Ordinance. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated that there has been a concern with the declining level of tax revenues and determined that the primary reason is the lack of auditing and enforcement. He stated that the County's ordinance is not as specific with regards to due dates and late penalties as other ordinances are. He suggested the following changes: (1) collecting the tax on tourist camps or campgrounds where the original ordinance exempted such collections; (2) consideration for keeping the first 3% of the tax collected which could accrue to the General

Fund. After much discussion, Mr. Akins stated that the language in the ordinance needed to be reviewed and updated to be consistent with current Georgia law. Mr. Couch suggested everyone review the material and information he presented, and he would bring it back at a future meeting for more discussion.

After a five minute recess, Chairman Nevil welcomed guests and called the meeting to order. Commissioner Thompson gave the invocation and the pledge of allegiance. Chairman Nevil stated the first item of business was the approval of the Zoning Agenda. Commissioner Ethridge offered a motion to approve the Zoning Agenda as presented. Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman presented item #1 which was an application submitted by Emmett and Wendy Sherriff requesting a Conditional Use for a personal care home. The property consists of 1.32 acres and is located at 718 Hope Baptist Church Road Map/Parcel #103 000040F000. Mr. Newman stated that Ms. Sherriff was the only person signed up to speak on the request (See Exhibit #2015-001). Ms. Sherriff stated that they would like to provide services to individuals with mental health issues, who were homeless, or who had no other resources. Ms. Sheriff stated that she was aware and understood the conditions associated with this Conditional Use request. Without further discussion, Commissioner Ethridge offered a motion to approve Emmett and Wendy Sherriff's request for a Conditional Use to operate a personal care home with conditions (See Exhibit #2015-002). Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the next item of business on the agenda was the approval of the General Business Agenda. Commissioner Gibson offered a motion to approve the General Business Agenda as presented. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, 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. Hearing none, he stated the next item on the agenda was a presentation by Dr. Richard Cleveland on the Hens for Eggs program. Dr. Cleveland, a professor at Georgia Southern University, discussed recommending a variance for families who live on residential lots to have hens to use their eggs for personal consumption. Dr. Cleveland stated there is some confusion over the language and wording in the ordinances and asked for input from the Board concerning those families who have an interest in having hens. Dr. Cleveland presented the following factors for the Board to consider in regards to this approach: (1) Variance (individual consideration, fee revenue); (2) Lot size/layout; (3) No roosters; (4) Number of hens (per sq feet cap limit) on lots not classified as agricultural. Chairman Nevil thanked Dr. Cleveland for his presentation.

Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) approve the minutes of the Regular Meeting on December 16, 2014; (2) Approve appointment of Commissioner Thompson as Vice-Chairman for 2015; (3) Approve contract with Southern Eagle Officials Association (See Exhibit #2015-003). Without further discussion, Commissioner Gibson offered a motion to approve the Consent Agenda as presented. Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil called for general comments or statements from the Commissioners. The Commissioners each wished everyone a Happy New Year, thanked everyone for attending the meeting and staff for all their hard work, thanked Dr. Cleveland for his presentation. Mr. Couch reminded Commissioners of an upcoming ACCG event and asked if they were planning to attend to please confirm attendance so that this could be set up.

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 Personnel Matters. 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 purpose of discussing and deliberating on Personnel Matters. Without further discussion, Commissioner Gibson offered a motion to adjourn and enter into Executive Session to discuss and deliberate on Personnel Matters (See Exhibit #2015-004). Commissioner Ethridge

seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

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

_____

J. Garrett Nevil, Chairman

Attest: _____

Olympia Gaines, Clerk of the Board

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 1.20.2015		
Public Safety: Sheriff, Administration: Clerk of the Board	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine sales to Mitul Patel (Designee) of Shree Aksharmurti, Inc., doing business as Zip N Food #11, and is located at 7462 Stilson Leefield Rd, Brooklet, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

There is no apparent reason to deny the application. Approval is recommended. Application is attached. Criminal history is attached.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	OB	INITIAL	JPa	INITIAL	
DATE		DATE		DATE		DATE	1.15.15	DATE	1/14/15	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Bulloch County Sheriff's Office

Lynn M Anderson
Sheriff

17257 Hwy 301 North
Statesboro, GA 30458
(912)764-8888
FAX (912)764-2376
www.bullochsheriff.com

The following information is furnished to the Bulloch County Board of Commissioners in regards to an application for a beer and wine license. This information is furnished by the Bulloch County Sheriff's Office for the purpose of the Board in their decision on the issuance of a license.

NAME: JAGDISHCHANDRA B BHATT

BUSINESS: ZIP N FOOD #11

LOCATION: 7462 STILSON LEEFIELD RD BROOKLET GA

CRIMINAL HISTORY: NO CRIMINAL HISTORY

RESIDENCY: INSIDE BULLOCH COUNTY

This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

LT Chelsea Morgan

1/7/15
DATE

NOTARY PUBLIC

(#92 Zip-n-food #11 - Wes) Transfer

owner = not citizen needs designeeto

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

****YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY****

DATE OF APPLICATION_____ NEW ✓ RENEWAL_____

Type of Business to be operated:

✓	Retail beer and wine packaged only	$1,500.00
____	Retail beer and wine by the drink (pouring license)	$1,500.00
____	Retail liquor by the drink (pouring license)	$3,000.00
____	Pouring license (beer, wine, and liquor)	$4,500.00
____	Wholesale license	$1,200.00
____	Farm Winery	$2,250.00
____	Catering License (off premise)	$ 500.00
✓	Application Fee (***due upon returning application***)	$ 250.00
____	Event Permit	$ 50.00
✓	License Transfers	$ 250.00
____	Temporary Permit (all forms)	$ 250.00

Total license fee (include the application fee) $ _____

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

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

Applicant's full name JAGDISHCHANDRA B. BHATT
Name of business SHREE AKSHARMURTI INC (Zip-n-food #11)
Location of business 7462 Stilson Leefield Rd, Brooklet GA 30415
Type of business organization (Corporation, limited liability company, partnership, etc.)
Corporation
Business mailing address P.O. BOX - 595 Brooklet - GA · 30415 Phone [redacted]
Applicant's home address 552 · E. Main St · Apt #422, Statesboro - GA 30461 Phone [redacted]
Applicant's age 47 Date of birth [redacted] Social Security # [redacted]

Are you a resident U.S. Citizen?
YES ____ NO No

Are you a resident of Bulloch County?

YES YES NO ____

FROM DEC 22 2014 copy of lease Submitted.

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

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?

YES YES NO _____

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

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

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

JAGDISHCHANDRA	100 %

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

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

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

YES _____ NO NO

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

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

YES _____ NO NO

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

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

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

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Christy A. Strickland, Clerk

Response Key: .BUSX-

0875369 GA-CCH 20150102 09:23:54 20150102 09:23:53 201505156C
IR.GASIR0000.GA0160001.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:
DATE: 20150102 PUR: E ATTN: NEVILS/KCM
ARN: ALR ZIPNFOOD#1
RESPONSE DATE: 20150102

QUERY REQUESTED ON:
NAM/BHATT, JAGDISHCHANDRA
DOB/[redacted]
SEX/M
RAC/A
SOC/[redacted]

NO RECORD FOUND

END OF RECORD

U[a]

Office of the Sheriff

SHERIFF
LYNN M. ANDERSON

17257 HWY 301 NORTH
STATESBORO, GA 30458
(912) 764-8888
FAX (912) 764-2917

The following information is furnished to the Bulloch County Board of Commissioners, in regards to an application for a beer and Wine License. This information is furnished by the Bulloch County Sheriff's Department for the purpose of the Board in their decision on the issuance of a license.

#92

NAME: Mitul Patel

BUSINESS: Zip N Food #11

LOCATION: 7462 Stilson-Leefield Rd
Brooklet, GA

CRIMINAL HISTORY: OK

Picked up 12/22/14

RESIDENCY: OK

This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

LYNN M. ANDERSON, SHERIFF, BULLOCH COUNTY, GA.

This 31 Day of Oct, 2014

NOTARY PUBLIC

"The sheriff shall keep and preserve the peace of his county."

(Designee)

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION_____ NEW ✓ RENEWAL_____

Type of Business to be operated:

_____	Retail beer and wine packaged only	$1,500.00
_____	Retail beer and wine by the drink (pouring license)	$1,500.00
_____	Retail liquor by the drink (pouring license)	$3,000.00
_____	Pouring license (beer, wine, and liquor)	$4,500.00
_____	Wholesale license	$1,200.00
_____	Farm Winery	$2,250.00
_____	Catering License (off premise)	$ 500.00
_____	Application Fee (***due upon returning application***)	$ 250.00
_____	Event Permit	$ 50.00
_____	License Transfers	$ 250.00
_____	Temporary Permit (all forms)	$ 250.00

Total license fee (include the application fee) $ _____

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

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

Applicant's full name MITUL PATEL
Name of business Zip n food #11
Location of business 7462 Stilsonleefield Road Brooklet GA.
Type of business organization (Corporation, limited liability company, partnership, etc.)

Business mailing address P.O Box 595 Brooklet GA 30415 Phone [redacted]
Applicant's home address 552 E Main St APT 828 STATESBORO GA Phone [redacted]
Applicant's age 42 Date of birth [redacted] Social Security # [redacted]

Are you a resident U.S. Citizen?
YES X NO ____

Are you a resident of Bulloch County?

YES X NO ____

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

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?

YES _____ NO X

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

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

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

_____ _____

_____ _____

_____ _____

_____ _____

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

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

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

YES _____ NO X

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

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

YES _____ NO X

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

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

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

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

No Record Found | Wanted

ALEN-10141259 GA-CCH 20141031 09:26:21 20141031 09:26:21 04F34764BB
IR.GASIR0000.GA0160032.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:
DATE: 20141031 PUR: E ATTN: NEVILS/KCM
ARN: ALR ZIP N FOODS #11
RESPONSE DATE: 20141031

QUERY REQUESTED ON:
NAM/PATEL,MITUL
DOB/[redacted]
SEX/M
RAC/A

NO RECORD FOUND

END OF RECORD

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) 1/13/2015		
Parks and Recreation Dept./Splash in the Boro	RESOLUTION ATTACHED? (Box 3)	YES	x
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Contract with Robertson Industries, Inc. to resurface Splash in the Boro Spray Pad

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

The Spray pad at Splash in the Boro needs to be resurfaced. The previous surface that was installed in 2009 has been patched multiple times due to poor adhesion with the underlying concrete. During this offseason, we noticed that a large portion of the existing surface was cracking and peeling away from the concrete. We determined that due to the extent of the peeling and cracking, it would not be feasible to patch. The surface requires full replacement or risk having to close the feature for the 2015 summer season. The original surface was a rubberized "pebbleflex" granular material designed for playgrounds. The replacement material will consist of Polyolefin Plastic granules with Chlorine resistant aliphatic urethane adhesive that is better suited for aquatic spray pads. This product comes with a 3 year limited warranty on materials and workmanship. Sealed bids were received on 1/9/15. After reviewing the bids and checking references, Robertson Industries, Inc. met our specifications at the best price.

AGENDA CATEGORY (CHECK ONE) (Box 6)	
PRESENTATION (6a)	
PUBLIC HEARING (6b)	
CONSENT (6c)	X
NEW BUSINESS (6d)	
OLD BUSINESS (6e)	
OTHER (6f)	

FINANCIAL IMPACT STATEMENT (Box 7)

BUDGETED ITEM? (7a)	YES	✓	AMENDMENT REQURED? (7b)	YES	
	NO			NO	

ATTACH DETAILED ANALYSIS, IF NEEDED (7c)

See attached documentation.

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	✓	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL MR		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 1/13/2015		DATE		DATE		DATE		DATE		DATE	

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

Memo

Family Waterpark & Aquatic Center

To: Mike Rollins

From: Steve Brown

CC:

Date: 1/14/2015

Re: Splash Spray Pad re-surfacing

On Friday, January 9, 2015, we received four sealed bids for resurfacing the Spray pad at Splash in the Boro. The material specified consists of Polyolefin Plastic granules and Chlorine resistant Aliphatic Urethane adhesive better suited for aquatic spray pads as opposed rubberized granules more suited for dry playgrounds. (see material specifications on page five (5) of Invitation to bid)

After reviewing the bids, the lowest bidder of the four, Lanier Plans, bid on the rubber granules instead of the polyolefin plastic granules specified in the bid. (Documentation available upon request)

We reviewed the other bids for material, price, and warranty. Upon comparing that information and checking references, we determined that Robertson Industries, Inc. would best meet our specifications at the best price. Three years limited warranty on materials and workmanship was the most any of the vendors we spoke to offered.

The references we checked included, Baker Ranch Housing Development, Camp Little Bear Park, and Sea World. They each had positive things to say regarding Robertson Industries and their workmanship. The only issue that we found was at Sea World where the client admitted to putting a rush on the project and felt the concrete surface was not fully cured before laying the pad. This has led to some peeling, which was repaired under warranty in a timely fashion. The other references stated that they have had no issues with the product and no need for warranty work. Each of them has had the surface in place for over one year and are pleased with the product.

(See attached information)

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

DATE: 1/13/2015

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS NO. 1 Robertson Industries (Tot Turf)		NO. 2 Aqua Seal, LLC		NO. 3 USA Pools Construction		NO. 4 Lanier Plans Inc (Kor Kat)	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Spray Pad re-surfacing			$94,196.00	$94,196.00	$107,780.00	$107,780.00	$99,000.00	$99,000.00	$81,234.00	$81,234.00
					$0.00		$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00		$0.00
	LESS DISCOUNTS										
	PLUS FREIGHT				$0.00		$0.00		$0.00		$0.00
	TOTALS				$94,196.00		$107,780.00		$99,000.00		$81,234.00

REQUESTING DEPARTMENT
Aquatics- Splash in the Boro

ACCOUNT CODE
556-6241-39.1100

DEPARTMENT HEAD/DESIGNEE
Steve Brown

NOTES

Lanier Plans , Inc. Had the lowest bid price, but after calling them, they admitted to bidding on the rubber granules and not the plastic granules as specified in the bid request. I included them on the req because they turned a bid in.

AWARD TO: **Robertson Industries**

Lanier quoted the wrong material

(IF NOT LOW QUOTATION STATE REASON)

PURCHASE ORDER NO.:

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

INVITATION FOR BID – (Exhibit A)
RESURFACING 6,600 SQ. FT. SPRAY PAD
STATESBORO-BULLOCH COUNTY SPLASH IN THE BORO FAMILY WATERPARK AND AQUATIC CENTER

Sealed bids from suppliers will be received by the Bulloch County Board of Commissioners (herein after referred to as, the County), hand delivered or delivery services to Bulloch County Commissioners, 115 North Main Street, Statesboro, Ga., 30458 or mailed to Bulloch County Board of Commissioners, Attn: Purchasing Dept., P.O. Box 347, Statesboro, GA 30459 until 3:00 P.M. legally prevailing time on January 9, 2015. Actual bid opening will take place in the Library/Conference Room 102 located in the Bulloch County Commissioners North Main Annex, 115 North Main Street, Statesboro, GA 30458; January 9, 2015, at 3:00 pm.

At the time and in the room noted above, the bids for each commodity will be publicly opened and read. No extension of the bidding period will be made.

Award, shall be on a lump sum basis. No bid may be withdrawn for a period of 60 (sixty) calendar days after time has been called on the date of opening.

The Commissioners reserve the right to reject any or all bids and to waive technicalities and informalities associated with the bid, and to make the award that it deems in the best interest of the County.

There is a **check list on page 11** that has listed all items that must be included in the sealed bid package. Failure to include any of the listed items will be just cause for not accepting the submitted bid package.

Local Buying Preference: A local vendor is considered any offeror who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation. Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so. The County has an obligation to the taxpayers to use our financial resources wisely. For all purchases over $5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 ($1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in part, such bid or bids may be deemed in the best interest of the purchaser.

Award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

TERMS AND CONDITIONS

1. **CHANGES:** No change shall be made to this invitation except by written modification by the purchasing department.

2. **FOB DESTINATION POINT:** Bid prices shall include shipping to Statesboro-Bulloch County Parks Splash in the Boro. Title to remain with vendor until fully accepted by County. Goods damaged or not meeting specifications will be rejected.

3. **Bid Identification**: The outside of the sealed envelope shall include the wording: **Spray Pad Resurfacing, Bid Opening: January 9, 2015, @ 3:00 P. M. Attn: Purchasing Manager.**

4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) sixty calendar days after time has been called on the date of opening.

5. **AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the invitation for bid, will be most advantageous to the County, price, delivery terms, guarantee clauses and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party.

6. **EXCEPTIONS TO SPECIFICATIONS:** Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform shall so note on the "Exceptions to Specifications" sheet provided. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.

7. PAYMENT: Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice.

7.1 Itemize all invoices in full. Be sure our order number is on your invoice.

7.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order.

7.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. Certification will be furnished if requested.

8. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

9. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.

11. ANTI-DISCRIMINATION CLAUSE: Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.

12. COMMODITY STATUS: It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Bulloch County.

13. DELIVERY: Delivery shall be made to Bulloch County Parks and Recreation Department Splash in the Boro Waterpark & Aquatic Center, 1388 Hwy. 24 East, Statesboro, GA 30461.

14. COMPLIANCE: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the county's right to insist at any time on full compliance with any of the terms and conditions here in.

15. PRODUCT COMPLIANCE: Bidders must submit with their bid an itemized list of the equipment included on the units they propose to furnish along with the latest printed specifications and/or advertising literature to prove compliance with our specifications.

16. QUESTIONS: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

17. QUALITY: Any brand names or trade names used in the specifications are for the purpose of describing and establishing general quality levels.

18. INSURANCE: Vendor shall maintain the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and with an endorsement naming Bulloch County as an additional insured; and (iii) automobile liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. **Certificate of insurance must be provided before the bid can be awarded.**

For technical questions contact:
Steve Brown, Aquatics Division Manager, 912-489-9047 or sbrown@bullochrec.com

For procurement questions contact:
Faye Bragg, Purchasing Manager, 912-764-6245 or fmbragg@bulloch.net

SHIPPING COSTS, IF ANY SHALL BE INCLUDED IN BID PRICES.

Submit bid by one of the following:

Mailing Address

Bulloch County Commissioners
Attn: Purchasing Manager
P.O. Box 347
Statesboro, GA 30459

Hand or Delivery Service Address

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Faxed bids are not accepted for sealed bids.

Scope of Work

To supply all labor to prep concrete surface, equipment for installation, and material to install safety surfacing over approximately 6,600 square feet of concrete surface. This work should also include installation of extra safety padding at the ends of the kiddie slides consisting of approximately 72 square feet. (Removal of existing surface material will be completed by others).

"MINIMUM SPECIFICATIONS"

Material Specifications

- Polyolefin plastic granules with chlorine resistant resin
- Material should be intended for an Aquatic environment that includes submerged applications as well as semi-dry applications.
- Material should also be slip resistant, chlorine resistant, fungus resistant, heat resistant, and UV resistant.
- Material should be available in multiple colors.
- The contractor will provide a contact list of at least three satisfactory references to be included in the bid package submitted

Please include any additional information such as warranty and etc. Color patterns and designs will be determined later. Please include specifications for any additional costs, if any, that may be involved.

Please list any exceptions to the specifications on the exceptions to specifications sheet.

EXCEPTIONS TO SPECIFICATIONS SHEET

If you have an exception to our specifications use this sheet and list the item you are taking an exception on and the description of the exception. Bulloch County will determine compliances to the specifications based on the information submitted. If there are no exceptions to the specifications on the bid, mark the box "No Exceptions Taken" and return this form with the bid.

☑ **NO EXCEPTIONS TAKEN**

ITEM	DESCRIPTION OF EXCEPTION

BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GA 30458
912-764-6245

BID FORM (Exhibit B)

RESURFACING 6,600 SQ. FT. SPRAY PAD and INSTALLITION OF 72 SQ. FT. EXTRA SAFETY PADDING AT ENDS OF KIDDIE SLIDES

1. Total Bid Price for Complete Job: $ 94,196.00
   This is a lump sum bid only.
   Bid price shall include material and installation per specifications.

2. Does your bid meet all of our specifications including terms and conditions?

   YES ✓ NO_____

3. Does your bid include all addendums (if any)?

   YES ✓ NO_____

Company Name: Robertson Industries, Inc

Company Address: 2414 W. 12th St., Ste 5, Tempe, AZ 85281

Company Representative: Richard Hawley

Title: VP of Sales

Signature of Representative: Richard Hawley

Telephone Number: (954) 882-1366 (Glenn Haab) Sales Rep

Fax Number: 602-340-0402

E-mail Address: ghaab@totturf.com

BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF: Arizona

COUNTY OF: Maricopa

Owner, Partner or Officer of Firm:
Richard Hawley

Company Name, Address, County and State:
Robertson Industries, Inc
2414 W. 12th Street, Ste 5
Tempe, AZ 85281

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal and that neither he/she nor the vendor has directly or indirectly violated any of the provisions of Section 36-91-21(d) of the Official Code of Georgia Annotated. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from bidding; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME Robertson Industries, Inc

SIGNATURE Richard Hawley

TITLE VP of Sales

Subscribed and sworn to before me this 5th day of Jan. 2015

NOTARY PUBLIC

" OFFICIAL SEAL "
Lizette Figueroa
Notary Public - Arizona
Maricopa County
My Commission Expires 10/11/2016

BULLOCH COUNTY, GEORGIA
VENDOR DECLARATION

The vendor understands, agrees and warrants:

That the vendor has carefully read and fully understands the full scope of the specifications.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for **60** days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **January 9, 2015**, but may not be withdrawn after such date and time for a period of **60** days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the vendor acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Richard Hawley — VP of Sales
Name — Title

[illegible] — VP of Operations
Name — Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 5th day of Jan 2015

NOTARY PUBLIC _____

" OFFICIAL SEAL "
Lizette Figueroa
Notary Public - Arizona
Maricopa County
My Commission Expires 10/11/2016

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service.

21552
EEV/Basic Pilot Program* User Identification Number

5 2008
Date of Authorization

RobertSon Industries Inc
Company Name

By: Richard Hawley
Authorized Officer or Agent
(Contractor Name)

1-5-15
Date

VP of Sales
Title of Authorized Officer or Agent of Contractor

Richard Hawley
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5th DAY OF Jan, 2015.

Notary Public
My Commission Expires: 10/11/2016

" OFFICIAL SEAL "
Lizette Figueroa
Notary Public - Arizona
Maricopa County
My Commission Expires 10/11/2016

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- ☒ 1. Page 6 – Exceptions to Specifications Sheet (marked appropriately)
- ☒ 2. Page 7 – Bid Form (completed & signed)
- ☒ 3. Page 8 – Non-Collusion Affidavit (completed & notarized)
- ☒ 4. Page 9 – Vendor Declaration (completed & notarized)
- ☒ 5. Page 10 – Contractor Affidavit (completed & notarized)
- ☒ 6. Proof of Insurance as indicated on page 4
- ☒ 7. Required References as requested on page 5.

BULLOCH COUNTY, GEORGIA
Short-Form Construction Contract (**EXAMPLE**)

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20__, by and between BULLOCH COUNTY, a political subdivision of the state of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners (hereinafter "the County") and _____ (hereinafter "the Contractor").

The County and the Contractor hereby agree as follows:

1. Scope of Work; Specifications. The Contractor shall furnish all labor, materials, and equipment and perform all of the work for the Project described as

(DESCRIBE PROJECT)

as set forth in this Agreement and in the scope of work, specifications, drawings, or other documents identified as:

A.

B.

The above-described documents are incorporated herein by reference and are as much a part of this Agreement as if fully set forth herein. Provided, however, that in the event of any conflict or ambiguity between the body of this Agreement and any above-described document, the body of this Agreement shall govern.

2. Time for Completion. The work shall commence upon the County's issuance of a notice to proceed and shall be completed no later than ____ calendar days thereafter. Time is of the essence of this contract.

3. Contract Sum. The County shall pay the Contractor for the performance of the work in total the sum of $_____.

4. Progress Payments. The County shall make monthly progress payments on account of the contract, less retainage of ____%, based upon the Contractor's submission to the County of an invoice detailing the work completed. The period covered by each invoice shall be one calendar month ending on the last day of the month, and payment shall be due within fifteen (15) days of the County's receipt of the invoice; provided, however, that payments otherwise due may be withheld by the County on account of, but not necessarily limited to, the following reasons: unsatisfactory job progress; defective construction which has not been remedied; disputed work; third-party claims filed or reasonable evidence that a claim will be filed; failure of the Contractor or its subcontractors to make timely payments for labor, equipment, and materials; damage caused by the Contractor to the County, other contractors, or subcontractors; or reasonable evidence that the contract cannot be completed for the unpaid balance of the Contract Sum.

5. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County, subject to the County's right to withhold payment for the reasons stated in Section 4 of this Agreement.

6. Contract Documents. The contract includes this Agreement and any scope of work, specifications, drawings, or other documents incorporated herein by reference. This includes, but is not necessarily limited to, any documents attached to this Agreement as an exhibit. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. Any conflict or ambiguity between the body of this Agreement and any document incorporated herein by reference shall be governed by the body of this Agreement. The Contractor shall be responsible for verifying any and all measurements set forth in the Contract Documents before commencing any work hereunder.

7. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.

8. Permits, Licenses and Regulations. The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the Contract Documents are at variance therewith.

9. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

10. Access to Work. The Contractor shall permit and facilitate the observation of the work by the County and its agents and public authorities at all times.

11. Changes in the Work. The County may order changes in the work, the Contract Sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in the form of a written change order to the contract executed by both the County and the Contractor. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

12. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

~~13. Liquidated Damages. The County and the Contractor agree that time is of the essence of this contract and that the County's damages will be difficult or impossible to estimate should the Contractor fail to complete the Project within the specified time. Therefore, should the Contractor fail to complete the Project within the specified time, the County and the Contractor agree that the Contractor shall pay to the County the sum of $_____ per day as liquidated damages, and not as a penalty, for each calendar day that the Project continues beyond the specified completion date. The County shall have the right to withhold any liquidated damages from amounts otherwise due the Contractor.~~

14. No Damages for Delay. In the event that the Contractor is delayed in the performance of the Project for any reason whatsoever, including but not limited to action or inaction of the County, another contractor or subcontractor, the Contractor shall not be entitled to any damages from the County for such delay, but the Contractor's sole remedy shall be an extension of time.

15. County's Right to Terminate Contract.

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

16. Insurance. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

B. Commercial general liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

C. Motor vehicle liability insurance with limits of not less than $1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than $2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than $250,000.00 because of injury to or destruction of property.

17. Builder's Risk Insurance. If required, as indicated below, either the County or the Contractor shall purchase and maintain, with a company authorized to do business in the state of Georgia, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the Project. The insurance shall include interests of the County, the Contractor, Subcontractors and Sub-subcontractors in the Project and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The County's purchase of builder's risk through the ACCG-IRMA interlocal risk pool shall satisfy any obligation the County may have under this Section. Builder's Risk Insurance shall be provided as follows:

( ) Not required.

( ) Furnished by County.

( ) Furnished by Contractor.

18. Payment and Performance Bonds. If indicated below, the Contractor shall furnish to the County prior to the start of construction payment and performance bonds in an amount equal to one hundred percent (100%) of the Contract Sum from a surety licensed to do business in the state of Georgia.

A. Payment Bond: Required ( ) Not Required ( )

B. Performance Bond: Required ( ) Not Required ( )

19. Separate Contracts. The County has the right to let other contracts in connection with the Project and the Contractor shall properly cooperate with any such other contractors.

20. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement, and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend herein.

21. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the Project he shall remove from the premises all rubbish, implements and surplus materials and leave the Project premises broom-clean.

22. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

23. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of this Agreement shall not be less than such specified hourly minimum rate of wage in the performance of this Agreement as required by law.

24. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
Attn: County Manager
P.O. Box 347
Statesboro, GA 30459
Fax #: (912) 764-8634

With a copy to:

Jeff S. Akins, Esq.
County Attorney
P.O. Box 347
Statesboro, GA 30459
Fax #: (912) 764-8634

Notices to the CONTRACTOR shall be sent to the following address:

_____
_____
_____
_____

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

26. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

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

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

29. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR	BULLOCH COUNTY
By:_____	By:_____ County Manager
Title:_____	
Attest:_____	Attest:_____ County Clerk
Title:_____	

TOT TURF

A PLAYCORE Company

Reference List - Splash Tread 1/02/15

City of Bradenton
Riverwalk Splash Pad
452 3rd Ave West
Bradenton, FL 34205
Contact: Gary Kinder
(941) 725-0391

Baker Ranch Housing Development
Bake Pkwy & Dimension Dr.
Lake Forest, CA 92630
Shea Homes (Developer)
Contact: Brian Mangano
(949)279-4948

City of Bell
Camp Little Bear Park
6704 Orchard Avenue
Bell, CA 90201
Contact: Chris A. Vogt
(323) 588-6211 ext. 294
206

AL

SeaWorld
500 Sea World Dr
San Diego, CA 92109
Contact: Rick Prado
(619) 666-4066

TotTurf Splash Tread Reference Check

Baker Ranch Housing Development

Brian Mangano- (949) 279-4948

How long has the surface been installed?

- Over one year

Are you satisfied with the product so far?

- Yes, no issues. Also, added that the splash pad does not have high volumes of use so far.

Are there any maintenance concerns?

- So far the only maintenance is hosing off the surface.

Were you satisfied with the install crew?

- Very satisfied. Worked together to make sure everything was ADA compliant. TotTurf was there for every step of planning and design.

Have you had any warranty work done and if so how was the process?

- No warranty work done yet on the splash pad surface, but had issues with synthetic turf around the area. TotTurf came and warranted all issues.

TotTurf Splash Tread Reference Check

Camp Little Bear Park

Al Cablay- (323) 588-6211

How long has the surface been installed?

- Over one year

Are you satisfied with the product so far?

- Yes, very bright, good colors

Are there any maintenance concerns?

- Was not sure about cleaning practices.
- Has had no issues with peeling or product defects.

Were you satisfied with the install crew?

- Pleased with TotTurf and communications between companies.

Have you had any warranty work done and if so how was the process?

- No warranty work done yet.

TotTurf Splash Tread Reference Check

Seaworld

Rick Prado- (619) 666-4066

How long has the surface been installed?

- Over one year

Are you satisfied with the product so far?

- Yes

Are there any maintenance concerns?

- Still working on best chemicals to use to clean (but mainly due to codes concerning what chemicals can go down drains)
- No staining so far

Were you satisfied with the install crew?

- Works a lot with TotTurf
- Had to rush the job due to opening and closing schedules
    - TotTurf worked around this schedule

Have you had any warranty work done and if so how was the process?

- Due to rushing the original job, the concrete had trouble setting up and caused some peeling.
    - TotTurf warranted this work and fixed all issues.

TotTurf® Limited Warranty

Issued to:

(Your Company Name)

Robertson Industries, Inc. warrants that its TotTurf® Splash Tread surfacing consisting of Polyolefin Plastic and Chlorine Resistant Aliphatic Urethane and installed at Your Project Name, located at Your Project Address, shall be free of defects in workmanship and materials for a period of 3 *years limited,* from Date of Completion, provided that the surfacing is installed by Robertson Industries, Inc. This warranty includes unreasonable deterioration (limited color fade), and surface brittleness resulting in cracking.
THE WARRANTY CONTAINED HERE IS EXPRESSLY IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED IN FACT OR BY LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER FURTHER AGREES THAT IN NO EVENT SHALL ROBERTSON INDUSTRIES, INC. ON ANY CLAIM OF ANY KIND HAVE ANY LIABILITY TO BUYER FOR LOSS OF USE, LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The Purchaser and Robertson Industries, Inc. expressly agree that the remedies provided in this warranty are in lieu of all other remedies against Robertson Industries, Inc. which Purchaser might otherwise have, to include but not limited to, consequential damages, direct damages, and indirect damages, and further that Robertson Industries, Inc. sole obligations hereunder are limited to the repair or replacement of defective material. If the same material is not available Robertson Industries, Inc. reserves the right to supply material of a similar grade, color and quality. Unless reasonable written notice is provided to Robertson Industries, Inc. by purchaser of a warranty claim all claims shall be barred. Reasonable notice is defined as written notice received thirty (30) days from the date the defect was either discovered or should have been discovered with reasonable diligence.

SAMPLE

THE WARRANTY DOES NOT COVER DAMAGE DURING THE CURING PROCESS (Unless specified per contract), SHRINKING OF LESS THAN 3/8", SLIGHT COLOR VARIATIONS INCLUDING AMBERING, COLOR FADING, DAMAGE DUE TO STAINS, BURNS, CUTS, GOUGES, AND INDENTATIONS CAUSED BY UNUSUAL USE, PROBLEMS CAUSED BY CRACKING, SHIFTING OR LIFTING OF THE SUBSTRATE OVER WHICH THE SURFACING PRODUCT HAS BEEN INSTALLED. DAMAGE FROM VANDALISM AND EXCESSIVE WEAR AND TEAR EXCLUDED.

Richard Hawley, Corporate VP/GM
Robertson Industries, Inc.

Revision 3/25/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
457102-RI-GAUWX-14-15

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Chubb Custom Insurance Company	38989
INSURER B :	Transportation Insurance Co	20494
INSURER C :	National Union Fire Ins Co Pittsburgh PA	19445
INSURER D :	American Casualty Company Of Reading, Pa	20427
INSURER E :	Liberty Insurance Underwriters Inc.	19917
INSURER F :	Continental Casualty Company	20443

INSURED
Robertson Industries, Inc.
2414 W. 12th Street
Suite 5
Tempe, AZ 85281

COVERAGES

CERTIFICATE NUMBER: ATL-003264683-05 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			79937909	08/01/2014	08/01/2015	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ EXCLUDED
	X SIR $25,000 Per Occ.						PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT LOC						POLICY AGGREGATE	$ 10,000,000
F	AUTOMOBILE LIABILITY			BUA 2098343798	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded: $1,000	$
C	X UMBRELLA LIAB X OCCUR			BE062829304	08/01/2014	08/01/2015	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2098343753 (AOS)	08/01/2014	08/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		WC 2098343834 (CA)	08/01/2014	08/01/2015	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 2098343879 (AZ)	08/01/2014	08/01/2015	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Excess Umbrella			100005445604	08/01/2014	08/01/2015	Each Occurrence	25,000,000
							Aggregate	25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Information Only

CERTIFICATE HOLDER

Robertson Industries
2414 W. 12th St
Suite 5
Tempe, AZ 85281

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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Glenn Haab
Sales Manager, Florida
Factory Direct Sales

5308 NW 67th Ave
Fort Lauderdale, Fl 33319
Toll Free: (800) 858-0519
Cell: (954) 882-1366
Fax: (602) 340-0402
Email: ghaab@totturf.com

TOT TURF
A PLAYCORE Company

Playground Safety Surfacing
www.totturf.com

Find us on facebook.

IPEMA MEMBER

IPEMA CERTIFIED

Made for running

Slip resistant

Splash Tread

Ideal for protecting tender skin during active water play.

Remember the days when the rule was "No running!"? Today running and physical activity are encouraged on spray pads. The problem with brushed concrete is children can scrape themselves on it, discouraging active play. Children play an entirely different way on SplashTread.

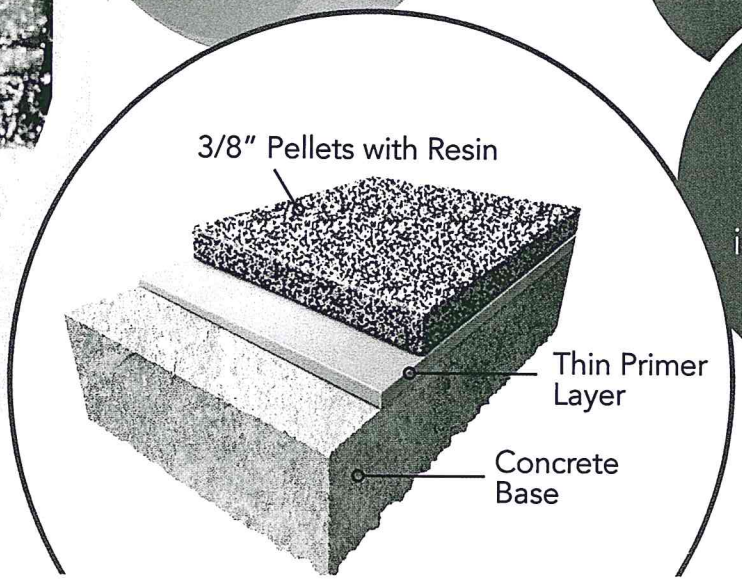
Non-slip

No scrapes or abrasions

Fungus resistant

Heat resistant

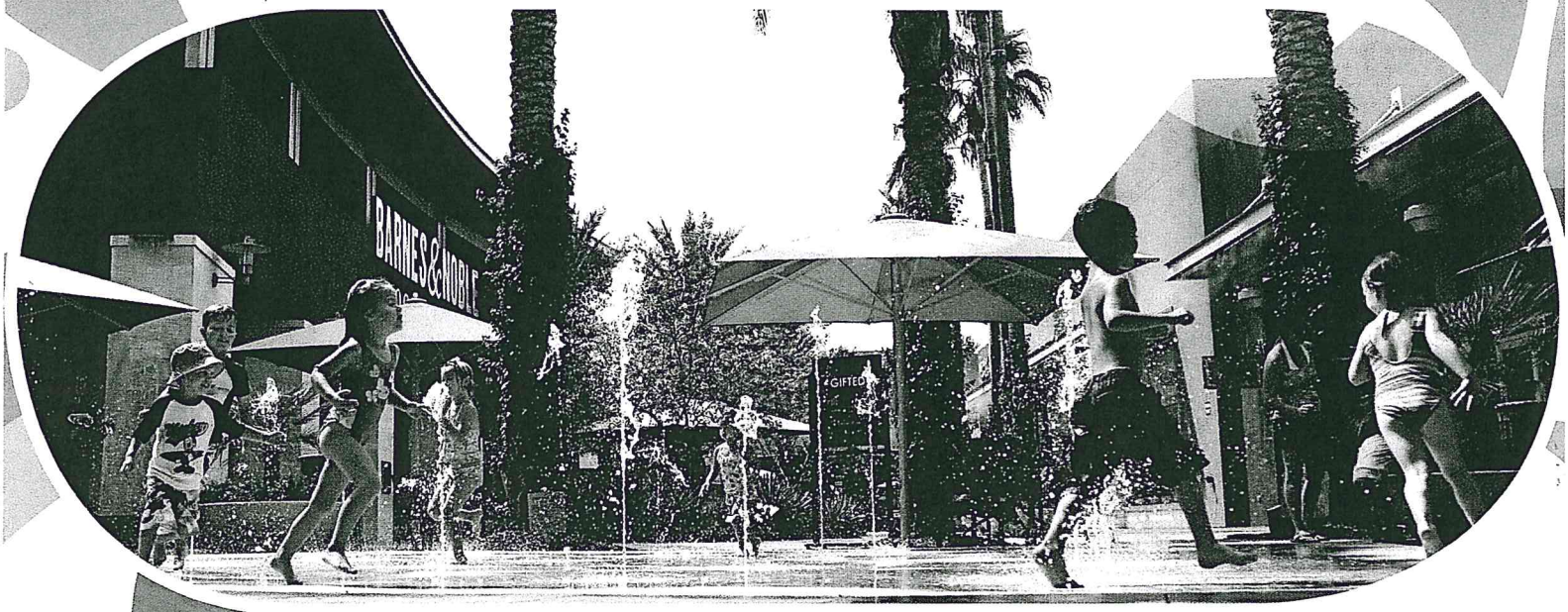
- **Chlorine resistant** Made from polyolefin plastic – the same material used to make totes that transport chlorine
- **UV Friendly** Plastic derivative resists fading and degradation due to the sun
- **Locks germs out** Closed cell technology locks out food, fungus, and bodily fluids
- **Bright colors** Colors look crisp and bright from day one due to non-ambering resin



3/8" Pellets with Chlorine Resistant Resin

Hand-troweled in place by trained and certified installers

Rubber and splash parks just aren't friends.
SplashTread is made for water play.



COLOR OPTIONS:

Robertson
Recreational Surfaces
A PLAYCORE Company

800-858-0519 • totturf.com

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 01.20.2015		
Planning and Zoning	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion (only) to consider an amendment to the zoning ordinance to update definitions and standards for community residences (group homes, personal care homes, etc.)

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
Please find attached one copy of the Albany-Dougherty, GA Ordinance for community residences and a concomitant fact sheet from the Georgia Department of Community Health. Discussed will be a range of other permissible options that will deal with appropriate land use and development standards. Should at a subsequent meeting proper language be approved, the staff would then recommend a petition to the Planning and Zoning Commission for recommendation.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES		AMENDMENT OR TRANSFER REQURED?	YES	
			NO	X		NO	X
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED:					
PUBLIC HEARING		None.					
CONSENT							
NEW BUSINESS	X						
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	[illegible]	INITIAL	[illegible]	INITIAL	
DATE		DATE		DATE		DATE	1/14/15	DATE	1/14/15	DATE	

COMMISSION ACTION AND REFERRAL

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

Revised: 01.01.07, MAC

AN ORDINANCE
ENTITLED 13-107

AN ORDINANCE AMENDING A PORTION OF TITLE II, DISTRICT REGULATIONS AND REQUIREMENTS OF THE ALBANY DOUGHERTY ZONING ORDINANCE SO AS TO ESTABLISH A NEW SECTION 2.01 6: COMMUNITY RESIDENCE REQUIREMENTS, INCLUDING PROPOSED AMENDMENTS TO TITLE I, ARTICLE 5: DEFINITIONS AND TO TABLE II.2.01 PERMITTED USES SUBJECT TO THE NEW SECTION 2.01 6; REPEALING PRIOR ORDINANCES IN CONFLICT AND FOR OTHER PURPOSES.

WHEREAS, this Commission, by Resolution 12-R173, adopted on September 25, 2012, established a temporary 120 day moratorium on the acceptance of any and all applications for occupation tax certificates regarding personal care homes; and

WHEREAS, in response to the moratorium, staff has had an opportunity to prepare text amendments to the Zoning Ordinance regarding community residence requirements; and

WHEREAS, it would be in the best interests of the citizens of the City of Albany to amend its present Zoning Ordinance, all as set forth in Agenda Items discussed on January 15, 2013 and February 7, 2013, prepared by the Planning and Development Services Department,

BE IT ORDAINED by the Board of Commissioners of the City of Albany, Georgia and it is hereby ordained by authority of same:

SECTION 1. From and after adoption of this Ordinance, Title II, Article 2 of the Zoning Ordinance shall be amended to add a new **Section 2.01 6: Community Residence Requirements**, to read as follows:

Section 2.01 6: Community Residence Requirements.

(a) *Purpose and intent.* This section is intended to address the regulation of non-traditional living arrangements in existing single-family residential neighborhoods as well as in other zoning districts throughout the community. It is adopted in response to concerns that these types of living arrangements could impact the residential character of the neighborhoods in which they are located. This section

is designed to help protect the character and stability of the city's neighborhoods while also maintaining a non-institutional setting for this type of housing.

(b) *Applicability.* No person shall establish or operate a community residence (as defined in this ordinance), or let a person occupy any rooming unit in any community residence except in compliance with the provisions of this article.

(c) *Business registration of existing community residences.* No person shall operate a community residence unless he holds a valid Occupational Tax Certificate (OTC) issued in the name of the operator and for the specific dwelling. Property owners operating a community residence shall register the community residence as an existing business within one hundred twenty (120) days from the effective date of this section. It shall be unlawful to continue to use or operate a community residence in the city after one hundred twenty (120) days from the effective date of this section, unless the community residence has been registered with the city. The city shall compile and maintain a list of registered community residences.

(d) *Occupational Tax Certificate application requirements.* The application for an OTC shall include the agent of the property and the resident manager as applicable. The applicant for an OTC required by this section shall file with the application the following:

(1) A copy of the recorded plat for the property;
(2) A site plan, if no current as-built survey exists;
(3) A parking plan for the structure detailing where and how many vehicles are to be parked on site including a written statement describing the plan.
(4) A floor plan of each floor of the building. Said floor plan shall be drawn to an acceptable architectural scale and shall show all stairs, halls, the location and size of all windows, the location and size of habitable rooms and the exits of each floor to be occupied. The intended use of every room in the building must be indicated on the floor plans submitted. For residences with 7 or more occupants (excluding employees or managers) complete architectural plans signed by a registered architect are required, and;
(5) A written statement indicating the number of persons proposed to be accommodated or allowed on each floor. Services to be provided, if any.

Upon receipt of a complete application, the property may be assigned a <u>*conditional*</u> OTC. Conditional OTCs are granted to provide the applicant the local documentation necessary to apply for any required state license. This will be converted to permanent status when proof of state licensing is presented if

applicable. Failure to provide a copy of the state license within 6 months voids the conditional OTC.

(e) *State license.* When licensing is required by the state for the operation of a community residence as defined by this ordinance, proof of such license must be presented to obtain a permanent OTC. All such facilities shall display both their state license and OTC so they are plainly visible from the front doorway of the facility.

(f) *Inspections.* All community residences must obtain fire and electrical inspections (where necessary, as a requirement of state or local laws) ,before either a certificate of occupancy or OTC may be issued or renewed by the City. Certification evidencing satisfactory inspections must be displayed in plain view visible from the front doorway of the facility.

(g) *Distance separation.* Community residences shall be separated from any other community residence by a minimum of one thousand (1000) feet as measured from the property line of the existing licensed establishment to the property line of the proposed location. The method of measurement shall be the direct route of travel along a paved or otherwise improved route appropriate for public vehicular, bicycle or pedestrian traffic.

(h) *Appointment of agent and agent responsibilities.* As part of the registration process, property owners of existing and new community residences shall appoint an agent, who lives in Dougherty County, as the person responsible for the property. The designated agent shall be available to be contacted twenty-four (24) hours a day, seven (7) days a week. The agent is the party designated to receive all notices from the city concerning the use of the property. The name and telephone number of the agent responsible for the community residence will be provided by the city to any neighbors who contact the city with complaints about the community residence. The designated agent for the property shall be responsible for responding expeditiously to any complaints received by the city and problems if they occur.

(i) *Occupancy.* Maximum occupancy for any structure is determined by the location's zoning designation and the International Property Maintenance Code requirements.

(j) *Construction, renovation, site improvements and design requirements.* In all residentially zoned districts, the square footage of an existing dwelling shall not be enlarged by more than 25 percent to facilitate use of the structure as a

community residence. In no case shall alterations be permitted to an existing community residence for the purpose of increasing the number of persons served by such facility. Exterior modification of an existing dwelling and provision of required parking shall be compatible with the residential character of the surrounding neighborhood design and scale including landscaping. Any new construction shall be compatible with the residential character, scale and materials of the surrounding neighborhood and comply with historic district guidelines where applicable.

(k) *Signage.* Community residences must comply with the sign ordinance provisions in the zoning regulations for the underlying zoning district where the structure is located.

(l) *Parking.* Parking congestion must be avoided. Both on-site and off-site parking shall conform to the standards contained elsewhere in this ordinance and be designed in such a way so as to be compatible with the residential character of the surrounding neighborhood.

(m) *Responsibility for maintenance.* The property owner, property agent, and resident manager (where applicable) of each community residence shall be individually responsible for the maintenance of safe and sanitary conditions in every part of the community residence. This is to include the maintenance of the exterior of the structure and landscaping. Exterior maintenance must be such that the structure's outward appearance is that of a residence, so as not to detract from the residential character of the neighborhood. Failure to meet these standards is grounds for non-renewal of the location's OTC.

(n) *Appeals.* A variance from these requirements may be requested in cases where the strict adherence to the regulations would cause an undue hardship upon the applicant. Such a variance may only be granted to provide reasonable accommodations. The appeal process shall be governed by Title 3, Article 5: of the City of Albany and Dougherty County zoning ordinance:

SECTION 2. From and after adoption of this Ordinance, Title I, Article 5 of the Zoning Ordinance shall be amended to add the following definitions:

Community Living Arrangement (CLA): Any residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are

not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavioral Health and Developmental Disabilities (DBHDD).

Community Residence: A dwelling unit occupied by two or more typically unrelated persons as their normal place of residence, but in which separate cooking facilities are not provided for such resident persons. The term *community residence* includes but is not limited to fraternity house, sorority house, rooming house, boarding house, community living arrangement and personal care home. A retirement community, nursing home, hotel or motel or bed and breakfast inn shall not be deemed to be a group residence as herein defined.

Memory care services: means the additional watchful oversight systems, program, activities and devices that are required for residents who have cognitive deficits which may impact memory, language, thinking, reasoning, or impulse control, and which place the residents at risk of eloping, i.e. engaging in unsafe wandering activities outside the home.

Memory care unit: means the specialized unit or home that either holds itself out as providing memory care services or provides personal services in secured surroundings.

Personal care home: A building(s) in which housing, meals, and twenty-four-hour continuous watchful oversight for two or more adults are provided and which facility is licensed or permitted as a personal care home by the State of Georgia. The term *personal care home* shall not include a *child caring institution*, *transitional housing*, a *rehabilitation housing facility*, a *rooming house*, a *boardinghouse*, or any facility that provides residential services for federal, state or local correctional institutions. *Personal care home* includes a *community living arrangement*, which is an establishment licensed by the state which undertakes through their ownership or management to provide or arrange for the provision of daily personal services, care or treatment for two or more adults who are not related to the owner or administrator and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavioral Health and Developmental Disabilities. The term also includes *memory care units* which provide memory care services in a secured environment.

(1) *Family Personal Care Home:* A Personal Care home in a family type residence, non-institutional in character, which offers care for two to six adults.

(2) *Group Personal Care Home:* A Personal Care home in a residence or other type of building that is non-institutional in character and offers care for seven to 15 adults.

(3) *Congregate Personal Care Home:* A Personal Care home that offers care to 16 or more adults.

Personal Services includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance with ambulation and transfer, and essential activities of daily living such as eating, bathing, grooming, dressing, and toileting.

Private home care provider: Provides "private home care services" which means an agency that is licensed to provide through its own employees or agents services at a client's residence that involves direct care to that client and includes nursing services, personal care tasks and companion or sitter tasks.

***Recovery Residences*:** Housing for persons released from prison, jailor mental health facility who need a more restrictive environment than outpatient services to establish or maintain abstinence from alcohol and other drugs and criminal or other behavioral issues. *Recovery Residences* are categorized according to the intensity of the substance abuse services/counseling that is delivered.

(1) *Standard Recovery Residences* require all residents to attend one or more hours of substance abuse services or counseling, or mental health counseling per week.

(2) *Intensive Recovery Residences* require all residents to attend five or more hours of substance abuse counseling, or mental health counseling per week, delivered by certified substance abuse counselors.

Rooming, Lodging* or *Boarding House: A dwelling unit within which a resident family or manager offers lodging or lodging and meals, but no other personal services, to two or more unrelated adults in exchange for monetary compensation or other consideration.

Structured Housing: Housing for individuals who meet prison-release eligibility requirements but who do not have an available residence and for probationers or parolees who become displaced. Does not include substance abuse or mental health treatment, although other programs may be provided. Attendance at available programs is not required in Structured Housing.

Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for more than six (6) persons who have no permanent residence and are in need of long-term housing assistance.

SECTION 3. From and after adoption of this Ordinance, Table II.2.01 Permitted Uses shall be amended in accordance with this Ordinance. The amended Table is attached hereto and incorporated herein by reference as fully as if set forth verbatim.

SECTION 4. This ordinance shall become effective immediately upon its adoption and simultaneously therewith the moratorium in Resolution 12-R173 ends.

SECTION 5. All Ordinances, or parts of Ordinances, in conflict herewith are repealed.

Dorothy Hubbard
MAYOR

ATTEST:

Sonja Gilbert
CITY CLERK
Adopted: Feb. 26, 2013

Introduced By Commissioner: Bob Langstaff, Jr.
Date(s) read: 2-26-13

City of Albany
Post Office Box 447
Albany, Georgia 31702-0447

Planning & Development Services 229-438-3901

COMMUNITY RESIDENCE APPLICATION

Property address: _____

Zoning of property: _____

Property owner's name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Name of applicant if different: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Operator of facility: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

24 hour contact for facility: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

What type of community residence is the proposed facility?

_____ Personal care home
_____ Community living arrangement
_____ Recovery residence
_____ Structured housing
_____ Transitional housing
_____ Miscellaneous rooms for rent (boarding/lodging/rooming)
_____ None of the above

City of Albany

Post Office Box 447
Albany, Georgia 31702-0447

Planning & Development Services 229-438-3901

Number of residents per floor: _____

Services to be provided, if any: _____

_____

Description of remodeling/construction: _____

_____

_____

The following information is required for zoning certification and occupational tax certificate (OTC):

- A copy of the recorded plat for the property;
- A site plan showing proposed site improvements including landscaping and parking;
- A floor plan of each floor of the building drawn to an acceptable architectural scale and shall show all stairs, halls, the location and size of all windows, the location and size of habitable rooms and the exits of each floor to be occupied. The intended use of every room must be indicated. For residences with 7 or more occupants (excluding employees or managers) complete architectural plans signed by a registered architect are required.

NOTE: once the zoning is certified, a *conditional* OTC may be issued. Proof of licensing by the state (if required) must be presented within 6 months to convert the conditional OTC to permanent status. Failure to provide this documentation will void the conditional OTC.

The annual renewal of an OTC for a community living arrangement is contingent upon satisfactory operation and upkeep of the facility. The facility must not negatively impact the character of its surroundings. Exterior maintenance must be such that the structure's outward appearance is that of a residence, so as not to detract from the residential character of the neighborhood. The overall goal is that of a non-intuitional setting for these types of residences. Any property that becomes a nuisance is subject to non-renewal of its OTC.

I have read and understand the above statement. Further, I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this _____ day of _____, 20_____

Signature of applicant: _____

Notary Public: _____ My commission expires: _____

Georgia Department of Community Health

Group Homes

A group home is a generic term that can describe many different types of residential situations. The phrase group home can be applied to residential services for children or residential services for adults. A residential service means that the individual lives full time in your home or a home you provide. Also, group home is not a license term, although many people use the term to describe a residential option that is licensed such as a personal care home (PCH), a community living arrangement (CLA), or for a residential program for children.

Personal Care Homes

A Personal Care Home provides housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. "Personal Services" includes individual assistance with or supervision of self-administered medication, assistance with ambulation and transfer, and assistance with essential activities of daily living such as eating, bathing, grooming, dressing, and toileting.

Community Living Arrangements (CLA)

Community Living Arrangement (CLA) means any residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Behavioral Health and Developmental Disabilities.

Nursing Home Program

Any facility that primarily provides skilled nursing care and related services to residents who require medical or nursing care; rehabilitation services to the injured, disabled, or sick; or on a regular basis, health care and services to individuals who because of their mental or physical condition require care and services (above the level of room and board) which is available to them only through these facilities, and is not primarily for the care and treatment of mental diseases.

- **SNF (Skilled Nursing Facility)-** certified nursing facility with a Medicare provider agreement
- **NF (Nursing Facility)-** Medicaid nursing facility
- **SNF/NF Dual Cert-** certified nursing facility for both Medicare and Medicaid
- **SNF/NF Distinct Part-** the certified nursing facility is a distinct part of a rehabilitation center, hospital or another SNF or NF
- **Licensed only-** licensed by Georgia but has no Medicare or Medicaid certification

---

Day Care Services

Day Care means the provision of day time care, supervision, and recreation for children of preschool age, for children before and/or after school or for adults with disabilities or for the elderly.

Georgia Department of Community Health

Explanation - Personal Care Homes

No Personal Services

In Georgia, the provision of certain services requires a permit (or license) prior to the provision of those services.

Georgia law defines a "Community Living Arrangement" as any residence, whether operated for profit or not, that undertakes through its ownership or management to provide or arrange for the provision of daily personal services, supports, care, or treatment exclusively for two or more adults who are not related to the owner or administrator by blood or marriage and whose residential services are financially supported, in whole or in part, by funds designated through the Department of Human Resources, Division of Mental Health, Developmental Disabilities, and Addictive Diseases [now the Department of Behavior Health and Developmental Disabilities (DBHDD)]. A Community Living Arrangement is also referred to as a "residence."

"Personal Services" means provision of services, on a daily basis, that include, but are not limited to, individual assistance with or supervision of medications, ambulation and transfer, and essential activities of daily living such as eating, bathing, grooming, dressing, and toileting.

Anyone who provides a room, meals, and one or more personal services as defined above to two or more adults not related to the owner or administrator by blood or marriage must have a permit to do so. A community living arrangement serves residents supported by the DBHDD. [NOTE: Also see information on Personal Care Home, which is a residential option for the provision of room, meals, and one or more personal services to two or more adults not related to the owner or administrator by blood or marriage.]

However, no permit is required for anyone who provides room and meals but does not provide personal services. Also, no permit is required for anyone who provides room and meals AND personal services for ONE individual who is not related to the owner or administrator by blood or marriage.

Therefore, if you intend to provide housing, meals, but no personal services, for individuals who are not related to you, you are not required to obtain a permit from the State. You will, however, need to investigate and meet all local requirements, if any. Local governments (city or county) may require various approvals, permits, licenses, etc. Become familiar with local and state ordinances, where applicable. Examples may include fire, zoning, building and health regulations. It is your responsibility to continue the research to determine what, if any, local requirements must be met for the service that you intend to provide.

Personal Care Home Application Checklist

For an initial permit to operate a personal care home, please **submit this signed and dated form** with the following information:

___ 1. Application – completed and signed by the **Owner**
If a corporation – include Certificate of Incorporation and Articles of Incorporation for **ALL** corporations having an interest in the personal care home
If partnership – include Partnership Agreement
If Limited Liability Company (LLC) – include Certificate of Organization and Articles of Organization for **ALL** LLCs with an interest in the personal care home
If a non-profit – include documentation of non-profit status [5O1(c) 3]
If Individual – include statement of all owners and percentage of ownership

___ 2. An original completed Affidavit of Personal Identification

___ 3. A copy of Proof of Ownership for the property or a copy of the Lease Agreement

___ 4. Fire Safety Inspection Report with no violations or hazards identified from the appropriate fire safety authority showing capacity load

___ 5. Electrical Service Inspection Report with no violations or hazards identified from a Georgia licensed electrician and including the electrician's State license number

___ 6. Floor Sketch (including labeling of the rooms, room measurements, location of all doors, windows and bed placement for residents, family and staff)

___ 7. Personal Care Home Staff Survey Form and a Personal Care Home Owner Survey Form signed and dated by the owner

___ 8. Fingerprinting through Cogent/GAPS for the administrators, managers, and owners

___ 9. Food Service Permit (for PCHs with 25 or more residents) from the county Public Health Department

___ 10. A Letter of Determination approved by the Department of Community Health (for PCHs with 25 or more beds at a single location). For more information, visit the Department's website at http://www.dch.georgia.gov/. Look under the CON Forms and Applications link or call 404-656-0409

___ 11. Written approval for water source and sewage disposal system

___ 12. Completed Disaster Preparedness Plan Overview

By my signature below, I (print name) _____ affirm that I have read and understand the Rules and Regulations for Personal Care Homes; I have developed the required policies and procedures, disaster preparedness plan, and admission agreement; and I am prepared for an on-site inspection. NOTE: When all of the above information has been submitted, an HFRD surveyor will conduct an on-site inspection.

_____ _____
Signature Date

Nursing Home Initial Certification Checklist

For an initial license to operate a Nursing Home, please submit the following information:

1. Application – completed and signed by the **Owner**
   If a corporation – include Certificate of Incorporation and Articles of Incorporation for **ALL** corporations having an interest in the Nursing Home
   If partnership – include Partnership Agreement
   If Limited Liability Company (LLC) – include Certificate of Organization and Articles of Organization for **ALL** LLCs with an interest in the personal care home
   If a non-profit – include documentation of non-profit status [5O1(c) 3]

2. An original completed Affidavit of Personal Identification

3. FI Enrollment Application Approval Letter

4. CMS 671 – LTC Facility Application for Medicare / Medicaid

5. HHS 690 – Assurance of Compliance (OCR form)

6. CMS 1561 – Health Insurance Benefits Agreement **(2 signed)**

7. CMS 2572 – Statement of Financial Solvency

8. OCR clearance requested (send copy of certification letter)

9. Disclosure of Ownership & Control

10. Required Fee – $300.00 for Processing the Application
    Click here to Download Payment Coupon

By my signature below, I (print name) _____ affirm that I have submitted all the above identified documents.

_____ _____

Signature Date

MAIL COMPLETED APPLICATION PACKAGE TO:
Healthcare Facility Regulation Division
Personal Care Home Program
2 Peachtree Street, N.W., Suite 31.447
Atlanta, GA 30303-3167

Home Name _____ **Number of Residents** _____

Home Address _____ **County**_____

Community Living Arrangement (CLA) Application Checklist

A complete Application Package for a Community Living Arrangement permit includes the following:

___ 1. Application – completed and signed by the Governing Body Representative
If a corporation – include Certificate of Incorporation and Articles of Incorporation for **ALL** corporations having an interest in the CLA
If partnership – include Partnership Agreement
If Limited Liability Company (LLC) - include Certificate of Organization and Articles of Organization for ALL LLCs with an interest in the residence
If a non-profit – include documentation of non-profit status [5O1(c)3]

___ 2. The appropriate application fee and payment coupon. Amount enclosed: $_____.

___ 3. A completed Letter of Verification from the DBHDD Regional Office that the residence meets the definition of a CLA and the approved number of residents noted on the form

___ 4. An original completed Affidavit of Personal Identification

___ 5. A copy of Proof of Ownership for the property or a copy of the Lease Agreement

___ 6. A fingerprint record check for all employees and all owners (10% or more interest in the home).

___ 7. Fire Safety Inspection Report with no violations or hazards identified and the occupant load noted by the inspector from the appropriate fire safety authority

___ 8. Electrical Service Inspection Report with no violations or hazards identified and the electrician's State license number noted on the report from a Georgia licensed electrician

___ 9. Floor Sketch (including labeling of all rooms, room measurements, location of all doors, windows and bed placement for residents, family and staff)

___ 10. PCH/CLA Owner Survey Form signed and dated by the Governing Body Representative

___ 11. Written approval for water source and sewage disposal system or a copy of the last water/sewer bill

___ 12. Completed Disaster Preparedness Plan Overview form

___ 13. Written directions to the residence from Atlanta

___ 14. This checklist signed and dated.

By my signature below, I (print name) _____ affirm that I have read and understand the Rules and Regulations for Community Living Arrangements; I have developed the required policies and procedures, disaster preparedness plan, and admission agreement; and I am prepared for an on-site inspection. NOTE: When all of the above information has been submitted, an HFR surveyor will conduct an unannounced on-site inspection.

_____ _____
Signature Date