



**Bulloch County
Board of
Commissioners
Regular Meeting**

**04.21.2015
Estimated Time: 1 hour & 15 Minutes
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, Kristie King, Chief Accountant, Mike Rollins SBCPRD Director, Fred White Solid Waste 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 Mosley	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	8:40 AM	
To approve the minutes of the Regular Meeting and Executive Session held on April 7, 2015 and minutes for Work Session held on April 9, 2015	Clerk of the Board		Tab A
Resolution to approve Policy to Implement Method for Determining Eligibility for Bulloch County Employee Health Care Plan	County Attorney		Tab B
To approve agreement with HiCast Sports (Backstop Camera System for Mill Creek Regional Park).	Parks & Recreation		Tab C
To authorize lease agreement renewal with Pineland BHDD	Administration/County Manager		Tab D
To authorize an engineering agreement for intersection design	Capital Projects/County Manager		Tab E
New Business			
Discussion and/or Action: to authorize negotiation of an agreement for revenue compliance audits	Finance	8:45 AM	Tab F
Discussion: to discuss the Curbside Recycling Program	Solid Waste	9:00 AM	Tab G
Commission and Staff Comments	Chairman Nevil, et al.	9:15 AM	
Executive Session	County Attorney	9:30 AM	
Adjourn	Chairman Nevil	9:45 AM	

Additional Information: None

Background information in Board packets.

April 7, 2015
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Gibson gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson, and Commissioner Ethridge. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Public Safety Director Ted Wynn, Zoning Administrator Randy Newman, Transportation Director Dink Butler, Solid Waste Director Fred White, County Engineer Kirk Tatum, Bulloch County Accountability/Treatment Court Coordinator Karen McClain, Statesboro Bulloch Parks and Recreation Director Mike Rollins, Statesboro-Bulloch County Airport Director Kathy Boykin, Purchasing Manager Faye Bragg, and Management Analyst Cindy Steinmann.

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 Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all 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 for a text amendment request to add the definition of Air Ambulance Service to the Zoning Ordinance and to add it as a conditional use in Highway and General Commercial zones. There was no one signed up to speak on the request (See Exhibit #2015-027). Hearing no further discussion, Commissioner Gibson offered a motion to approve the text amendment as presented (See Exhibit #2015-028). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner

Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #2 which was for an application submitted by Wauwese and Norman Woodward to rezone 4 acres from AG-5 (Agricultural 5 acres) to HC (Highway Commercial) for the development of a gasoline station with a convenience store. The property is located at the intersection of Highway 67 and Highway 46, parcel number 112 000012 002. Mr. John Dotson acted as agent. There was no one signed up to speak on the request (See Exhibit #2015-029). Hearing no further discussion, Commissioner Simmons offered a motion to approve the rezone request from AG-5 to Highway Commercial with the conditions stated in Exhibit #2015-030 (See Exhibit #2015-030). Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #3 which was an application submitted by Molly and Sandor Nagy for a conditional use modification to modify the second sentence of condition number 1 as approved by the Board of Commissioners on October 4, 2015. This sentence as originally approved read as follows: "The residence must be completed within 2 years." The applicants are requesting that this sentence be modified to read as follows: "The residence must be completed within 4 years." The property is located on 5169 Highway 67, parcel number 128 000035 002 and 128 000035 006. There was no one signed up to speak on this request (See Exhibit #2015-031). Mr. Newman explained that the progress on the home has taken longer than anticipated due to the fact that Mr. Sandor agreed to tear down the old Denmark school and use refurbished materials from the school to complete their home. Commissioner Ethridge asked Mr. and Mrs. Nagy if this modification would give them time to complete their home. Mr. and Mrs. Nagy confirmed the modification would help with the completion of their home. Hearing no further discussion, Commissioner Ethridge offered a motion to approve the conditional use modification to modify the second sentence of condition number 1 to read as follows: "This residence must be completed within 4 years." (See Exhibit #2015-032). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #4 which was an application submitted by Mr. Durand Deal for a conditional use to allow a camper to be lived in while they are constructing their home. The property consists of 54.54 acres and is located at 7891 Clito Road, parcel number 119 000048 003. There was no one signed up to speak on this request (See Exhibit #2015-033). Commissioner Rushing offered a motion to approve the conditional use for a camper to be lived in while the home is being constructed with the conditions stated in Exhibit #2015-034 (See Exhibit #2015-034). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #5 which was an application submitted by Patrick Mock for a conditional use request for an automobile broker business under the definition of a Cottage Industry. The property consists of 2.25 acres and is located at 175 Pat Mock Road, parcel number 045 000003 001. Mr. Newman stated that the Planning and Zoning Commission recommended denial of the conditional use request for an automobile broker business. Mr. Mock was not present to speak. There were three people signed up to speak in opposition to the conditional use request (See Exhibit #2015-35). Ms. Ashley Ellis expressed her concerns about how the conditional use request would affect the quality of life for her and her family, and would affect the safety of the residents in the neighborhood by soliciting individuals from all over to come to the automobile broker business. Ms. Ellis stated this increased traffic would be detrimental to roads in the area that already have maintenance problems, and she submitted a photograph of Pat Mock Road to illustrate its condition (See Exhibit #2015-036). Mr. John Cannady expressed his concern for the safety and integrity of Pat Mock Road residents with the increased flow of individuals coming to the automobile broker business. He stated since the business would be internet based, he was concerned due to various crimes being linked with Craigslist. Mrs. Molly Sisson expressed similar sentiments and stated that she did not want the quality of her neighborhood to change. Hearing no further discussion, Commissioner Thompson offered a motion to deny the conditional use request for an automobile broker business under the definition of a Cottage Industry. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #6 which was an application submitted by Five Chops Development LLC to rezone 2.31 acres out of a 3.81 acre tract from R-40 to NC to construct a gasoline station with a convenience store. The property is located at the intersection of Pretoria-Rushing Road and Burkhalter Road, parcel number 107 000014 011. Lindsay Martin acted as agent. There was no one signed up to speak on the request (See Exhibit #2015-037). Hearing no further discussion, Commissioner Ethridge offered a motion to approve the rezone request with the conditions stated in Exhibit #2015-038 (See Exhibit #2015-038). Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #7 which was an application submitted by Five Chops Development LLC, for a conditional use request to construct a gasoline station with a convenience store. The property is located at the intersection of Pretoria-Rushing Road and Burkhalter Road, parcel number 107 000014 011. Lindsay Martin acted as agent. There were four people signed up to speak in opposition to the conditional use request (See Exhibit #2015-039). Mr. Fred Conyers expressed his concern with possible leaks affecting the water supply for neighboring subdivisions and how the conditional use would affect the already heavy traffic in the area. Mr. Alan Rice stated the conditional use request was not a benefit for the community as there are several gas stations within a 2 mile radius in each direction. Mr. Merville Cumberbatch expressed his concern about how the conditional use request would contribute to additional traffic congestion with higher occurrences of traffic accidents, and how it could also increase possible crime-related incidents at the convenience store and in neighboring subdivisions. Mr. Cumberbatch stated that the conditional use request did not uphold the mission statement for Bulloch County residents and would be detrimental to the residents of the surrounding area by affecting their quality of life. Mr. Carl Blackburn signed up to speak, but did not appear for comments. After some discussion, Commissioner Thompson offered a motion to approve the conditional use request with the conditions stated in Exhibit #2015-040 (See Exhibit #2015-040). Commissioner Ethridge seconded the motion and it carried with Commissioner Simmons, Commissioner Thompson, Commissioner Mosley, Commissioner Ethridge and Commissioner Rushing voting in favor of the motion. Commissioner Gibson voted against the motion. The motion carried with a 5-1 vote.

Mr. Newman presented item #8 which was an application submitted by the Tabby Corporation for a conditional use request for a solar power generation facility. The request is for 10 acres of a 26.27 acre parcel located at 923 Lawrence Church Road, parcel number 155 000012 002. There was no one signed up to speak (See Exhibit #2015-041). Commissioner Simmons offered a motion to approve the conditional use request for a solar power generation facility with the conditions stated in Exhibit #2015-042 (See Exhibit #2015-042). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman presented item #9 which was an application submitted by Betty Everett for a conditional use for a personal care home. The property consists of 5 acres and is located at 550 Holloway Lane, parcel number 049A000012 000. There was no one signed up to speak on the request (See Exhibit #2015-043). Commissioner Rushing offered a motion to approve the conditional use request for a personal care home with the conditions stated in Exhibit #2015-044 (See Exhibit #2015-044). Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for changes or modifications of the General Agenda. Mr. Couch asked to modify the agenda by adding a discussion involving pending and potential litigation to the Executive Session. Commissioner Simmons offered a motion to approve the General Agenda with the modification requested by Mr. Couch. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for public comments from the audience at large or in writing. Mr. Gary Mosley was present and spoke about the condition of Banks Creek Church Road in Portal. He stated that his mother had recently been stuck on the road due to the conditions of the road. Mr. Mosley stated he would like to see the road paved.

Mr. Danny Russell and Mrs. Lou Seymour were both present to speak about the condition of Pope Road. Mr. Russell stated that the ditches needed to be pulled and as a result of the

drainage issues there have been more mosquitoes in the area. He stated that he would like a solution to the problem. Mrs. Seymour stated that she would like to see some transparency concerning the 900 miles of dirt roads and would like to obtain a list of roads that were slated to be paved.

Commissioner Thompson asked Mr. Butler to explain the processes of the paving program and stated the main issue with scheduling the roads to be paved was that many of the citizens who own property on unpaved roads do not want to donate the necessary right-of-way for paving. Mr. Butler provided a brief description of what procedures and processes must be followed in order to have a road paved. After some further discussion, Chairman Nevil thanked the citizens for their comments and encouraged them to continue to attend the Board of Commissioners meetings so that there can be dialogue between board members and citizens.

Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on March 17, 2015; (2) to approve the sponsorship agreement with AT&T Mobility LLC (See Exhibit #2015-045); (3) to approve the bid from Mr. Jimmy Haire for the Roadside Mowing and Spraying contract (See Exhibit #2015-046); (4) to approve renewal of a lease with MidCoast Aviation for property at the airport (See Exhibit #2015-047). Commissioner Thompson 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 Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion and/or Action to approve the Bulloch County Accountability/Treatment Court's 2016 Grant Application. Chairman Nevil called on Mr. Couch to initiate discussion. Mr. Couch stated the approval was more of a technicality as the grant application had already been filed; however, due to provisions in the grant management policy, the Board technically must approve the grant application. Mr. Couch explained this was the reason this matter is being brought before the Board. Hearing no further discussion, Commissioner Rushing offered a motion to approve the Bulloch County Accountability/Treatment Court's 2016 Grant application. Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson,

Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the next item under New Business was for Discussion and/or Action to authorize a contract to negotiate for professional services. Chairman Nevil called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated the purpose of the contract was to negotiate professional engineering services to design road intersection improvements projects at two locations, with a future probability of a third. Project #1 includes designs and construction for Pretoria Rushing Road (CR 342) and Burkhalter Road (CR 585) for a single lane roundabout with bike-ped integration with an estimated cost of \$750,000. Project #2 includes conceptual plans and design with construction pending upon final cost estimates for Burkhalter Road (CR 585/248) and Langston Chapel Road (CR 233) for a controlled three-way stop with channelization or single lane roundabout with an estimated cost of \$150,000- \$400,000. After some discussion, Commissioner Thompson offered a motion to enter into negotiation with EMC Engineering for an award of this contract. Commissioner Simmons seconded the motion and it carried unanimously with Commission Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments or statements from the commissioners and staff. The commissioners thanked everyone for their attendance, thanked the staff for all their hard work, and thanked Mr. Butler for dealing with the issues surrounding the conditions of the county roads. Mr. Couch reminded everyone of the upcoming Work Session scheduled for April 9, 2015. Commissioner Mosley suggested scheduling a meeting during the month of June to discuss Pave-in-Place technique for the county dirt roads. Commissioner Simmons thanked Mr. Rollins and his staff for their continued efforts and hard work with the various recreation programs and facilities. 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 and Pending and Potential Litigation 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), O.C.G.A. § 50-14-2(1), and other applicable laws, pursuant to the advice of County Attorney Jeff Akins, for the purpose of discussing and deliberating on Personnel and Pending and Potential Litigation

Matters. Without further discussion, Commissioner Gibson offered a motion to adjourn and enter into Executive Session to discuss and deliberate on Personnel and Pending and Potential Litigation Matters (See Exhibit #2015-048). Commissioner Rushing 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 Rushing offered a motion to adjourn the meeting. 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.

J. Garrett Nevil, Chairman

Attest: _____

Olympia Gaines, Clerk of the Board

April 9, 2015
Statesboro, GA

Work Session

The Board of Commissioners met for a Work Session at 12:15 pm in the Community Room of the North Main Annex. County Manager Tom Couch gave the invocation and the Pledge of Allegiance.

The following commissioners were present: Vice Chairman Thompson, Commissioner Gibson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge. The following staff were present: County Manager Thomas Couch, Assistant County Manager Andy Welch, County Attorney Jeff Akins, Clerk of the Board Olympia Gaines, Management Analyst Cindy Steinmann, Human Resources Director Maggie Porter, Payroll Coordinator Linda Morris, GIS Coordinator Paul Conner, Motor Vehicle Supervisor Trudie Legree, Parks and Recreation Operations Supervisor, Aquatics Division Manager Steve Brown, EMS Richard Mallard, Solid Waste Administrative Assistant Janet Driggers, and Road Superintendent Allen Ryles.

Vice Chairman Thompson called the Work Session to order and asked that Mr. Couch proceed with the meeting. Mr. Couch asked that everyone give a brief introduction and asked Mr. Shannon Middleton with TransformHealthRx to make a presentation. Mr. Middleton provided a brief history of TransformHealthRx. Mr. Middleton described some of the benefits of their onsite health centers to include: (1) accessible and affordable primary care; (2) control rising cost of health plan; (3) bring stability to future health plans; (4) add value and great benefit by keeping employees healthy; (5) bring visibility and support in controlling costs for Workers Compensation. He listed some services offered at the Employee Health and Wellness Centers to include: (1) Non emergent conditions; (2) Sprains, strains, and minor lacerations/work related injuries; (3) Allergy and hormone injections; (4) Annual GYN physicals including pap smears, DOT physicals, sports physicals; and (5) Chronic condition management. Mr. Middleton stated the employee health and wellness plans are tailored to fit the needs of the company and services are structured to build trust between the employee and providers.

Mr. Couch asked Mr. Jeffrey Grant, City of Statesboro Human Resources Director, to provide a brief synopsis of their experience with TransformHealthRx. Mr. Grant briefly described the City's plan which included activities like 5k marathons for employees to earn employee vacation time and greatest loser contests. Other incentives such as an initial six month cost free program were utilized to encourage dependent participation in the employee health and wellness centers. Mr. Grant stated that monthly departmental meetings were beneficial in explaining components of the program and provided a way to analyze data to see what was and wasn't working within the program. Mrs. Flavia Starling, City of Statesboro Senior Human Resources Benefits Coordinator, stated initially in the first six months of their plan it required a great deal of time, but over the course of time, there has been minimal time spent working on the plan as the plan basically works for itself.

After some further discussion, Mr. Couch stated the overall consideration was whether the program would be a benefit to the employees. Mr. Couch asked if there were any additional comments from the commissioners and staff. Commissioner Ethridge thanked the staff for their support and willingness to discuss information concerning health and wellness centers and TransformHealthRx for their presentation. Hearing no further comments, Vice Chairman Thompson thanked staff for their questions and comments, and thanked TransformHealthRx for their presentation. He stated that he would like to see more information presented on the cost for the County and suggested this information be presented during the time slotted for the budget interviews. With no further business or discussion, Vice Chairman Thompson announced that the work session was adjourned.

Roy Thompson, Vice Chairman

Attest: _____
Olympia Gaines, Clerk

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

<i>DEPARTMENT MAKING REQUEST (Box 1)</i>				<i>MEETING DATE (Box 2)</i> April 21, 2015							
Legal				<i>RESOLUTION ATTACHED? (Box 3)</i>		YES	X				
						NO					
<i>REQUESTED MOTION OR ITEM TITLE (Box 4)</i>											
Resolution to Approve Policy to Implement Method for Determining Eligibility for Bulloch County Employee Health Care Plan											
<i>SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)</i>											
The Patient Protection and Affordable Care Act ("PPACA") requires employers to offer group health insurance to employees who are employed an average of at least 30 hours of service per week, or pay an assessment per employee in certain circumstances. PPACA allows employers several options in determining whether employees meet the threshold of an average of 30 hours of service per week. One option is to use a look-back measurement method with a measurement period of up to 12 months. The attached resolution and policy will implement a 12-month measurement period method, which will provide maximum flexibility for the County in determining employee eligibility for the health plan. Approval is recommended.											
<i>AGENDA CATEGORY (CHECK ONE) (Box 6)</i>				<i>FINANCIAL IMPACT STATEMENT (Box 7)</i>							
<i>PRESENTATION (6a)</i>				<i>BUDGETED ITEM? (7a)</i>		YES					
						NO					
<i>PUBLIC HEARING (6b)</i>				<i>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</i>							
<i>CONSENT (6c)</i>		X									
<i>NEW BUSINESS (6d)</i>											
<i>OLD BUSINESS (6e)</i>											
<i>OTHER (6f)</i>											
<i>APPROVED FOR AGENDA (Box 8)</i>											
<i>DEPARTMENT DIRECTOR</i>		<i>PURCHASING OFFICER</i>		<i>OTHER</i>		<i>COUNTY CLERK</i>		<i>COUNTY STAFF ATTORNEY</i>		<i>COUNTY MANAGER</i>	
YES		YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
<i>INITIAL</i>		<i>INITIAL</i>		<i>INITIAL</i>		<i>INITIAL</i> 		<i>INITIAL</i> gsa		<i>INITIAL</i> 	
<i>DATE</i>		<i>DATE</i>		<i>DATE</i>		<i>DATE</i> 4.13.15		<i>DATE</i> 4/13/15		<i>DATE</i> 4.15.15	
<i>COMMISSION ACTION AND REFERRAL (Box 9)</i>											
<i>APPROVED</i>		<i>DATE TO BE RETURNED TO AGENDA</i>									
<i>DENIED</i>											
<i>DEFERRED</i>		<i>NOTES</i>									
<i>OTHER</i>											

STATE OF GEORGIA
COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2015 - ____

WHEREAS, that certain federal law commonly known as the Patient Protection and Affordable Care Act (“PPACA”) requires applicable large employers to offer employer-sponsored group health insurance on certain terms and conditions to full-time employees or pay assessments in lieu thereof; and

WHEREAS, PPACA defines the term “full-time employee” to mean an employee who is employed an average of at least 30 hours of service per week; and

WHEREAS, PPACA provides employers with certain options in determining how to measure whether employees are employed an average of at least 30 hours of service per week; and

WHEREAS, the Bulloch County Board of Commissioners desires to implement a look-back measurement method with initial and standard measurement periods of 12 months and stability periods of 12 months as set forth in the policy attached hereto as Exhibit “A”;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners as follows:

Section 1. The policy attached hereto as Exhibit “A”, which policy is entitled Policy to Implement Method for Determining Eligibility for Bulloch County Employee Health Care Plan, is hereby approved and adopted.

Section 2. Said policy is hereby made retroactive to May 1, 2014.

Resolution approved and adopted this 21st day of April, 2015.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

(SEAL)

EXHIBIT A

POLICY TO IMPLEMENT METHOD FOR DETERMINING ELIGIBILITY FOR BULLOCH COUNTY EMPLOYEE HEALTH CARE PLAN

I. Introduction.

In compliance with the Patient Protection and Affordable Care Act (“PPACA”), employees who are employed an average of at least 30 hours of service per week are considered full-time employees who are eligible for coverage under the Bulloch County Employee Health Care Plan (“Health Plan”).¹ 26 U.S.C. § 4980H.

Pursuant to the regulations implementing this particular requirement under PPACA, there are various methods for determining and measuring whether an employee averages at least 30 hours of service per week. Bulloch County has chosen to utilize a look-back measurement method with initial and standard measurement periods of 12 months and stability periods of 12 months as further explained below in this policy.

II. Definitions.

For purposes of this policy, the following terms shall have the following meanings:

A. *Administrative Period* means a period of time immediately following the end of either the standard measurement period or an initial measurement period, and ending immediately before the start of the associated stability period. The administrative period for the standard measurement period begins on May 1st and ends on June 30th of each year. The administrative period for an initial measurement period begins on the day immediately following the end of the initial measurement period and ends on the last day of the first full month following the first anniversary of the employee’s start date. The purpose of an administrative period is to determine if an employee is eligible for coverage during the associated stability period; to offer eligible employees coverage for the associated stability period; and to enroll eligible employees who choose to accept coverage. 26 C.F.R. § 54.4980-1(a)(1); 26 C.F.R. § 54-4980H-3(d)(1)(vi); 26 C.F.R. § 54-4980H-3(d)(3)(vi).

B. *Full-time Employee* means an employee who is employed an average of at least 30 hours of service per week. 26 C.F.R. §54.4980H-1(a)(21).

C. *Hour of Service* means each hour for which an employee is paid, or entitled to payment, for the performance of duties; and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed

¹ This definition of a full-time employee is solely for purposes of determining eligibility under the Health Plan. A full-time employee may be defined differently for other purposes, such as determining eligibility under Bulloch County’s retirement plan.

due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. 26 C.F.R. § 54-4980H-1(a)(24).

D. *Initial Measurement Period* means, with respect to a new employee who is not reasonably expected to be a full-time employee, the 12-month period that begins on the first day of the first full month following the employee's start date and ends 12 months later on the last day of the applicable month. 26 C.F.R. § 54.4980H-1(a)(25); 26 C.F.R. § 54.4980H-3(d)(3)(i).

E. *New Employee* means an employee who has been employed for less than one complete standard measurement period. 26 C.F.R. § 54.4980-1(a)(30).

F. *Ongoing Employee* means an employee who has been employed for at least one complete standard measurement period (this includes all employees, whether initially considered to be full-time, part-time, seasonal, or variable hour employees). 26 C.F.R. § 54-4980-1(a)(31).

G. *Part-time Employee* means a new employee who is reasonably expected to be employed on average less than 30 hours of service per week during the initial measurement period, based on the facts and circumstances at the employee's start date. 26 C.F.R. § 54-4980-1(a)(32).

H. *Seasonal Employee* means an employee who is hired into a position for which the customary annual employment is six months or less. 26 C.F.R. § 54-4980-1(a)(38).

I. *Special Unpaid Leave* means:
of 1993
Employment and
1(a)(44).

- (1) Unpaid leave that is subject to the Family and Medical Leave Act (FMLA);
- (2) Unpaid leave that is subject to the Uniformed Services Reemployment Rights Act of 1994 (USERRA); or
- (3) Unpaid leave on account of jury duty. 26 C.F.R. § 54-4890-

J. *Stability Period* means a period of 12 months that immediately follows, and is associated with, the standard measurement period or an initial measurement period (and the administrative period associated with the standard measurement period or initial measurement period). The stability period for the standard measurement period begins on July 1st and ends 12 months later on June 30th of each year. The stability period for an initial measurement period begins on the 1st day of the 2nd full month following the first anniversary of the employee's start date and ends 12 months later on the last day of the applicable month. 26 C.F.R. § 5480H-1(a)(45).

K. *Standard Measurement Period* means a 12-month period each year beginning on May 1st and ending on April 30th. 26 C.F.R. § 5480H-1(a)(46).

L. *Start Date* means the first date on which an employee is required to be credited with an hour of service. 26 C.F.R. 5480H-1(a)(47).

M. *Variable Hour Employee* means an employee if, based on the facts and circumstances at the employee's start date, it cannot be determined whether the employee is reasonably expected to be employed on average at least 30 hours of service per week during the initial measurement period because the employee's hours are variable or otherwise uncertain. 26 C.F.R. § 5480H-1(a)(49).

III. Calculating Hours of Service.

A. *Hourly Employees.* For employees paid on an hourly basis, hours of service are calculated from records of hours worked and hours for which payment is made or due. 26 C.F.R. § 54.4980H-3(b)(2).

B. *Non-hourly Employees.* For employees paid on a non-hourly basis, hours of service are calculated by using a weeks-worked equivalency whereby the employee is credited with 40 hours of service for each week for which the employee has at least one hour that the employee actually works or for which payment is made or due. 26 C.F.R. 5480H-3(b)(3).

IV. Ongoing Employees.

A. *Eligible for Coverage.* Ongoing employees determined to be employed on average at least 30 hours of service per week for a standard measurement period must be treated as full-time and eligible for coverage under the Health Plan for the entire subsequent stability period, regardless of the employee's number of hours of service during the stability period. 26 C.F.R. § 5480H-3(d)(1)(i)(iii)(vii).

B. *Not Eligible for Coverage.* Unless the employee experiences a change in employment status as described in Section IV below, ongoing employees determined not to be employed on average at least 30 hours of service per week during a standard measurement period will be treated as not full-time and not eligible for coverage under the Health Plan for the entire subsequent stability period, regardless of the employee's number of hours of service during the stability period. 26 C.F.R. § 5480H-3(d)(1)(iv)(vii).

C. *Use of Payroll Periods.* For payroll periods that are one week, two weeks, or semi-monthly in duration, the standard measurement period will be treated as a period that (i) begins on the first day of the payroll period that includes the date that would otherwise be the first day of the standard measurement period, and (ii) ends on the on the last day of the payroll period preceding the payroll period that includes the date that would otherwise be the last day of the standard measurement period. In other words, the

standard measurement period will be treated as beginning with the entire payroll period that includes May 1st, and ending with the entire payroll period that immediately precedes the payroll period that includes April 30th the following year. 26 C.F.R. § 5480H-3(d)(1)(ii).

V. New Employees.

A. *New Full-time Employees.* A new employee who is reasonably expected at the employee's start date to be a full-time employee is considered eligible for coverage under the Health Plan after any waiting period required for new employees in the Health Plan. Once a new employee who is reasonably expected to be a full-time employee becomes an ongoing employee, his or her eligibility for coverage under the Health Plan is determined in accordance with Section IV above.

B. *New Variable Hour, Seasonal, and Part-time Employees.*

(1) *Eligible for Coverage.* New variable hour, seasonal, or part-time employees determined to be employed on average at least 30 hours of service per week for the initial measurement period must be treated as full-time and eligible for coverage under the Health Plan for the entire subsequent stability period associated with the initial measurement period, regardless of the employee's number of hours of service during the stability period. 26 C.F.R. § 5480H-3(d)(3)(iii).

(2) *Not Eligible for Coverage.* With the exception of the situation described in Section VC(3) below, or unless the employee experiences a change in employment status as described in Section VI below, new variable hour, seasonal, or part-time employees determined not to be employed on average at least 30 hours of service per week for the initial measurement period will be treated as not full-time and not eligible for coverage under the Health Plan for the entire subsequent stability period associated with the initial measurement period, regardless of the employee's number of hours of service during the stability period. 26 C.F.R. § 5480H-3(d)(3)(iv).

(3) *Use of Payroll Periods.* For payroll periods that are one week, two weeks,

or semi-monthly in duration, the initial measurement period will be treated as a period that (i) begins on the first day of the payroll period that includes the date that would otherwise be the first day of the initial measurement period, and (ii) ends on the last day of the payroll period preceding the payroll period that includes the date that would otherwise be the last day of the initial

measurement period. In other words, the initial measurement period will be treated as beginning with the entire payroll period that includes the first day of the first full month following the employee's start date, and ends 12 months later with the entire payroll period that immediately precedes the payroll period that includes the last day of the applicable month. 26 C.F.R. § 5480H-3(d)(1)(ii).

C. *Transition from New Variable Hour, Seasonal, or Part-time Employee to Ongoing Employee.*

(1) *In general.* Once a new variable hour, seasonal, or part-time employee has been employed for an entire standard measurement period, his or her eligibility for coverage under the Health Plan is determined in accordance with Section IV above. 26 C.F.R. § 5480H-3(d)(4)(i).

hours of (2) *Employees determined to be employed an average of at least 30 service per week.* An employee who was employed an average of at least 30 hours of service per week during an initial measurement period or a standard measurement period must be treated as a full-time employee for the entire associated stability period. This is the case even if the employee was employed an average of at least 30 hours of service per week during the initial measurement period but was not employed an average of 30 hours of service per week during the overlapping or immediately following standard measurement period. In that case, the employee may be treated as not a full-time employee only after the end of the stability period associated with the initial measurement period. 26 C.F.R. § 5480H-3(d)(4)(ii)

30 hours of at (3) *Employees determined not to be employed an average of at least of service per week.* If the employee was not employed an average least 30 hours of service per week during the initial measurement period, but was employed at least 30 hours of service per week during the overlapping or immediately following standard measurement period, the employee must be treated as a full-time employee for the entire stability period that corresponds to that standard measurement period (even if that stability period begins before the end of the stability period associated with the initial measurement period). 26 C.F.R. § 5480H-3(d)(4)(iii).

(4) *Treatment during periods between stability periods.* If there is a period between the end of the stability period associated with the

initial measurement period and the beginning of the stability period associated with the first full standard measurement period during which an employee is employed, the treatment as a full-time employee or not a full-time employee that applies during the stability period associated with the initial measurement period continues to apply until the beginning of the stability period associated with the first full standard measurement period during which the employee is employed. 26 C.F.R. § 5480H-3(d)(4)(iv).

VI. Change in Employment Status.

A. If an employee experiences a change in employment status before the end of an initial measurement period or a standard measurement period such that the employee is moved from a position in which the employee was not reasonably expected to average at least 30 hours of service per week into a position in which the employee is reasonably expected to average at least 30 hours of service per week, then the employee will be considered eligible for coverage under the Health Plan after any waiting period required for new employees in the Health Plan.

VII. Break in Service Rules.

A. *Treatment as a new employee after a break in service.* An employee who resumes providing services (or is otherwise credited with an hour of service) after a break in service during which the employee was not credited with any hours of service may be treated as having terminated employment and having been rehired, and therefore may be treated as a new employee upon the resumption of services, only if the employee did not have an hour of service for a period of at least 13 consecutive weeks immediately preceding the resumption of services. This rule applies solely for the purpose of determining whether the employee, upon resumption of services, is treated as a new employee or as a continuing employee for purposes of the Health Plan, and does not determine whether the employee is treated as a continuing employee or a terminated employee for other purposes during the break in service during which no hours of service are credited. 26 C.F.R. § 5480H-3(d)(6)(i)(A).

B. *Averaging method for special unpaid leave.* For an employee who is not treated as a new employee under Section VIA, the employee's average hours of service for the standard measurement period that includes the break in service are determined by computing the average after excluding any unpaid special leave during the measurement period and by using that average as the average for the entire measurement period. 26 C.F.R. § 5480H-3(d)(6)(i)(B).

C. *Treatment of continuing employee.* An employee treated as a continuing employee after a break in service retains, upon resumption of services, the status that employee had with respect to the application of any stability period (for example, if the continuing employee returns during a stability period in which the employee is treated as a full-time employee, the employee is treated as a full-time employee upon return and

through the end of that stability period). For purposes of the preceding sentence, a continuing employee treated as a full-time employee whose Health Plan coverage lapsed during the employee's break in service must be offered coverage no later than the first day of the calendar month following resumption of services. If a continuing employee returns during a stability period in which the employee is treated as a full-time employee, and the employee was previously offered coverage under the Health Plan for the entire stability period and the employee declined the offer, the employee need not be made a new offer of coverage for the remainder of the ongoing stability period due to the employee's resumption of services. 26 C.F.R. § 5480H-3(d)(6)(iii).

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

DEPARTMENT MAKING REQUEST (Box 1) Parks, Recreation and Community Services	MEETING DATE (Box 2) April 21, 2015		
	RESOLUTION ATTACHED? (Box 3)	YES	NO

REQUESTED MOTION OR ITEM TITLE (Box 4)
Approve agreement with HiCast Sports (Backstop Camera System for Mill Creek Regional Park).

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

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)				
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES
			NO	X		NO
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)				
CONSENT (6c)	X	No funds will be spent by SBCPRD.				
NEW BUSINESS (6d)						
OLD BUSINESS (6e)						
OTHER (6f)						

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	✓	YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	MR	INITIAL		INITIAL		INITIAL	OB	INITIAL	ga	INITIAL	ck
DATE	4/10/15	DATE		DATE		DATE	4.15.15	DATE	4/15/15	DATE	04.15.15

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		



STATESBORO - BULLOCH

Parks and Recreation

MEMORANDUM

TO: Mike Rollins, Director
FROM: Darryl Hopkins, Superintendent of Athletics *DH*
SUBJECT: HiCast Camera System
DATE: April 9, 2015

HiCast Camera System captures live play of games from the best view. Cameras send videos to HiCast computers at the park to format, tag, and archive. Computers then send videos to HiCast servers in the cloud. Using the HiCast app, users watch near-live game video on their mobile device. Users can download and edit (zoom and trim) clips. Users can then share their edited clips with family, friends, and fans.

HiCast will install cameras on each baseball/softball field at Mill Creek. Each camera will be installed on the backstop behind home plate. The cameras and installation will be no cost to SBCPRD. Attached are the agreements for HiCast to install cameras and revenue sharing for SBCPRD.

Let me know if you have any questions. Thank you.

LETTER OF INTENT (Equipment Placement)

THIS LETTER OF INTENT REGARDING ACCESS LICENSE AGREEMENT ("LOI") is made and entered into as of this ____ day of _____, 20__ by and between Highlight Broadcast Network, LLC ("Highlight") a Georgia limited liability company with offices at 2325 New Hope Church Road, Monroe, Georgia 30655, ("Highlight"), and _____ ("Potential Licensor").

Highlight and Potential Licensor anticipate negotiating an Access License that would authorize Highlight to install, operate and maintain certain video camera and ancillary equipment to record events at certain sports venue(s) owned or controlled by Potential Licensor. The objective would be to make such recordings available to the public via the Internet in accordance with policies and terms established by Highlight and for the purposes as outlined on Highlight's website at <http://www.hicastsports.com/>.

Under any Access License, Potential Licensor would furnish suitable Internet connectivity for the Equipment located on the Venue(s), at its expense. Before the commencement of any Access License term, suitable Internet connectivity at such venue(s) would have to be in place.

Therefore, by this LOI and in anticipation of a mutually agreeable Access License, Licensor and Highlight agree to consult concerning such Internet connectivity, and Licensor agrees to make efforts to implement such Internet connectivity in good faith cooperation with Highlight.

This LOI does not impose any legal duty upon the parties. This LOI does not require that the parties actually enter into an Access License. Rather, this LOI merely sets forth the basis for moving the negotiations forward in good faith.

IN WITNESS WHEREOF, this LOI has been executed as of the day and year first above written.

SIGNATURES:

Potential Licensor:

HIGHLIGHT BROADCAST NETWORK, LLC:

[PRINT LICENSOR'S NAME]

By: Its Authorized Agent

By: Its Manager

EXHIBIT A – DESCRIPTION OF THE VENUE(S)

REVENUE SHARING ADDENDUM TO ACCESS LICENSE AGREEMENT

THIS ADDENDUM TO ACCESS LICENSE AGREEMENT ("Addendum") is made and entered into as of this ____ day of _____, 20__ by and between Highlight Broadcast Network, LLC, a Georgia limited liability company with its principal office at 2325 New Hope Church Road, Monroe, Georgia 30655 ("Highlight"), and Bulloch County, Georgia d/b/a Statesboro-Bulloch County Parks and Recreation Department with an address at _____ ("Licensor").

By a certain License Agreement dated _____ ("License Agreement"), Licensor hereby granted an Access License to Highlight for access to certain space which is located on real property owned or validly leased by Licensor as more particularly described therein. As a supplement to the terms in that Agreement, and not in lieu thereof, Highlight also agrees to afford to Licensor certain payments as a share of revenue, strictly as follows only:

REVENUE SHARING

1) Definitions:

- a) "Tournament Pass Revenue" is that which is derived from all Highlight's customers' purchases of fixed length passes for special events and tournaments as further set forth on <http://www.hicastsports.com/about> and other pages of such website, which passes do not exceed ten days duration, less any and all deductions associated with intermediary providers such as the Apple Store, the Google Play and any other providers which may facilitate sales of Licensee's services and applications for a fee.
- b) "Highlight Revenue Share Rate" is the following fixed percentage: 20 %
- c) "Licensor Rate" is defined as a percentage calculated by dividing by number of cameras located at Licensor's facility by the total number of cameras in the total pool of cameras installed across the country by Highlight – as determined and calculated by Highlight in its sole discretion. By way of example only: If Highlight has deployed 200 cameras nationwide, and if the Licensor's location has 10 cameras, Licensor Rate would be calculated 10/200 or .05.
- d) "Licensor Revenue Share" is defined as Tournament Pass Revenue times the Revenue Share Rate times the Licensor Rate.

2) Licensor Revenue Share hereunder is to be calculated two times yearly, for the six month periods of January through June, and July through December. Payments will be made by Highlight to Licensor within 30 days after the close of those periods.

- a) Licensor shall qualify for Licensee Revenue Share 12 months after the installation of the HiCast system into the venue.
- 3) Tournament Pass Revenue shall be shared only on the terms set forth above. By way of example and note limitation provision, Licensor shall not be entitled to share any other revenue, such as seasonal or yearly passes, advertising revenue or any other income received by Highlight other than as set forth in this Addendum.
- 4) This Addendum shall in no way create the relationship of partner, agent, joint venture or any similar relationship, nor permit Licensor in any way to direct any of the actions of Highlight.
- 5) All other provisions of the License Agreement between the parties are part hereof.

IN WITNESS WHEREOF, this ADDENDUM TO ACCESS LICENSE AGREEMENT has been executed as of the day and year first above written.

SIGNATURES:

Licensor:

HIGHLIGHT BROADCAST NETWORK, LLC:

BULLOCH COUNTY, GEORGIA d/b/a
STATESBORO-BULLOCH COUNTY PARKS
AND RECREATION DEPARTMENT
[PRINT LICENSOR'S NAME]

By: Its Authorized Agent

By: Its Manager

ACCESS LICENSE AGREEMENT (Equipment Placement)

THIS ACCESS LICENSE AGREEMENT ("License") is made and entered into as of this ____ day of _____, 20__ by and between Highlight Broadcast Network, LLC ("Highlight") a Georgia limited liability company with offices at 2325 New Hope Church Road, Monroe, Georgia 30655, ("Highlight"), and BULLOCH COUNTY, GEORGIA d/b/a STATESBORO-BULLOCH COUNTY PARKS AND RECREATION DEPARTMENT ("Licensor").

1. VENUE(S)

Licensor hereby grants an Access License to Highlight for access to certain space which is located on real property owned or validly leased by Licensor and as more particularly described in Exhibit A attached hereto and made a part hereof (the "Venue(s)").

2. TERM OF LICENSE

The term of this License will commence as of the date hereof and will continue for a term of five (5) years. Following the completion of the first two (2) years of this License, either Highlight or Licensor may terminate this License, without breach or penalty, upon sixty (60) days prior written notice to the other.

3. CONSIDERATION

As consideration for this License, Highlight shall pay to Licensor its "Licensor Revenue Share" as defined and on the terms and conditions set forth in the Revenue Sharing Addendum attached hereto, which addendum is incorporated herein and made a part hereof by reference.

4. USE OF VENUE AND RIGHTS(S)

Section 4.1. Highlight shall use and occupy the Venue(s) only for the installation, operation and maintenance of certain video camera and ancillary equipment described generally in Exhibit B (the "Equipment"). The Equipment will be used to record events at the Venue(s) with the objective of making such recordings available to the public in accordance with policies established by Highlight. All copyrights to such recordings will remain vested with Highlight. The actual equipment may differ from that described generally in Exhibit B, based upon technology requirements and the particular needs of the Venue(s) as determined by Highlight in its discretion.

Section 4.2. This License authorizes Highlight's installation, operation and maintenance of the Equipment at the Venue(s).

Section 4.3. Highlight shall maintain, at its sole expense, all permits and other governmental approvals required for the operation of the Equipment during the term hereof, if any.

Section 4.4. Highlight shall exercise each of its rights hereunder in such a manner so as not to interfere with the use of the Venue(s) by any other persons or entities making use of the Venue(s).

5. INSTALLATION AND MAINTENANCE

Section 5.1 Highlight shall install the Equipment at the Venue(s) in locations determined in the reasonable and sole discretion of Highlight in order to optimize its services.

Section 5.2 Highlight shall keep the Equipment neat and clean and in good order, condition, and repair and to maintain the Equipment and to make such repairs as are necessary to keep the Equipment in good working condition. Highlight has no obligation to maintain the Venue(s).

Section 5.3 Licensor shall not remove the Equipment at any time during the term of this License or interfere with its operation, or to authorize or suffer anyone else to do so. Upon the expiration or earlier termination of this License, Highlight shall remove the Equipment promptly. Highlight agrees to repair any and all damage to the Venue(s) resulting from its use of the Venue(s) or damage resulting from the removal of the Equipment from the Venue(s) at its sole cost and expense.

6. UTILITIES

Licensor shall furnish at its expense suitable Internet connectivity for the Equipment located on the Venue(s). Licensor further agrees to provide at its expense electricity used in connection with the Equipment. Licensor shall not be in default hereunder or be liable for any damages directly or indirectly resulting from any interruption in Internet connectivity or power supply, but Licensor agrees to use reasonable efforts to remedy any interruption in the furnishing of such utilities.

7. DISCLOSURE AND MARKETING RIGHTS

Licensor shall disclose to event participants and attendees at the Venue(s) on entrance signs, program materials, and other materials available from Licensor, that, as part of the services offered at the Venue(s), public events at the Venue(s) may be recorded and such recordings may be available by Highlight via its services as outlined on Highlight's website. Licensor also agrees that Highlight may place reasonable banners and signage at the Venue for marketing purposes, and distribute printed Highlight marketing materials to attendees at the Venue.

8. AUDIT

Licensor shall have the right at any time during the term of this License to conduct an inspection and audit of Highlight's financial and other records that relate to the calculation and payment of the Licensor Revenue Share as set forth in the Revenue Sharing Addendum to this License ("Records"). If Licensor desires to exercise this option, it shall provide Highlight with written notice of its intent to conduct an inspection and audit of the Records. Highlight shall produce the Records for inspection and audit within a reasonable time after receipt of written notice, but in no case later than three months after receipt of written notice. Highlight shall either make the Records available to Licensor at Highlight's office in Monroe, Georgia, or provide Licensor with hard or electronic copies of the Records. Licensor will maintain the confidentiality of the Records.

9. INDEMNIFICATION

Highlight shall indemnify, defend, and hold harmless Licensor and its officers, agents, and employees 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 in any way arising out of the performance of this License.

10. MISCELLANEOUS PROVISIONS

Section 10.1 Highlight, upon the observing, keeping and performing of all of the terms and provisions of this License on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the benefits of this License during the term hereof without hindrance or ejection by any persons lawfully claiming under Licensor.

Section 10.2. This constitutes the entire agreement between the parties and no other promises are part of this Agreement. As such, Highlight does not guarantee any particular media recordings will be available for any particular event at the Venue(s).

Section 10.3 This License shall be governed by and construed in accordance with Georgia law. The exclusive forum for resolution of any dispute arising out of this Agreement shall be the Superior Court of Bulloch County, Georgia, or if subject matter jurisdiction of certain claims is exclusively vested in the federal courts, then the exclusive venue for those claims shall be the Federal District Court for the Southern District of Georgia.

Section 10.4 Whenever under the terms of this License, notice shall or may be given either to Licensor or to Highlight, such notice shall be in writing and shall be sent by overnight mail or registered or certified mail, postage prepaid and return receipt requested, and addressed to:

To Highlight:

Highlight Broadcast Network, LLC
Attn: Robert Stribling, Manager
2325 New Hope Church Road
Monroe, Georgia 30655

To Licensor [insert]:

The time of giving of any such notice shall be deemed to be three (3) days after such notice is mailed.

IN WITNESS WHEREOF, this License has been executed as of the day and year first above written.

SIGNATURES:

Licensor:

HIGHLIGHT BROADCAST NETWORK, LLC:

BULLOCH COUNTY, GEORGIA d/b/a
STATESBORO-BULLOCH COUNTY PARKS
AND RECREATION DEPARTMENT

By: Its Authorized Agent

By: Its Manager

EXHIBIT A – DESCRIPTION OF THE VENUE(S)

EXHIBIT B – GENERAL DESCRIPTION OF EQUIPMENT



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Administration

MEETING DATE: 05.21.2015

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

Authorize lease agreement renewal with Pineland BHDD.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please find attached a renewal of the existing lease agreement for the county building at 11 North College Street.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT			
(CHECK ONE)		BUDGETED ITEM?		AMENDMENT OR TRANSFER REQUIRED?	
		YES	Y	YES	
		NO		NO	N
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: The lease is for \$2,000.00 per month, payable to the county with terms and conditions, herein			
PUBLIC HEARING					
CONSENT	X				
NEW BUSINESS					
UNFINISHED BUSINESS					
OTHER					

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	(initials)	INITIAL	(initials)	INITIAL	(initials)
DATE		DATE		DATE		DATE	4.15.15	DATE	4/15/15	DATE	04.15.15

COMMISSION ACTION AND REFERRAL

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



June A. DiPolito
Executive Director

PINELAND BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
P.O. Box 745 • 5 West Altman St. • Statesboro, GA 30459 • Phone: 912-764-6906 • Fax: (912) 764-3252

Serving: Appling - Bulloch - Candler - Evans - Jeff Davis - Tattnall - Toombs - Wayne Counties

April 1, 2015

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: Tom Couch

RE: Lease Agreement for the Fiscal Year 2016

To Whom It May Concern:

Enclosed you will find the Lease Agreement for the Fiscal Year 2016. Please review and sign the Lease Agreement. Also, please have the Lease Agreement notarized before returning. Return the signed and notarized lease to the attention of **Stacey Akins** at Post Office Box 745, Statesboro, Georgia 30459. **Please forward proof of insurance coverage as stated in Section 7 of the lease agreement along with the signed lease.**

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

Sincerely,

Stacey H. Akins
Accounting Tech

Enclosure/sa

LEASE AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2015, by and between, **BULLOCH COUNTY BOARD OF COMMISSIONERS, 115 North Main Street, Statesboro, GA 30458**, of Bulloch County, Georgia, hereinafter referred to as "Landlord," and **PINELAND BEHAVIORAL HEALTH DEVELOPMENTAL DISABILITIES** hereinafter referred to as "Tenant."

W I T N E S S E T H:

1. Lease of Property. The Landlord hereby leases to the Tenant the real property located at: **11 North College, Statesboro, GA.**, hereinafter referred to as "premises" and which may be more particularly described: Single story masonry building, containing approximately 6400 square feet of heated area.

2. Term. The Term of this Lease (hereinafter referred to as the "Term") shall be for a period of **twelve (12)** months, and shall commence on **July 1, 2015** and end on **June 30, 2016**. Tenant shall have an option to extend this Lease for up to five (5) terms of twelve months each, ending on June 30 of each year. Such option may be exercised at any time during the then current Lease term. This Lease may be terminated by Tenant upon sixty (60) days advance notice to Landlord.

3. Rent.
 - (a) The base monthly rental, payable in advance on the fifth day of each month for the term of this Lease shall be **Two thousand and 00/100 (\$ 2,000.00) dollars.**
 - (b) Tenant shall, during the Term, as additional rent (hereinafter referred to as the "additional rent") pay and discharge, except as hereinafter provided, within ten (10) days after the same shall become due and payable, all charges for public or private utilities, including but not limited to, water, gas, electricity, light and power, telephone, trash removal or sewage and any other service or services furnished to the premises or the occupants thereof during the Term of this Lease that is requested and used by Tenant. Tenant shall make all deposits required by any utility company and shall receive such service in the name of the Tenant. Landlord shall pay and discharge all county and city real property taxes assessed against the Premises during the term hereof.
 - (c) Payments will be made payable to:
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

4. Taxes. Landlord shall pay on or before the due date all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on the real estate. Tenant, shall pay on or before the due date all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on or arise in connection with the use of the Premises or any part thereof, including any personal property tax on the property of Tenant placed in the Premises by Tenant.

5. Use of Premises. The parties hereto understand and agree that the Premises may be used by the Tenant for any lawful purpose, including but not limited to, a facility for mental health/developmental disabilities/addictive diseases services and any and all related and incidental purposes; provided, however, that the Premises shall not be used for any illegal purposes; nor in the violation of any valid regulation of any governmental body. The Landlord agrees for Tenant to place playground equipment, basketball goals, etc. on the property if the Pineland program has the need.

6. Liability. Tenant hereby agrees to assume liability for and to defend, hold harmless and indemnify the Landlord from any judgment, claim or demand arising as a result of the use of the Premises by the Tenant, its consumers or invitees or anyone under the Tenant's control or acting as Tenant's agent or servant or which is occasioned wholly or in part by any willful or negligent act or omission of Tenant, its officers, agents, contractors, employees, consumers, or invitees, and not by the willful or negligent acts of Landlord or its agents.

7. Insurance. Throughout the Term of this Lease insurance shall be maintained as follows:

(a) Tenant shall keep all furniture and equipment, and other contents and its entire property interest in the Premises, including leasehold improvements, insured against loss or damage by fire or other casualty.

(b) Landlord, at its own cost and expense, shall keep the building and all other improvements, including all fixtures used in connection with the operation of the premises insured against loss or damage by fire with extended coverage.

(c) Landlord shall furnish Tenant with Certificates or other acceptable evidence that such fire and liability insurance is in effect.

8. Destruction of Premises. If Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall terminate as of the date and such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If Premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use for Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition before damage as speedily as practicable, whereupon full rental shall recommence.

9. Repairs and Maintenance. Any and all buildings and improvements which are now or may be erected on the premises at any time during the said term shall be kept in good and substantial order and repaired by Landlord, at Landlord's sole cost and expense. Provided, however, that Tenant shall be responsible for cost of repairs for damage due to the negligent acts, or intentional acts, or omissions of Tenant or Tenant's invitees, subcontractors, agents or employees, and shall promptly notify Landlord of such damage. Tenant shall request any repairs in a written notice to Landlord. The Landlord and its agents and other representatives shall have the right to enter into and upon the premises or any part thereof at reasonable hours with at least 24 hours advance notice to Tenant for the purposes of making repairs or alterations therein as necessary for the safety and preservation thereof.

The Tenant shall be responsible for all janitorial services which may be required by utilization of the premises, including but not limited to replacement of light bulbs and filters.

10. Improvement, Additions and Fixtures. Tenant shall not make any structural changes in the Premises without obtaining the prior written approval of Landlord. All machines, fixtures and furniture installed by Tenant in the Premises shall remain the sole property of the Tenant. Upon the expiration of the Term of this Lease, Tenant shall have the right to remove such property provided Tenant is not then in material default hereunder, and provided that Tenant shall repair any damage to the Premises or the building caused by such removal, normal wear and tear excepted.
11. Surrender of Possession. At the termination of this Lease, or any renewal thereof, Tenant shall surrender Premises and keys thereof to the Landlord in the same condition as at commencement of the Lease, normal wear and tear excepted.
12. Assignment and Subletting. The Tenant may not, without the prior written consent of Landlord which may not be unreasonably withheld, assign this Lease or any interest there under.
13. Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all the agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceful and quiet enjoyment in possession of the demised Premises without any manner of hindrance from the Landlord or any other person or persons whatsoever other than to make repairs with at least 24 hours advance notice to Tenant.
14. Default by Tenant. In the event Tenant shall default in the payment of any rentals due hereunder, or if Tenant shall fail to observe or perform any of the covenants, agreements or conditions of this lease on part of Tenant to be kept in the form, or if Tenant shall file a petition or answer seeking any reorganization, arrangements, composition, readjustment or liquidation, then in any such event, Tenant shall be deemed to be in default under this Lease. Landlord shall then have the right to terminate this Lease as of the expiration of ten (10) days with respect to nonpayment of rent or thirty (30) days for any other default, unless during such ten (10) or thirty (30) day period, respectively, Tenant shall cure such default. In the event Landlord shall elect to terminate this Lease as aforesaid then this Lease shall become null and void as of the date of termination, and Tenant shall have no further rights in respect to the Premises thereafter, and the Lease Agreement shall there and upon become null and void.
15. Notices. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notices of consent by registered or certified mail addressed to the parties at their addresses following their signatures.
16. Entire Agreement. This agreement constitutes the entire understanding between the parties regarding the Lease and there are no representations or warranties other than those expressly set forth herein.
17. Usufruct. This Lease creates only the relationship of Landlord and Tenant between Landlord and Tenant, and no estate and land shall pass out of Landlord. Tenant shall have only a usufruct, not subject to levy and sale and not assignable in whole or in part by Tenant except as specifically provided in this Lease Agreement.
18. Amendment or Modification. This agreement may be amended or modified only by instrument in writing signed by all parties hereto.

19. Binding Effect. This Lease and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

20. Tenant At Will. If Tenant remains in possession of Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at Will at rental rate in effect at end of lease; and there shall be no renewal of this Lease by operation of the law.

21. In the event that any provision of this lease shall be deemed to be illegal by ruling of a court of Law then in that event that provision shall be deemed severable from the lease and the remainder of the lease shall be in full force and effect as if the severed provision were never a part of its terms.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED

LANDLORD:

Witness

Notary Public

Date

SIGNED, SEALED AND DELIVERED

TENANT:

Witness

**June A. DiPolito, Executive Director
Pineland BHDD CSB**

Notary Public

Date



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Capital Projects	MEETING DATE: 05.21.2015 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">RESOLUTION ATTACHED?</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">NO</td> <td style="text-align: center;">X</td> </tr> </table>	RESOLUTION ATTACHED?	YES			NO	X
RESOLUTION ATTACHED?	YES						
	NO	X					

REQUESTED MOTION OR ITEM TITLE:

Authorize an engineering agreement for intersection design.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
 Please find attached an agreement with EMC Engineering Services for intersection design and construction management for two (2) projects along the Burkhalter-Langston Chapel Road Corridor.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT				
(CHECK ONE)	BUDGETED ITEM?	YES	Y	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO			NO
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: Please see the attached agreement with contract clause including "not to exceed" compensation clauses and scope of work.	
PUBLIC HEARING					
CONSENT	X				
NEW BUSINESS					
UNFINISHED BUSINESS					
OTHER					

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	MS	INITIAL	JPa	INITIAL	1a
DATE		DATE		DATE		DATE	4/15/15	DATE	4/15/15	DATE	04.15.15

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

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**PROFESSIONAL SERVICES AGREEMENT FOR:
PROFESSIONAL DESIGN SERVICES AND CONSTRUCTION MANAGEMENT
FOR INTERSECTION IMPROVMENTS**

This Agreement is entered into this 14 day of April, 2015, 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 EMC Engineering Services (hereinafter "the CONSULTANT").

WITNESSETH: That in consideration of the mutual covenants, obligations, and promises herein contained, the parties do mutually agree as follows:

1. Engagement: The COUNTY, acting pursuant to its vested authority, does hereby hire the CONSULTANT to perform, and the CONSULTANT agrees to perform, professional services as set forth in Exhibit "A" attached hereto and incorporated herein as a part of this Agreement.
2. Items to be Furnished by the COUNTY: Assist the CONSULTANT by providing at his disposal all studies, reports, sketches, maps and other documents in possession of or accessible to the COUNTY required to ensure successful project completion.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice to proceed by the COUNTY to the CONSULTANT. CONSULTANT shall perform all services and provide all work product required pursuant according to the schedule in Exhibit A, unless an extension of such time is granted in writing by the COUNTY.
4. Payment. The CONSULTANT shall be paid by the COUNTY for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by CONSULTANT shall be made as provided in Exhibit "A" attached hereto, provided that the total amount of payment to CONSULTANT, that shall include payment for any sub-consultants used by the CONSULTANT, shall not exceed \$64,000 and No/100 (\$ _____) Dollars for Project #1 described in Exhibit "A," and \$44,500 and No/100 (\$ _____) Dollars for Project #2 described in Exhibit "A" (hereinafter the "CONTRACT PRICE") without express written modification of this Agreement signed by the COUNTY.

shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

8. Covenant Against Contingent Fees. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the CONTRACT PRICE or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
9. Discrimination Prohibited. The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
10. Assignment. The CONSULTANT shall not sublet or assign any of the services covered by this Agreement, except as described in its February 13, 2015 proposal submitted to the COUNTY, without the express written consent of the COUNTY.
11. Non-Waiver. The failure of the COUNTY to require performance by the CONSULTANT of any term or condition of this Agreement shall not be construed or held to be a waiver of such term or condition. The COUNTY'S waiver of any term or condition of this Agreement shall not be construed or held to be a waiver of any other term or condition of this Agreement.
12. Termination. The COUNTY or CONSULTANT may terminate this Agreement by giving thirty (30) days' written notice to the other party. The COUNTY shall pay in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any other consultant

the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall be deemed null and void.

- 17. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, officers, agents or employees are legally entitled.
- 18. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals, this ____ day of _____, 20__.

BULLOCH COUNTY

EMC ENGINEERING SERVICES

By: _____

By: *Charles E. Perry, Jr.*

Thomas M. Couch, County Manager

Charles E. Perry, Jr., President & CEO
Printed Name and Title

Attest: _____

Attest: *Kelli S. Bailey*

Olympia F. Gaines, Clerk

Kelli S. Bailey, Secretary
Printed Name and Title

Attachments: EXHIBIT A



- 2) GIS capability.
- 3) Preliminary geotechnical reports on the project site, if needed,
- 4) Any other data, policies, ordinances, plans and studies that will aid in determining final design and construction.

If the COUNTY doesn't furnish the above information, or, if such information is inadequate, any additional information shall be provided as an additional service in a timely manner by the CONSULTANT, as approved and directed by the COUNTY.

GENERAL SCOPE OF SERVICES

The CONSULTANT shall provide as deliverables necessary design and development plans, illustrations, descriptions and cost estimates based on the corresponding description of existing and proposed conditions and user requirements in its original proposal, and as modified by this scope of work.

It shall be the CONSULTANT'S responsibility to design, prepare, assemble and coordinate the necessary bid and construction documents to complete the project within the agreed upon time frame and stated cost limitations. The completed design must comply with all applicable local, state, and federal environmental laws and regulations, including, but not necessarily limited to the following:

At a minimum, the latest editions and applicable addenda for the following standards shall be utilized for the project:

- 1) Georgia Department of Transportation Design Policy Manual
- 2) Georgia Department of Transportation Standards and Specifications
- 3) Applicable American Association of State Highway and Transportation Officials Standards
- 4) Federal Highway Administration Roundabouts: An Informational Guide
- 5) Manual on Uniform Traffic Control Devices
- 6) Americans with Disabilities Act Requirements
- 7) Bulloch County Code of Ordinances (as applicable)
- 8) Bulloch County Long Range Transportation Plan and Sub-Area Study

The CONSULTANT shall initially provide a concept design and cost estimates for construction of each of the intersections.

Upon approval of the concept plan by the Board of Commissioners the County may agree to advance the Projects #1 and #2 to final design and construction as one project or as separate projects depending upon the approved concepts and the construction cost estimates.

The conceptual designs shall include, but are not limited to the following:

- 4) Provide support to include answering questions, providing clarifications and preparing any required addendums during the bidding process.
- 5) During the construction phase the consultant shall perform the following tasks:
 - a. Attend pre-construction meeting.
 - b. Provide construction observation and inspection to insure that contractors are meeting the required specifications.
 - c. Approve pay request from selected contractor.
 - d. Provide monthly progress reports on each project.
 - e. Develop final punch-list for each project and verify completion for project close-out.
 - f. Provide plan set for each project that includes any changes or modifications from the original construction documents.

Upon approval of the final design documents, all original drawings, specifications, CADD files, field notes, computations, etc. shall become the property of the COUNTY. Final design computations shall be neatly and clearly prepared, bound in a booklet format and submitted to the COUNTY.

SPECIAL PERFORMANCE REQUIREMENTS

The CONSULTANT shall submit to the COUNTY a current Certificate of Qualification by the Georgia Department of Transportation as determined by their Consultant Prequalification Manual, and appropriate to the class(es) of work authorized under this Agreement.

The CONSULTANT shall provide a Certificate of Insurance that is acceptable to the COUNTY.

ADDITIONAL SERVICES

Where required the COUNTY may approve tasking beyond the initial scope of services to the CONSULTANT as an *additional service*. Additional services may be priced according to the CONSULTANT'S Schedule of Fees subject to the request and approval of the COUNTY, where this agreement shall be modified with addenda.

Keith Golden, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

EMC Engineering Services, Inc.
10 Chatham Center South, Suite 100
P.O. Box 8101
Savannah, GA 31405

Issued Date: 5/8/14
Print Date: 5/13/14

Dear Sir/Madam,

The Prequalification Committee has reviewed your most recent request for prequalification. The areas in which you are approved are indicated on your enclosed certificate. An additional listing is attached indicating the rejected areas classes, if any. Any new classes applied for but not listed are still under review by the Prequalification Committee.

If you require further information on denied or pending area classes, please contact the prequalification coordinator, Alfreida Davis by phone at (404) 631-1466 or email at adavis@dot.ga.gov.

As always, we appreciate your interest in doing business with the Georgia Department of Transportation and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Glenn Bowman".

Glenn Bowman, P.E.
Director of Engineering

RS: ajd
Enclosure

File Location: Operational Documents\CMIS

CONFIDENTIALITY NOTICE: This document may contain confidential and/or privileged information. Any unauthorized duplication, disclosure, distribution/ retransmission or taking of any action in reliance upon the material in this document is strictly forbidden.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
4/14/2015

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 ASC & Associates, LLC P. O. Box 853 Duluth, GA 30096 153288	CONTACT NAME: PHONE (A/C No. Ext): (912) 748-2663	FAX (A/C No): (912) 988-3703
	E-MAIL ADDRESS: pat.ascins@comcast.net	
INSURED EMC Engineering Services, Inc. Post Office Box 8101 10 Chatham Center South Suite 100 Savannah, GA 31405 912 232-6533	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0003236	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PSA0001488	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PSE0003038	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PSW0001985	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional & Pollution Liability		Y	RDP00015464	6/1/2014	6/1/2015	\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Bulloch County Office of the County Mqanager P.O. Box 347 Statesboro, GA 30459 Email: tmcouch@bullochcounty.net	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 
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BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: Finance	MEETING DATE: 05.21.2015						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 2px;">RESOLUTION ATTACHED?</td> <td style="width: 10%; padding: 2px; text-align: center;">YES</td> <td style="width: 10%; padding: 2px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">NO</td> <td style="text-align: center;">X</td> </tr> </table>	RESOLUTION ATTACHED?	YES			NO	X
RESOLUTION ATTACHED?	YES						
	NO	X					

REQUESTED MOTION OR ITEM TITLE:

Authorize negotiation of an agreement for revenue compliance audits.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
Please find attached a proposal from Revenue Discovery Services for compliance auditing. RDS has previously been used by the county in 2005-2006 for utility bill auditing. The staff is requesting assistance from RDS for auditing occupational taxes, hotel-motel taxes and alcohol excise taxes for delinquencies, underreporting, errors or omissions.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	NO	AMENDMENT OR TRANSFER REQUIRED?	YES	NO
		N	N		N	
PRESENTATION						
PUBLIC HEARING						
CONSENT						
NEW BUSINESS	X					
UNFINISHED BUSINESS						
OTHER						

ATTACH DETAILED ANALYSIS, IF NEEDED:

The RDS fee schedule is on page 9 of the proposal. It is anticipated that there may be 100-150 businesses in the unincorporated area that have not remitted occupational taxes. Incorrect reporting or underreporting of lodging taxes may result in increased property tax collections through capitalization. Alcohol Wholesalers may be incorrectly reporting tax returns.

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	QMS	INITIAL	QK	INITIAL	✓
DATE		DATE		DATE		DATE	4.15.15	DATE	4/15/15	DATE	04.17.15

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



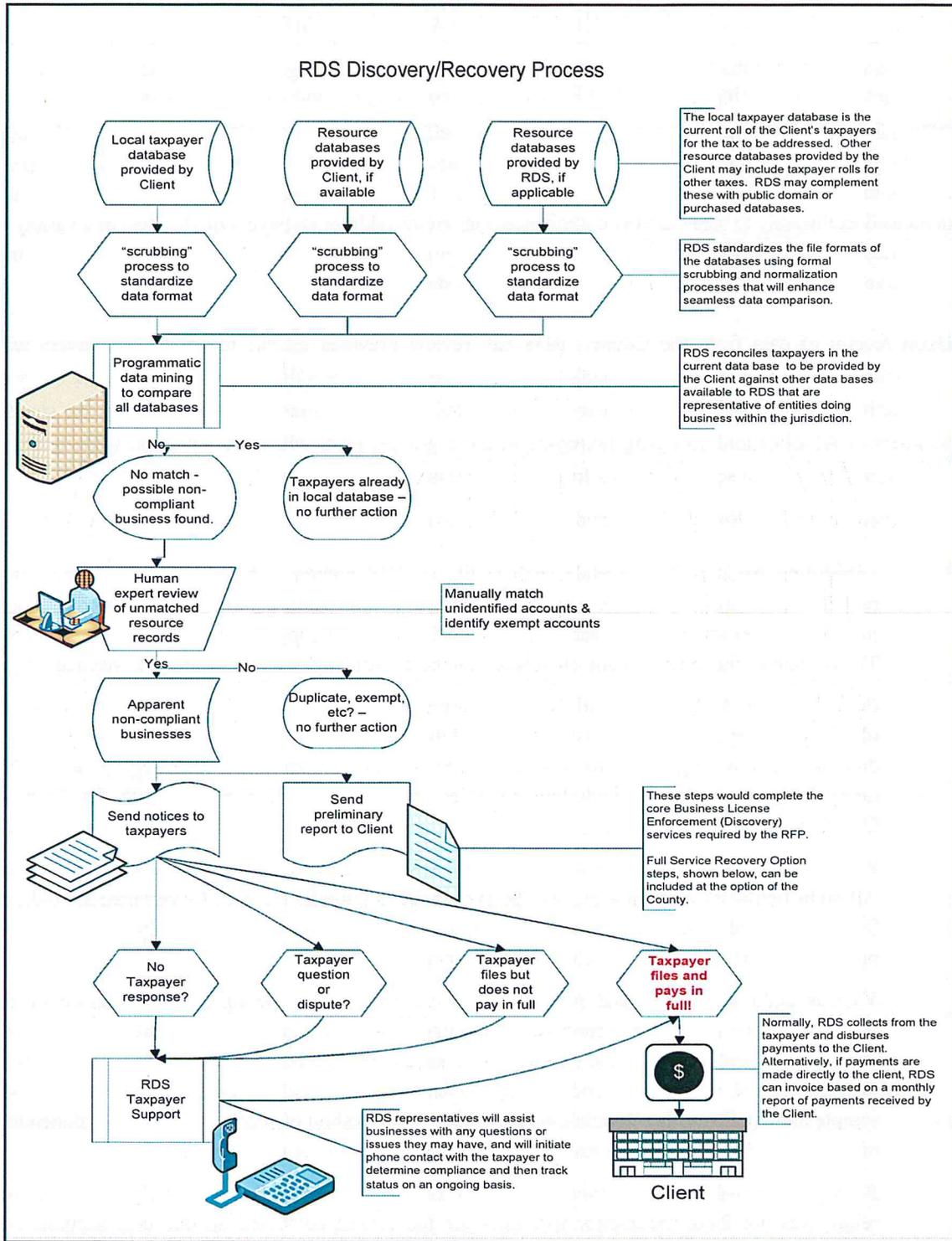
Revenue Administration, Discovery
and Compliance Auditing Services
for Bulloch County

March 19, 2015

The information that follows may not be duplicated in whole or in part for any purpose other than to evaluate the services offered. If, however, a contract is awarded to this offer as a result of or in connection with the submission of such data, the County will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

Revenue Administration, Discovery and Compliance Auditing Services for Bulloch County

- Daily, Weekly and Monthly Reconciliation Reports
 - Detailed Payment History Reports
 - Delinquency Reports
 - Top Remitters Reports
 - Business Tax Certificates Issued Report
 - Business Tax Certificates On Hold Report
 - Business Search Tool
8. Provide day-to-day taxpayer support using a toll free telephone line and email communication. RDS' National Taxpayer Call Center will be available through a toll free telephone line Monday through Friday, 8:00AM to 5:00PM local time;
 9. Handle all taxpayer communications including general questions, account inquiries, business license application questions and issue resolution.
 10. Respond to taxpayer correspondence via return phone call or written correspondence. All standard correspondence templates will be subject to County's prior written approval;
 11. Maintain logs identifying the date of the inquiry, the name and address of the person or entity making the inquiry and the advice or other information provided;
 12. Provide NSF check processing and collection as needed for taxpayer payments.
 13. Implement delinquency follow-up procedures for accounts that fail to submit a return and payment by the due date set by the County;
 14. Calculate preliminary assessments for non-responsive accounts in accordance with County ordinances and fee schedules, and send an invoice to the account.
 15. Identify accounts that become delinquent and inform the taxpayer of the delinquency via telephone and printed notices.
 16. Send notices to those businesses advising them of their legal obligation to obtain a business license in accordance with the County's ordinance.



3. **Presenting Audit Findings:** Once the audit is complete, the RDS auditor will present the audit findings to the taxpayer. The taxpayer is given the opportunity to review the schedules to ascertain possible errors made by the auditor. The taxpayer is informed to look for certain situations, such as, discounts not included in the taxable amount, credits not listed, invoices duplicated and items or transactions that the taxpayer believes are not taxable. During the initial review, the auditor will answer any questions the taxpayer has, ask any clean-up questions, make any changes required and verify information. If changes result from the initial review, the auditor will present revised audit findings.
4. **Reporting and Ongoing Audit Support** Throughout the process, RDS will provide the County with monthly reports, prepare all audit letters and correspondence, perform all tax research services, taxpayer assistance and education needed to successfully complete each audit, or as instructed by the County. RDS will maintain all records and work papers relating to any and all tax audits performed under this contract. RDS auditors will be available, upon timely request, to represent the County in any tax hearings relating to tax audits performed under this contract. Only when issues are resolved and the taxpayer has paid the assessment, is the audit process complete.

RDS represents hundreds of municipal and county governments in this capacity, and has put in place and maintains formal quality control and reporting procedures to ensure that all of our processes, findings, and documentation are both accurate and in compliance with the highest professional standards. Multiple layers of management supervision, mentoring, and review of finished work products support the work of each of our field auditors. We emphasize and maintain a formal review process by Audit Division supervisors to ensure the accuracy of final correspondence prepared by individual auditors.

Reports/Deliverables

Throughout the course of each engagement, RDS will provide the County with monthly reports documenting audit activities undertaken to date. These reports will include the following:

- Accomplishments to date.
- Next-step options and projected timeline for completion.
- Open items needing attention, with identification of the responsible party.
- Updates on any issues requiring County attention.

Upon completion of our review of each business, RDS will provide the County with a written report with findings that explains the results of RDS' review, including:

- An account of the scope and procedures employed in the audit, including the records reviewed and the time periods covered.
- A summary report noting whether the business has substantively fulfilled its financial obligations to the County and the extent to which they adhere to the general parameters of the Ordinance, and including a summary of any noncompliance items noted during the audit, specifically identifying the areas of noncompliance and the nature of the noncompliance actions including recommended actions.

Revenue Administration, Discovery and Compliance Auditing Services for Bulloch County

Fees

<i>Revenue Administration Services:</i>	<i>Fee</i>
Business & Occupational tax, per transaction (either renewal or new license)	\$14.00
Lodging and/or Alcohol/Wine Excise Tax, per transaction (monthly or quarterly)	\$10.00
<i>Revenue Discovery/Recovery Services</i>	<i>Fee</i>
RDS will deduct a contingency fee based on a percentage of any current or previous year Business Occupation taxes discovered and collected by RDS. This fee will not apply to any additional revenue collected on these accounts in future years.	40%
<i>Compliance Audit Services</i>	<i>Fee</i>
For on-site (field) auditing of at-risk taxpayers approved by the County, RDS will charge an hourly rate for each audit engagement: *For Lodging Tax, not to exceed \$1,700.00 per audit *For Alcohol Tax, not to exceed \$5,000.00 per audit	\$125.00/hour*

Proposed fee schedule valid for 60 days from date of issuance: 3/19/2015

Qualifications

RDS, or Revenue Discovery Systems, is a wholly owned subsidiary of PRA Group, Inc. (PRA), with a mission to provide revenue administration, enhancement, and compliance services exclusively to local government clients on a nationwide basis. Initially formed in 1980 as a tax software company serving Alabama city and county governments, we did business in Alabama under the name AlaTax until the company's acquisition by PRA in 2005. The company began doing business in other states under the dba RDS in 2004.

PRA is a full service provider of outsourced receivables management and related services, headquartered in Norfolk, Virginia. PRA began operations in 1996 and has been a public company, traded on the NASDAQ as PRAA, since 2002. PRA's complete Annual Report and other SEC filings are publicly available at <http://ir.pragroup.com/financials.cfm>.

Operating as a wholly-owned subsidiary of a publicly traded company, RDS is governed by the Sarbanes-Oxley Act of 2002, and is audited throughout the year by a "big 4" auditing firm. RDS also undertakes an annual SAS-70 Type II Audit of its data and funds disbursement processes and associated administration procedures, and can provide a report from our latest SAS-70 audit upon request.

Since acquiring RDS in 2005, PRA has demonstrated its commitment to the government services business by acquiring additional companies, bringing in unique services and regional markets that complement and expand the opportunities available in this sector. In 2008, PRA acquired both MuniServices, LLC, a California-based government services firm with nine of the ten largest cities in California as clients; and Houston-based Broussard Partners & Associates (BPA), a sales/use tax auditing firm specializing in providing tax audit services to local governments.

RDS, MuniServices, and BPA are now integrated into a single organization, PRA Government Services, ready to serve as the premier provider of revenue enhancement products and services for state and local governments throughout the United States. We have offices strategically located throughout the country and currently employ 262 professional managers and staff who are dedicated to the success of each jurisdiction that we serve. We work exclusively in the public sector and do not provide any auditing services directly to businesses. Consequently, we have no possible conflict of interest in which we might find ourselves representing both the County and a taxpayer doing business in the County.

RDS offers revenue administration, compliance and collection services encompassing all general sources of local government tax revenues including Sales/Use, (including and accommodating special categories such as beer, wine, tobacco, gas, rentals etc.) Business License, Lodging, Insurance, Utility Users and Franchise Fees. Each tax typically involves its own tax basis, rate structure, filing schedule, taxpayer forms and notices, etc., all of which we configure specifically for our client's needs. We believe the fact that we actually administer, and audit business occupation tax and similar revenue sources on behalf of hundreds of local governments, provides us with expertise and experience unavailable to firms whose experience may be limited to discovery, or account collection.

Account Management

Ivan Figueroa

Regional Account Representative.



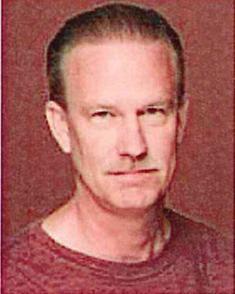
Assignment: Ivan will be the County's Account primary contact and project liaison.

Experience: Ivan joined RDS in 2011, bringing more than twelve years of community service and local government experience to his position assisting local governments with services to enhance their revenues. He first became interested in community zoning issues as an eight-year board member of the Abbotts Cove Homeowners Association (HOA) and then as a volunteer Transportation Chairman with the Johns Creek Community Association (JCCA). In 2004, then Fulton County Commissioner Lynne Riley appointed him to the Steering Committee for Focus Fulton 2025, which was charged with reviewing the county land-use policy for the next 20 years. As a member of the Zoning Sub-Committee of the Committee for the City of Johns Creek, he continued to contribute his zoning and community development knowledge to the creation of the city in the movement for incorporation.

Ivan is a Gubernatorial appointee as a board member to the Georgia office of Workforce Development. He was a member the Greater North Fulton Chamber of Commerce Leadership Class of 2008 and a class member of the Coverdell Leadership Institute.

Education: Ivan graduated Cum-Laude from Elmhurst College, with a BS in Transportation Management.

Revenue Discovery/Recovery	
<p>Jennifer Disko Discovery/ Recovery Department Manager</p> 	<p>Assignment: Jennifer manages the Revenue Discovery team and all day to day aspects of the discovery recovery project.</p> <p>Experience: Jennifer joined RDS in 2003, and became a part of the company’s Revenue Discovery/Recovery team at its inception. Since then she has supervised the implementation and execution of hundreds of revenue discovery projects for government clients of all sizes, as well as other new projects and services. Her responsibilities include researching and coordinating all new projects, attending new client kickoff meetings, assigning Discovery Specialists to each project, monitoring daily project activities and scheduling resources for these activities.</p> <p>In her 10 years with the company, Jennifer has supervised implementation and successful completion of more than 250 individual Discovery/Recovery projects that have generated over \$15M in newly found tax and license revenue for RDS clients. She supervised the implementation and day to day activity of the discovery recovery portion of RDS’ first major contract in Georgia, Fulton County. The contract, initially awarded to RDS in 2006 and continuing through the present, increased overall revenue from these taxes by 50% including discovery and recovery of more than \$2,900,000 to date.</p> <p>Jennifer also managed the implementation, and continuing delivery of a similar program of Business License Discovery services for the City of Bessemer (2010 through present) and the City of Dunwoody (2011 through present).</p> <p>Education: Prior to beginning her career with RDS, Jennifer studied business administration at the University of Montevallo, and completed additional coursework at the University of Alabama Birmingham. Since joining RDS, Jennifer has attended numerous leadership courses as well as the yearly NBBLO State and Local Business Licensing Yearly Conference.</p>

<p>J.C. Green, CPA AVP Audit Operations</p> 	<p>Assignment: J.C. manages the overall audit operations of the Audit Division, and will interact with managers on project and review all audits.</p> <p>Experience: J.C. has over 20 years of advanced compliance auditing experience. He has worked with RDS as a Local and Foreign Audit Specialist since 2005. He conducts, manages and reviews audits conducted by transaction tax compliance, direct and indirect tax, license and privilege tax, and franchise fee sections of the company. He is responsible for a staff of 70+ auditors and has extensive experience and expertise in audit lead research, intrastate and interstate nexus concerns, and multifaceted federal, state and local tax laws. J.C. started his field auditing career with the Internal Revenue Service and the Mississippi Department of Revenue. He has performed transactional and income tax compliance audits for local and national companies throughout the U.S.</p> <p>Education: J.C. received his BA in Accounting from the University of Southern Mississippi, and is a Certified Public Accountant.</p>
<p>Keri Calloway Project Manager</p> 	<p>Assignment: Project Manager</p> <p>Experience: Keri began working with RDS in 2006 as a field auditor. Her duties conducting tax examinations of large and small companies to determine if the correct amount of tax liabilities were paid correctly with the requirements set by the Alabama Department of Revenue. She also compiled work papers and written audit reports to represent finding and basis of findings in a clear and logical manner. Currently she serves as an Audit Manager for RDS with duties including managing a group of field auditors to ensure all the above field audit duties are being met and that all the auditors are using the eight minimum standards set by the ALTIST Board. She is also the Project Manager for three of Georgia contracts under which RDS conducts business license audits and audits of other tax types. Those duties include contacting the jurisdiction on a regular basis to go over all audits that we are currently conducting, conducting the audit, and making sure that the taxpayer understands any findings pertaining to each audit.</p> <p>Education: Keri received her accounting degree from the University of Montevallo.</p>

3. City of Dunwoody

41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
Contact Chris Pike, Finance Director
(678) 382-6700
chris.pike@dunwoodyga.gov

This is an ongoing RDS contract under which we perform Business/Occupation & Hotel/Motel Tax Discovery & Auditing for the City. The contract was originated in 2011 as the result of an RFP and continues through the present date.

Services provided under this contract have resulted in the recovery of approximately \$28,000 from 66 previously unregistered businesses, plus another \$67,000+ in findings as a result of audits undertaken on behalf of the City.

4. Garden City

100 Central Avenue
Garden City, GA 31405
Contact Ron Feldner, City Manager
(912) 966-7777
rfeldner@gardencity-ga.gov

This is an ongoing RDS contract under which we perform Business/Occupation license administration for the City.



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Solid Waste

MEETING DATE: 05.21.2015

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion on Curbside Recycling Program.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please find attached "white paper" on the state of the county's voluntary curbside recycling program. This program set up by Keep Bulloch Beautiful over three years ago has experienced severely negative operating issues for the Solid Waste department which in described in more detail in the "white paper."

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT				
(CHECK ONE)		BUDGETED ITEM?	YES	Y	AMENDMENT OR TRANSFER REQUIRED?	YES
			NO			NO
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: It is estimated that the county is experiencing an operating loss of \$41,000.00 in providing this program.				
PUBLIC HEARING						
CONSENT	X					
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	DD	INITIAL	CPA	INITIAL	CO
DATE		DATE		DATE		DATE	4.15.15	DATE	4/18/15	DATE	04.15.15

COMMISSION ACTION AND REFERRAL

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

WHITE PAPER ON BULLOCH COUNTY'S VOLUNTARY CURBSIDE RECYCLING PROGRAM

Executive Summary

Summary of Current Service

In 2008, the County received a Regional Hub Recycling Grant from the Georgia Department of Community Affairs for the dual purpose of expanding the recycling processing center and recycling services. The grant application proposed the present voluntary single-stream curbside program, primarily in Statesboro, but also in now in place in the towns of Brooklet in Portal. The service was previously administered by Keep Bulloch Beautiful, but required the Solid Waste Department to utilize labor and resources for collection and materials recovery at the county's recycling processing center on Lakeview Road.

Current Customer Count

City of Statesboro	600
Town of Brooklet	135
Town of Portal	60
Free Accounts	Currently under audit

Annual Collection Fee

\$20.00 per customer; no deposit

Route Assignments

Wednesdays	West of US 301
Thursdays	East of US 301

Annual Financial Operating Estimate

A financial estimate of annual revenues and expenses are provided below. The overhead estimates were derived from using OMB A-87 overhead rates prescribed by the federal government. These were used because outside of direct labor and fringe costs for collection drivers, they are considered more reliable than attempting to measure direct allocated costs. The overhead considers budgeted indirect costs for the department, and organizational costs (fiscal/clerical/administrative). A capital amortization factor was also included for the depreciation impact for collection truck, replacement carts and 1% of the capital value of the MRF, base of a rough estimate of allocated recyclables from the curbside program. The annual losses are calculated below.

Annual Financial Operating Estimate

	<i>REVENUES</i>	<i>EXPENSES</i>
User Fees	\$16,000.00	
Recyclables	\$10,000.00	
Direct Labor		\$13,300.00
Overhead: Departmental		\$25,450.00
Overhead: Administrative		\$10,075.00
Tippage Fees		\$3,000.00
Capital Amortization		\$26,250.00
Totals	\$26,000.00	\$87,075
Operating Loss		(\$41,825.00)
Aggregate Loss		(\$67,825.00)

Issues with Current Service

The roll-out of the single-stream program was poorly designed and implemented. This has resulted in a very inefficient and cost ineffective operation. The problems are increased due to the un-marketability of the recycling products due to contamination caused by improper disposal and placement of proper recyclables by the most of the customer base. The County's new Solid Waste Director, Fred White, has performed a comprehensive assessment of the program. His observations, confirmed by the County Manager and other relevant staff, are below.

Poor Program Design

- There was a failure to properly assess full cost recovery for the program that should have included public education efforts, collection costs, tipping fees, recycling facility costs, capital and overhead.
- Overly optimistic revenue projections were generated in 2008 for recovering recyclable revenues. The annual fee (\$20.00 per customer) does not cover the cost of collection. Nor does the estimated revenue from single-stream recyclables substantially subsidize the costs.
- There is no way to determine how much revenue is derived from the sale of curbside recyclables if the truck is bringing it in a single-stream - particularly with contaminated waste that is frequently commingled with the recycling products.
- There was a failure to set up proper program billing and to establish proper program policies. Inadequate information was collected from customers to ensure proper payment. No deposits were required to ensure that carts

were not damaged, stolen or lost. This has resulted in revenue delinquencies and collection problems, and lost or stolen carts.

Poor Promotion, Outreach and Feedback

- Public education about the program was and is ineffective. The program was not marketed or promoted consistently or effectively. The loss of outreach and education was further eroded with the suspension of Keep Bulloch Beautiful program.
- Customers were not given consistent and easy-to-understand information on program policies and acceptable materials.
- No feedback system, penalties (for loading contaminated waste), or incentives (rewards for disposal good quality recyclables) for customers who set out unacceptable materials.

Poor Collection Practices

- No sampling or quality control program was implemented by the County at collection points or the materials recovery facility (MRF).
- The collection and MRF program lacks of proper use of technology such as RFID for route collection and optical scanning at the MRF.
- Routing is inefficient, and routes are run too frequently given the amount of recyclables collected during a weekly period.
- Route personnel were not trained on how to deal with contaminated loads.
- It is estimated that 80% of the curbside loads are contaminated.
- No consistent policies in place for dealing with contaminated loads.
- Carts are improperly used for garbage.
- Some customers were given carts for free, who in turn loaded them with contaminated waste.

Inadequate Materials Recycling Facility

- The MRF was not designed to effectively handle contaminants.
- Sorting at the MRF is done manually, rather than using technology such as optical sorters, and significant rerouting of trash and unacceptable waste has to be removed.
- Inmate labor reliability is spotty; the workers abilities and availability causes quality control issues in processing.
- Lower quality material with residue or contaminants means lower revenues or rejections (decreases material yield), which increases processing costs and inefficiencies.

Options/Alternatives

The County is recommending an immediate suspension of the curbside service, although with adequate notice to customers, and potential proportional refunds for the 2015 subscription year. The poor design and implementation, along with inadequate cost recovery justifies this suspension of the service.

While this may penalize to some degree the good faith of customers who better adhere to the program guidelines, this is necessary to protect the taxpayers interest, by ensuring that property taxpayers, both countywide, and in the specific participating municipalities are not subsidizing the program inequitably.

There are three potential options for accomplishing the outcomes in a more cost-effective way, from most preferred-to-least preferred.

Option #1: Permanent Suspension

The most preferred option by the County as we have determined that there are inadequate resources to design an effective voluntary single-stream curbside program. Some of the resources would be better spent to reinstate the Keep Bulloch Beautiful Program with the returns to its core focus.

Option #2: Add or Expand Convenience Centers

The convenience centers have proven to be a cost effective way to collect and process recyclables. While construction of additional centers in Brooklet or Portal may not be feasible, there may be the possibility of expanding the footprint existing centers or hours of operation as opposed to constructing an additional center. Given Statesboro's size and population, some thought should be given to constructing at least one additional center in a strategic location to maximize recycling opportunities.

Option #3: Reinstate Voluntary Curbside Recycling

While the least preferred alternative, if there is a collective public will to do so, it will take significant program design and planning and reinvestment in capital and operations, along with education and outreach. This would include impacts upon the MRF. The resources necessary are likely to be greater than the tax or fee-paying public is willing to invest. Privatization of the service, or county reintegration could be considered individually or collectively by the participating municipalities, who could more easily collect fees from utility bills.

Conclusion

Assuming that the most preferred option (#1) is selected, the county plans to suspend operations with adequate notice on August 1, 2015. Customers who can be

legitimately attached to paying their annual subscription will be given a \$9.00 refund. Beginning immediately, any non-paying customer will have their carts picked up with one week's notice, or customer with contaminated pick-ups will have their carts removed with no notice and without a refund.