



**Bulloch County
Board of
Commissioners
Regular Meeting**

**05.3.2016
Estimated Time: 45 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; Cindy Steinmann Management Analyst; Randy Newman, Zoning Administrator; Dink Butler, Transportation Director; Chief Deputy Jared Akins |

General Business Agenda

| ITEM | RESOURCE PERSON/FACILITATOR | TIME | REFER |
|---|-----------------------------------|---------|-------|
| Call to Order; Welcome Media and Visitors | Chairman | 5:30 PM | |
| Invocation and Pledge of Allegiance | Chairman | 5:32 PM | |
| Roll Call | Clerk of the Board | 5:34 PM | |
| Approval of Zoning Agenda | Chairman | 5:36 PM | |
| Public Hearing: Conditional Use Request | Bonnie Grist | 5:38 PM | Tab A |
| Approval of General Business Agenda | Chairman | 5:40 PM | |
| Public Comments | Audience | 5:42 PM | |
| Presentation | | 5:44 PM | |
| Joiner-Anderson Funeral Home & Crematory | Jake Futch | | |
| Consent Agenda | Chairman | 5:54 PM | |
| To approve the minutes of the Regular Meeting and Executive Session held on April 19, 2016 | Clerk of the Board | | Tab B |
| To approve the appointment of Alice Holloway to the Aging Advisory Council of the Coastal Regional Commission. | Clerk of the Board | | Tab C |
| To approve Used Tire Recycling/Disposal Agreement with Quality Tire Recycling, LLC | Environmental/Legal | | Tab D |
| To approval Easement to Georgia Power Company | Legal | | Tab E |
| To approve Right-of-way Agreement with Stephan Paul Hutchins | Legal | | Tab F |
| To approve Right-of-way Agreement with Merville M. Cumberbatch | Legal | | Tab G |
| To approve Lease Agreement with Pineland Mental Health | Legal | | Tab H |
| To approve Resolution authorizing acceptance of roads in Talon's Lake and The Landings at Talon's Lake Subdivisions | Roads & Bridges/Engineering/Legal | | Tab I |
| To approve Right of Way Mowing and Spraying Contract | Roads and Bridges | | Tab J |

| | | | |
|---|----------------------|---------|-------|
| New Business | | 5:56 PM | |
| Discussion and/or Action: to approve Intergovernmental Agreement with Bulloch County School District for School Resource Officers | Sheriff's Dept/Legal | | Tab K |
| Commission and Staff Comments | Chairman, et al. | 6:07 PM | |
| Adjourn | Chairman | 6:15 PM | |
| Additional Information: None | | | |
| Background information in Board packets. | | | |

***Board of Commissioners
Agenda for
May 03, 2016
5:30 P.M.***

- 1. Conditional Use Request.....Bonnie W. Grist
.....Agent – Wes Lee**



Bulloch County Departmental Review

| | | | |
|---|--|--------------------------|-----------------|
| Agenda Item: | 1 | Meeting Date: | May 03, 2016 |
| Application #: | CU2016-004 | Application Type: | Conditional Use |
| Request: | Bonnie W. Grist submitted an application for a conditional use for a salvage yard. The property is located on U S Highway 301 South. Wes Lee is acting as agent. | | |
| Planning and Zoning Commission Recommendation: | To approve the request with conditions by a 3-2 vote. | | |

| | | | |
|--------------------------------|--|--------------------------|-------|
| Applicant: | Bonnie W. Grist | Acres in Request: | 6.074 |
| Location: | Highway 301 South | Existing Lots: | 1 |
| Map #: | MS34000006 000 | Current Zoning: | HC |
| Future Land Use: | Suburban-Corridor | | |
| Directions to Property: | Take Hwy 301 South and property will be on the right across from J C Lewis Ford. | | |

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

LAND USE PLANNING IMPACT

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

Existing Land Use Pattern: There are primarily commercial uses at adjacent and nearby properties.



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area.

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

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

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 3 miles (response time 4 minutes) from the Statesboro Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Highway 301 is a state maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

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

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.

The staff recommends approval of the conditional use request with the following condition. The Planning and Zoning Commission added condition number 6:



Bulloch County Departmental Review

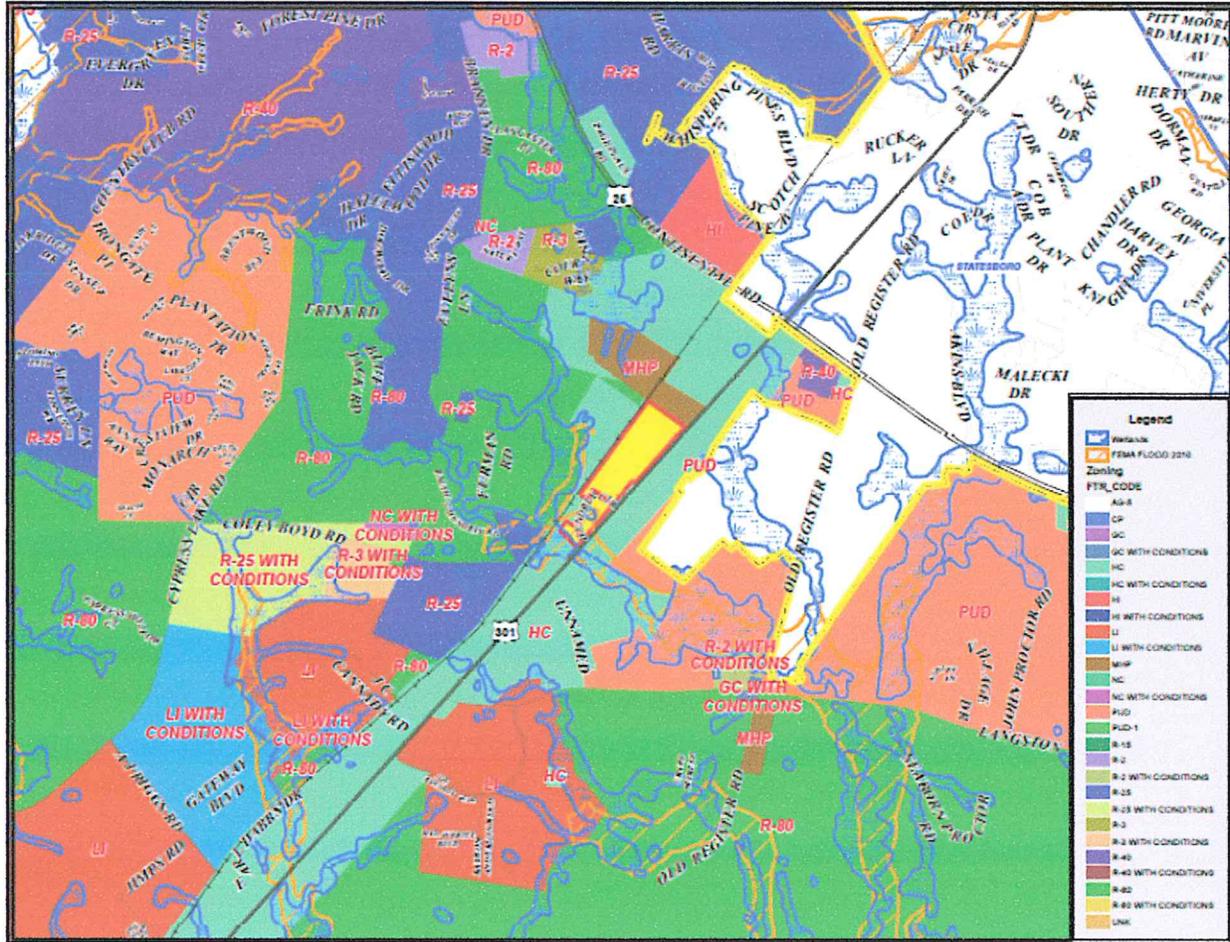
1. All access, driveway and parking areas serving the general public shall be paved and the driveway width shall meet commercial driveway standards.
2. A buffer and visual screening pursuant to Sections 405 and 407 of the zoning ordinance shall be required.
3. Permitted signage shall be in accordance with the applicable district regulations, and shall be compatible with the immediate vicinity.
4. Exterior lighting, if provided, shall be with consideration given to glare, traffic safety, and compatibility with property in the immediate vicinity and traffic on Highway 301.
5. No junk or salvaged materials shall be stored, either temporarily or permanently outside the proposed fence or within the public right-of-way.
6. A place where used vehicles and parts are bought and sold. Also includes the parking, storage or disassembly of three (3) or more junked vehicles, or wrecked or non-operable automobiles, trucks, or other vehicles that do not bear a current license plate.

Participants

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



Bulloch County Departmental Review



April 19, 2016
Statesboro GA

Regular Meeting

The Board of Commissioners met at 8:30am in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Rushing 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 Thompson, Commissioner Rushing, Commissioner Gibson, Commissioner Mosley, and Commissioner Simmons. Commissioner Ethridge was absent. The following staff was present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Accountant Kristie King, County Engineer Kirk Tatum, Solid Waste Director Fred White, Transportation Director Dink Butler, Management Analyst Cindy Steinmann, Statesboro Airport Director Kathy Boykin, Warden Chris Hill, Deputy Warden Wayne Smith, and Chief Deputy Jared Akins.

Chairman Nevil asked for changes or modifications to the General Agenda. Hearing none, he called for a motion to approve the General Agenda as presented. Commissioner Simmons offered a motion to approve the General Agenda as presented. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Simmons all voting in favor of the motion.

Chairman Nevil called for public comments from the audience at large or in writing. Bill Thomas stated that he is concerned with information he requested through the Open Records Act concerning the increase in salaries for sheriff's deputies through overtime payment. Chairman Nevil thanked Mr. Thomas for his comments and input and informed him the Board will research and report back to him concerning this matter. He asked the Board to look into the management of overtime usage and respond back with their findings. Arthur Williams wanted an update on the paving of Mount Olive Missionary Baptist Church Road. Mr. Tatum stated he will follow up and provide an update to Mr. Williams.

Phyllis Thompson, Mandi Cody, and Bob Mikell made a presentation on behalf of the Statesboro Downtown Committee regarding the America's Best Communities competition finals to be held in North Carolina. They discussed strategies to strengthen the community's economy

and improve the quality of life for residents of Bulloch County. The Board thanked them for their presentation.

Chairman Nevil stated the next item on the agenda was a presentation concerning a proposal from Joiner-Anderson Funeral Home & Crematory regarding the disposition of the remains of deceased indigent persons. Commissioner Gibson offered a motion to table until the next meeting on May 3, 2016 since Coroner Jake Futch, who was scheduled to make the presentation, was not in attendance at this meeting. Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Simmons all voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was a Proclamation presented in honor of Manufacturing Appreciation Week to be celebrated April 18th-22nd, 2016.

Chairman Nevil stated the next item on the agenda was approval of the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on April 5, 2016 and the minutes of the Special Called Meeting held on April 8, 2016; (2) to approve Waste Services Agreement with Briggs & Stratton Corporation (See Exhibit #2016-33). Commissioner Gibson offered a motion to approve the Consent Agenda as presented. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Simmons all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion and/or Action to approve a resolution to acquire an avigation easement of 5.620 acres by eminent domain. Chairman Nevil called on Mr. Akins to initiate discussion. Mr. Akins reminded the Board of previous discussions concerning the land acquisitions and easements for the Airport. He stated negotiations were not successful for the Hendley property and this acquisition is required by the County's contract with the Georgia Department of Transportation. Mr. Akins stated the acquisition is necessary to protect the Airport from obstructions and to assure continued compliance with federal and state regulations. Both Chairman Nevil and Commissioner Thompson stated that in order to continue to receive state and federal grants for the operation of the Airport, the County must comply with FAA requirements and acquire this avigation easement through eminent domain since negotiations with Mrs. Hendley were unsuccessful. Without further discussion, Commissioner Mosley offered a motion to approve the resolution to acquire an avigation easement of 5.620 acres by eminent domain (See Exhibit #2015-34).

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

Chairman Nevil called for general comments from the commissioners and staff. The commissioners thanked everyone for attending the meeting, the staff for all they do, and the citizens for their comments and input. They thanked the Statesboro Downtown Committee for their presentation and wished them success in the America's Best Communities competition. Commissioner Gibson saluted Great Dane for bringing jobs to the community. Commissioner Mosley thanked Mr. Thompson and the Development Authority for the work that is done to facilitate economic growth for the community.

Hearing no further comments from the Board or staff, Chairman Nevil stated there was no further business expected for the open session of the regular agenda and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3 (b) (2), and other applicable laws, pursuant to the advice of County Attorney Jeff Akins, for the purpose of discussing and deliberating on Personnel Matters. Without further discussion, Commissioner Thompson offered a motion to adjourn and enter into Executive Session to discuss and deliberate on Personnel Matters (See Exhibit #2016-35). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, and Commissioner Thompson voting in favor of the motion.

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

J. Garrett Nevil, Chairman

Attest: _____

Olympia Gaines, Clerk

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

| | | | |
|-----------------------------------|-------------------------------|------------|----------|
| DEPARTMENT MAKING REQUEST: | MEETING DATE: 5.3.2016 | | |
| Administration: Clerk | RESOLUTION ATTACHED? | YES | |
| | | NO | X |

REQUESTED MOTION OR ITEM TITLE:

To appoint Alice Holloway to the Coastal Regional Commission Aging Advisory Council.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Mrs. Holloway will fulfill the term of Mr. Kenneth Shuman. This Commission serves 10 counties and is a three year term. Membership of the Advisory Council consists of persons 60 years of age, consumers, aging advocates, other interested individuals and local elected officials.

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

| APPROVED FOR AGENDA | | | | | | | | | | | |
|--------------------------------|--|-------------------------------|--|----------------|--|-------------------------|----------|----------------------------------|-------------------------------------|---------------------------|-------------------------------------|
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | x | YES | <input checked="" type="checkbox"/> | YES | <input checked="" type="checkbox"/> |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL odg | | INITIAL | <i>JG</i> | INITIAL | <i>W</i> |
| DATE | | DATE | | DATE | | DATE 4.25.16 | | DATE | <i>4/28/16</i> | DATE 4.28.2016 | |

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

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | | | | | | | |
|---|--|-------------------------------|--|--|--|-----------------------------|---|--------------------------|--|----------------------------|--|
| DEPARTMENT MAKING REQUEST (Box 1) | | | | MEETING DATE (Box 2) May 3, 2016 | | | | | | | |
| Environmental Management/Legal | | | | RESOLUTION ATTACHED? (Box 3) | | YES | | | | | |
| | | | | | | NO | X | | | | |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | | | | | | | |
| Used Tire Recycling/Disposal Agreement with Quality Tire Recycling, LLC | | | | | | | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | | | | | | | |
| Bulloch County has been using Quality Tire Recycling, LLC for disposal of used tires. Quality Tire has requested execution of the attached agreement to reflect current pricing. Approval is recommended. | | | | | | | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | | | |
| PRESENTATION (6a) | | | | BUDGETED ITEM? (7a) | | YES | | | | | |
| | | | | | | AMENDMENT REQUIRED? (7b) | | | | | |
| | | | | | | YES | | | | | |
| | | | | | | NO | | | | | |
| PUBLIC HEARING (6b) | | | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | | | |
| CONSENT (6c) | | X | | | | | | | | | |
| NEW BUSINESS (6d) | | | | | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | | | | | |
| OTHER (6f) | | | | | | | | | | | |
| | | | | | | | | | | | |
| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL <i>OB</i> | | INITIAL <i>JSa</i> | | INITIAL <i>[Signature]</i> | |
| DATE | | DATE | | DATE | | DATE 4.27.16 | | DATE 4/27/16 | | DATE 4.27.16 | |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | | | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | | | | | | | |
| DENIED | | | | | | | | | | | |
| DEFERRED | | NOTES | | | | | | | | | |
| OTHER | | | | | | | | | | | |



Contractor: Quality Tire Recycling, LLC
 465 Mallet Street
 P.O. Box 941
 Jackson, GA 30233
 Phone: 770.775.3304

GATE / DISPOSAL AGREEMENT

Customer Status: New Customer Existing-New Contract Existing-Contract Renewal Price Change Service Change
 Contract Customer / Invoice to: Bulloch County BOC Customer Account number: 82704
 Customer Name: _____ FEIN No.: _____
 Address: 17315 US Hwy 301 North
 City and State: Statesboro, GA Zip Code: 30458
 County: Bulloch Fax Number: _____
 Phone Number: 912-764-0130 E-Mail Address: _____
 Check One: Proprietor Partnership Corp State of Incorporation: _____
 Name of Principal: Fred White Title: _____

Service: Recycling, reuse and/or disposal of Customer's used tires ("Used Tires") at the Used tire facility of Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") in _____ ("Contractor's Facility").

Effective Date of Service: May 22, 2016 Term: 36months Estimated Volume: 50 **Select one:**
 tons per month
 tons per year

Delivery and Acceptance Obligations: During the Term of this Agreement, Customer shall deliver to Contractor's Facility all Used Tires collected by Customer within the Service Area (defined below), and Customer hereby grants Contractor the exclusive right to recycle, reuse and/or dispose of all Used Tires collected by Customer within such Service Area. The term "Service Area" shall mean that certain area contained within a 150 mile radius of Contractor's Facility. During the Term of this Agreement, Contractor shall accept for recycling, reuse and/or disposal at Contractor's Facility, all Used Tires delivered to Contractor's Facility by Customer in accordance with the terms of this Agreement.

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

| | <u>Piece rate</u> | <u>Bulk rate</u> |
|----------------------------------|--------------------------|--------------------------|
| Passenger and Light Truck Tires: | \$ _____ per tire | \$ <u>90.00</u> per ton |
| Large Truck Tires: | \$ _____ per tire | \$ <u>150.00</u> per ton |
| Mixed Loads: | | \$ <u>125.00</u> per ton |
| Rim Removal Fee | \$ <u>extra</u> per tire | |
| Other: _____ | \$ _____ per tire | |
| Off-the-Road Tires: | \$ _____ per tire | \$ <u>500.00</u> per ton |
| Contaminated Tires | \$ <u>extra</u> per tire | \$ _____ per ton |

Billing Terms:
 COD Credit

Special Conditions: _____ (Customer to initial below)
 1. _____
 2. _____
 3. _____

Customer Signature: _____ Date: _____
 (Authorized Representative)

Print Customer Name and Title: _____

Contractor Signature: _____ Date: _____
 (Authorized Representative)

Print Contractor Name and Title: Doug Bernhardt - GM

GENERAL CONDITIONS OF USED TIRE RECYCLING/DISPOSAL AGREEMENT

Contractor hereby warrants to Customer that all Used Tires delivered by Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be thirty-six (36) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial thirty-six (36) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the Service Area, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. ~~In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is twenty-four (24) or more months, Customer shall pay the average of its past monthly charges multiplied by twenty four (24); or (ii) if the remaining Term of this Agreement is less than twenty-four (24) months, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.~~

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the processing, recycling, resale, and/or disposal of Used Tires within the Service Area (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. Customer shall pay Contractor for each load upon delivery unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due, ~~and, in the event of termination, the liquidated damages described above.~~

4. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the recycling and/or disposal of Customer's Used Tires.

5. **Used Tires.** Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. All Used Tires exceeding 54 inches in height or 16 inches in width ("Off-the-Road Tires") must be derimmed and delivered by separate loads which are not commingled with other tires. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or any waste other than Used Tires (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load delivered by Customer, Contractor may, at its election, (i) reject the entire load, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

6. **Title.** Title to the Used Tires shall pass to Contractor upon either (i) the Used Tires being fully unloaded at the working face of Contractor's Facility and Customer's vehicle having departed such working face or (ii) payment of Contractor's Service Fees and other charges due for such Used Tires. Prior thereto, title to the Used Tires shall be in, and all risks and responsibilities theretofore shall be borne by, Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with Customer.

7. **Laws, Rules and Regulations.** Customer agrees to comply, and to instruct all of its employees, drivers, contractors and agents ("Customer's Representatives") to comply, with all rules and regulations established by Contractor for the operation of Contractor's Facility ("Facility Rules"), and with all applicable governmental laws and regulations.

Customer initials _____
Date _____

8. Insurance. At all times during the Term of this Agreement, Customer shall carry and maintain (i) workman's compensation insurance which meets the requirements of the State in which Contractor's Facility is located, and (ii) automobile liability insurance and general liability insurance, each with combined single limit for property damage and bodily injury (including death) in amounts standard and customary in the industry. Such insurance policies shall be issued by reputable insurance companies licensed to do business in the State in which Contractor's Facility is located. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

~~Deleted~~ 9. ~~Indemnity and Related Provisions. Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the transportation or handling of the Used Tires by Customer or Customer's Representatives, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's tires delivered hereunder, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) violation of any Facility Rules or any laws or regulations by Customer or Customer's Representatives, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This indemnification specifically includes any damage to the vehicles of Customer or Customer's Representatives, and any injury to Customer or Customer's Representatives that may result from their transporting, handling or loading/unloading of Used tires and causes of action for death, personal injury, and/or property damage to property or the environment.~~

~~Deleted~~ 10. ~~Right to Compete. Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used tire recycling and/or disposal services or the resale of used tires upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.~~

11. Default and Remedies. In the event either party shall breach this Agreement and fail to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity.

12. Force Majeure. Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

13. Notice. Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

14. Waiver. The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

15. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

~~Deleted~~ 16. ~~Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.~~

17. General Provisions. This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents ad warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials _____
Date _____

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | | | | | | | |
|--|--|---|---|----------------|---------------------------------|--------------------------|-----|------------------------------|-----|-----------------------------------|---|
| DEPARTMENT MAKING REQUEST (Box 1) | | MEETING DATE (Box 2) May 3, 2016 | | | | | | | | | |
| Legal | | RESOLUTION ATTACHED? (Box 3) | | | YES | | | | | | |
| | | | | | NO | X | | | | | |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | | | | | | | |
| Approval of Easement to Georgia Power Company | | | | | | | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | | | | | | | |
| Approval of the attached easement is necessary to allow Georgia Power to add a distribution line to service improvements at the law enforcement training complex on Holland Industrial Boulevard. Approval is recommended. | | | | | | | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | | | | |
| PRESENTATION (6a) | | | BUDGETED ITEM? (7a) | | AMENDMENT REQUIRED? (7b) | | | | | | |
| | | | | | | | YES | | YES | | |
| | | | NO | | NO | | | | | | |
| PUBLIC HEARING (6b) | | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | | | | |
| CONSENT (6c) | | | | | | | X | | | | |
| NEW BUSINESS (6d) | | | | | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | | | | | |
| OTHER (6f) | | | | | | | | | | | |
| | | | | | | | | | | | |
| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | ✓ | YES | ✓ | YES | ✓ |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL <i>Ob</i> | | INITIAL <i>Opn</i> | | INITIAL <i>[Signature]</i> | |
| DATE | | DATE | | DATE | | DATE 4.27.16 | | DATE 4/27/16 | | DATE 4.21.16 | |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | | | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | | | | | | | |
| DENIED | | | | | | | | | | | |
| DEFERRED | | NOTES | | | | | | | | | |
| OTHER | | | | | | | | | | | |

Name of Line STATESBORO FIRE DEPARTMENT (BULLOCH COUNTY)
No 16861 DISTRIBUTION LINE
Parcel No 001 Account No 69596-VBS-0-E02416-0-GP310-3000000
Letter File 9-14031 Deed File 23068 Map File N/A

State of Georgia
Bulloch County

UNDERGROUND EASEMENT

Received of Georgia Power Company, hereinafter called the Company, the sum of Ten and 00/100 ***** Dollars
\$ 10.00 and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, in exchange for which the undersigned City of Statesboro and Bulloch County, GA
whose Post Office Address is

P.O. Box 348 and P.O. Box 347, Statesboro, GA 30459

does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon along, across, under, and through that tract of land owned by the undersigned at

Holland Industrial Blvd., Statesboro, GA 30458

(address of property) in the 1209th GMD (Georgia Militia District) of BULLOCH County, Georgia.

Said lands being more particularly described on a plat marked "Exhibit A" and attached hereto and made a part hereof,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables, and other necessary apparatus, fixtures, appliances of any other company, or person; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said underground lines, transformers, fixtures and appliances, also the right of ingress and egress over said land from said lines. The rights herein granted include all the necessary rights for Company and its assigns to install and maintain electrical lines and communication facilities to existing and future structure(s) under the easement terms herein provided, on the property of the

Parcel 001 Name of Line STATESBORO FIRE DEPARTMENT (BULLOCH COUNTY)

undersigned. Any timber cut on said land by and for said Company shall remain the property of the owner of said timber.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within ten (10') feet of the underground distribution line.

Said Company shall not be liable for or bound by any statement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned ha____ hereunto set _____ hand____ and seal, this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

City of Statesboro

Witness

By: _____ (SEAL)
Name: **Jan Moore**
Title: **Mayor**

Notary Public

Attest: _____ (SEAL)
Name: **Sue Starling**
Title: **City Clerk**

Parcel 001 Name of Line STATESBORO FIRE DEPARTMENT (BULLOCH COUNTY)

Signed, sealed and delivered
in the presence of:

Bulloch County, GA

Witness

By: _____ (SEAL)
Name: J. Garrett Nevil
Title: Chairman

Notary Public

Attest: _____ (SEAL)
Name: Olympia Gaines
Title: Clerk



Exhibit "A"

39 Holland Industrial Blvd., Statesboro
GP310E02416
UPC:
Legal

City of Statesboro & Bulloch County
(Highway 301 North)
Tax Parcel # MS79000007A000

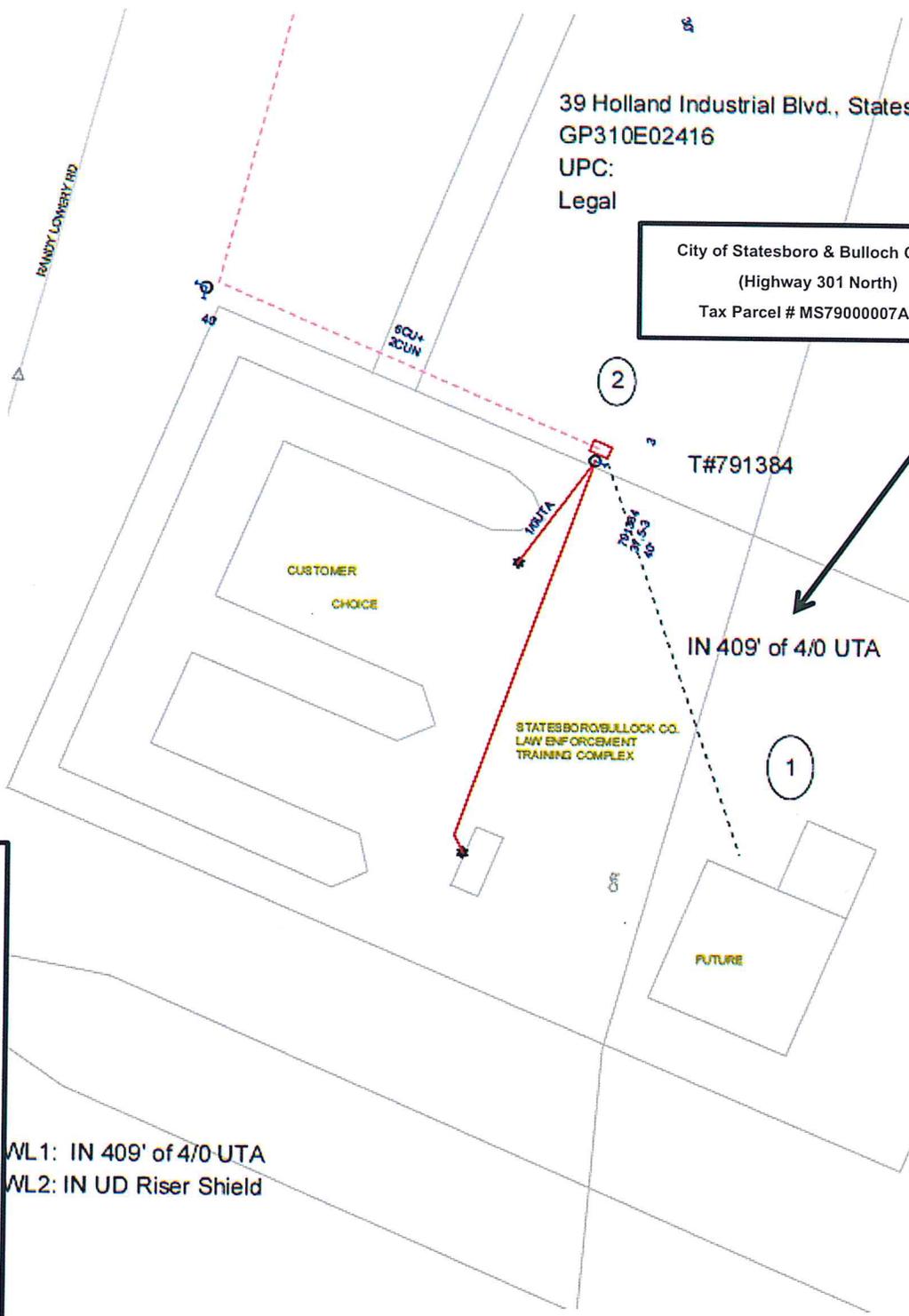
T#791384

IN 409' of 4/0 UTA

STATESBORO/BULLOCK CO.
LAW ENFORCEMENT
TRAINING COMPLEX

CUSTOMER
CHOICE

FUTURE



WL1: IN 409' of 4/0 UTA
WL2: IN UD Riser Shield

Parcel 001

Proposed Underground Line -----
DRAWING NOT TO SCALE

**STATESBORO FIRE DEPARTMENT
(BULLOCH COUNTY)
DISTRIBUTION LINE
LAC # 16861
Pole Location(s): 1 & 2**

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | | | | | | | |
|--|--|-------------------------------|--|--|--|---------------------|---|--------------------------|--|----------------------------|--|
| DEPARTMENT MAKING REQUEST (Box 1) | | | | MEETING DATE (Box 2) May 3, 2016 | | | | | | | |
| Legal | | | | RESOLUTION ATTACHED? (Box 3) | | YES | | | | | |
| | | | | | | NO | X | | | | |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | | | | | | | |
| Approve Right-of-way Agreement with Stephan Paul Hutchins | | | | | | | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | | | | | | | |
| <p><i>In order to proceed with the roundabout project at the intersection of Burkhalter and Pretoria-Rushing Roads, it is necessary to acquire 0.02 acre of right-of-way from Stephan Paul Hutchins. In lieu of cash payment for the fair market value of the right-of-way, Mr. Hutchins has requested that the County install a vinyl privacy fence along a portion of his property line at the conclusion of the project in accordance with the attached agreement. The cost of the fence installation approximates the fair market value of the right-of-way parcel. Approval is recommended.</i></p> | | | | | | | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | | | |
| PRESENTATION (6a) | | | | BUDGETED ITEM? (7a) | | YES | | | | | |
| | | | | | | NO | | | | | |
| PUBLIC HEARING (6b) | | | | AMENDMENT REQUIRED? (7b) | | YES | | | | | |
| CONSENT (6c) | | X | | | | NO | | | | | |
| NEW BUSINESS (6d) | | | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | | | |
| 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 | | INITIAL | | INITIAL | | INITIAL <i>OP</i> | | INITIAL <i>Q/a</i> | | INITIAL <i>[Signature]</i> | |
| DATE | | DATE | | DATE | | DATE <i>4/27/16</i> | | DATE <i>4/27/16</i> | | DATE <i>4/27/16</i> | |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | | | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | | | | | | | |
| DENIED | | | | | | | | | | | |
| DEFERRED | | NOTES | | | | | | | | | |
| OTHER | | | | | | | | | | | |

STATE OF GEORGIA
COUNTY OF BULLOCH

RIGHT-OF-WAY AGREEMENT

This Agreement is entered into this ____ day of _____, 2016, by and between **STEPHAN PAUL HUTCHINS** as party or parties of the first part (hereinafter "Grantor") and **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** as party or parties of the second part (hereinafter the "County") (the words "Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the following described property located in Bulloch County, Georgia, to-wit:

All that certain tract or parcel of land, together with all improvements located thereon, situate, lying and being in the 1547th G.M. District of Bulloch County, Georgia, and being designated as Lot 1 (revised) Berkshire Subdivision containing 0.78 acres, as shown on that certain Plat of Survey of Lots #1 and #58 (revised) and Parcel #57-A of the Berkshire Subdivision, prepared by Donald W. Marsh & Associates, Surveyors, dated October 27, 2003 and recorded in Plat Book 62, Page 116, Bulloch County Records. Said plat and the reference thereof are incorporated herein for a more complete and accurate description. The within described property is bounded, now or formerly, according to the aforementioned plat, as follows: on the North by the right-of-way of County Paved Road #585 (Burkhalter Road); on the East by Lot 2; on the South by the right-of-way of North Leah Lane; and on the West by Lot 58 (revised) as shown on said plat; and

WHEREAS, Grantee operates and maintains a public county road system pursuant to Title 32 of the Official Code of Georgia Annotated and other applicable laws; and

WHEREAS, County Road No. 585 known as Burkhalter Road and County Road No. 342 known as Pretoria-Rushing Road (a.k.a. Rushing Road) are both public roads that are a part of said county road system; and

WHEREAS, Grantee is undertaking a public road construction project to improve the intersection of Burkhalter Road and Pretoria-Rushing Road by constructing a roundabout at said intersection (hereinafter the "Project"); and

WHEREAS, in order to proceed with and accomplish the Project, it is necessary for Grantee to acquire a portion of the above-described property, the acquisition being 0.02 acre and designated as Parcel C on that certain plat of survey dated February 22, 2016 prepared by Jeremy D. Lindsey, Registered Land Surveyor, for the Bulloch County Board of Commissioners, a copy of said plat being attached hereto as Exhibit A and incorporated herein (the 0.02-acre parcel to be acquired being hereinafter referred to as the "Right-of-way Parcel"); and

WHEREAS, the Grantor is willing to convey, and the Grantee is willing to accept conveyance, of the Right-of-way Parcel on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained herein, the Grantor and Grantee hereby agree as follows:

1. Grantor hereby agrees to convey to Grantee via warranty deed marketable fee simple title to the Right-of-way Parcel, free and clear of all liens and encumbrances, specifically including but not necessarily limited to liens arising from any deeds to secure debt or other mortgage instruments. Grantor shall promptly execute said conveyance, and said conveyance shall be completed prior to commencement of the Project. Grantee agrees to pay any application or processing fees related to any partial releases from a mortgage instrument; however, Grantee

shall not be responsible for paying any additional consideration that may be required for a partial release by any mortgagee.

2. In consideration for said conveyance, Grantee agrees to purchase and install, at no additional cost to Grantor, one hundred (100) linear feet of vinyl privacy fencing approximately eight (8) feet in height along Grantor's property line, the exact location of said fence to be designated by the Grantor prior to installation. Grantee shall install said fence after substantial completion of the Project. The fence material shall be the Freedom Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel, Item #12092, Model #73013949, available from Lowe's and as shown on Exhibit B attached hereto. If this particular make and model of fencing is unavailable for any reason at the time of installation, the Grantee shall purchase and install fencing that is substantially equivalent in material, appearance, and price; provided, however, that prior to purchase and installation, Grantor shall consent in writing to any fencing other than that specified in Exhibit B attached hereto.

3. Grantor and Grantee hereby agree that Grantee's obligation to install said privacy fencing is the sole consideration for Grantor's obligation to convey marketable fee simple title to Grantee, that said consideration is sufficient and adequate, and that Grantee shall not be obligated to make any payment in cash or provide any other form of consideration to Grantor.

4. Grantor and Grantee agree that any remedy at law would be inadequate to compensate the non-breaching party for any breach of this Agreement and that any provision of this Agreement shall be enforceable in equity, including but not necessarily limited to specific performance.

5. This Agreement and the warranties and obligations herein shall survive the conveyance of the Right-of-way Parcel and shall not be merged therein.

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

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

STEPHAN PAUL HUTCHINS

By: _____ (L.S.)
J. Garrett Nevil, Chairman

By: _____ (L.S.)
Stephan Paul Hutchins

Attest: _____ (L.S.)
Olympia Gaines, Clerk

(SEAL)



TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS SET FORTH IN CHAPTER 186-7 OF THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-87.

JEREMY D. LINDSEY
G.A. REG. L.S. LIC. NO. 002322
LAND SURVEY FIRM # 000051

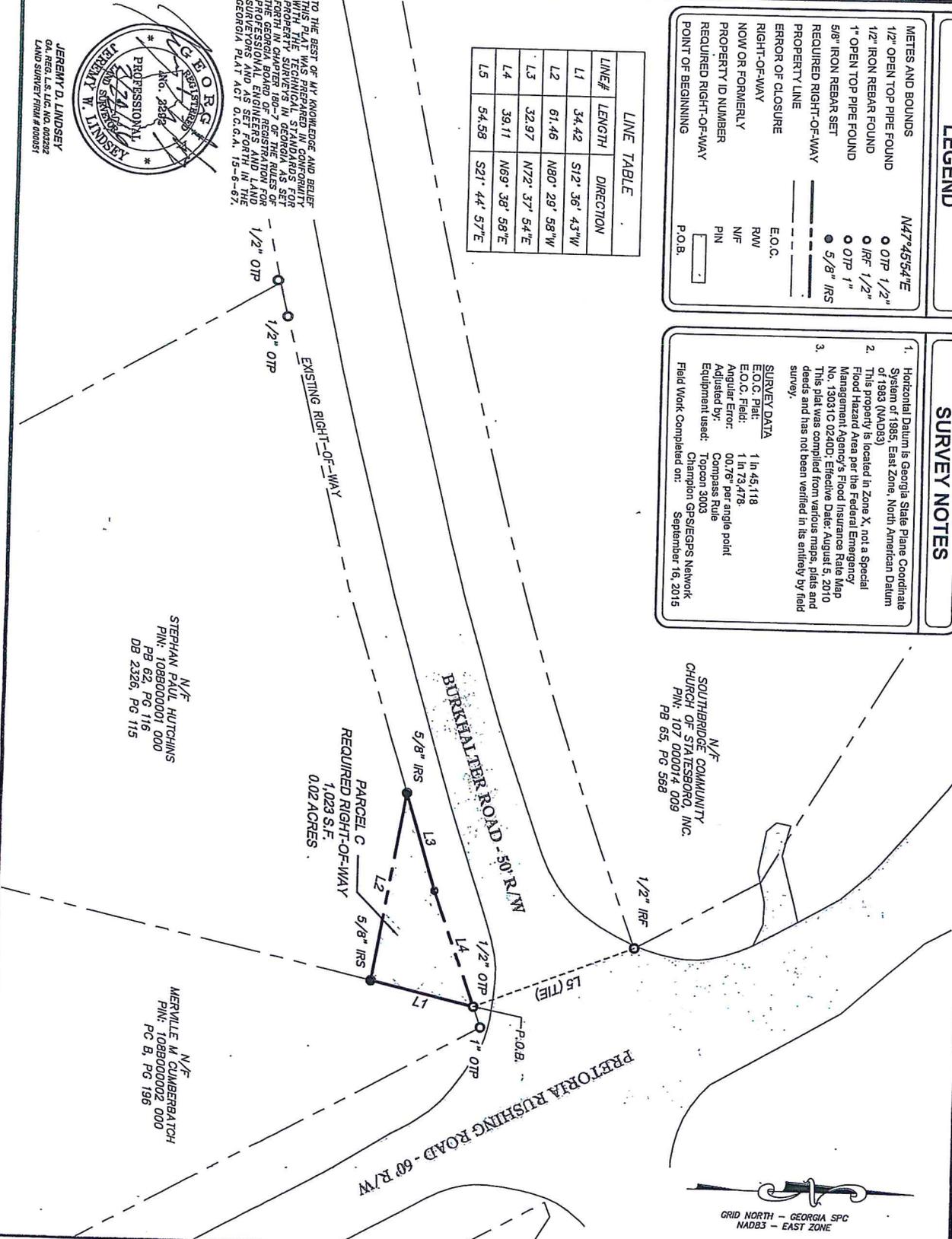
LEGEND

- METES AND BOUNDS N47°45'54"E
- 1/2" OPEN TOP PIPE FOUND ○ O/P 1/2"
- 1/2" IRON REBAR FOUND ○ IRF 1/2"
- 1" OPEN TOP PIPE FOUND ○ O/P 1"
- 5/8" IRON REBAR SET ○ 5/8" IRS
- REQUIRED RIGHT-OF-WAY ———
- PROPERTY LINE ———
- ERROR OF CLOSURE E.O.C.
- RIGHT-OF-WAY R/W
- NOW OR FORMERLY N/F
- PROPERTY ID NUMBER PIN
- REQUIRED RIGHT-OF-WAY POINT OF BEGINNING P.O.B.

SURVEY NOTES

1. Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
 2. This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13031C 0240D, Effective Date: August 5, 2010.
 3. This plat was compiled from various maps, plats and deeds and has not been verified in its entirety by field survey.
- SURVEY DATA**
 E.O.C. Plat: 1 in 45,118
 E.O.C. Field: 1 in 73,478
 Angular Error: 00.76" per angle point
 Adjusted by: Compass Rule
 Equipment used: Topcon 3003
 Field Work Completed on: September 19, 2015

| LINE# | LENGTH | DIRECTION |
|-------|--------|---------------|
| L1 | 34.42 | S12° 36' 43"W |
| L2 | 61.46 | N80° 29' 58"W |
| L3 | 32.97 | N72° 37' 54"E |
| L4 | 39.11 | N69° 38' 58"E |
| L5 | 54.58 | S21° 44' 57"E |



RIGHT-OF-WAY ACQUISITION PLAT
PARCEL C
 LANDS OF STEPHAN PAUL HUTCHINS
 1523rd G.M. DISTRICT, BULLOCH COUNTY, GEORGIA
 Prepared for:
 BULLOCH COUNTY BOARD OF COMMISSIONERS



PROJECT NO.: 15-2037
 DRAWN BY: SAC
 DESIGNED BY: CG
 SURVEYED BY: W/P/V
 SURVEY DATE: 09/19/2015
 CHECKED BY: W/P/V
 SCALE: 1" = 30'
 DATE: 02/22/2016

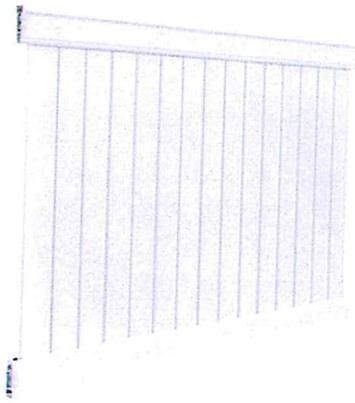
OF 1 SHEET

EMC SERVICES, INC.
 ENVIRONMENTAL
 CIVIL
 LAND SURVEYING
 1211 MERCHANT WAY
 STATESBORO, GEORGIA 30459
 PHONE: (912) 764-7022
 FAX: (912) 764-5884

ALAN AYLA, ARTIST, AUGUSTA, GEORGIA
 COLUMBUS, SAVANNAH, STATESBORO & WADSWORTH



Your Store: Statesboro, GA



Freedom Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel (Common: 8-ft x 6-ft; Actual: 7.82-ft x 6-ft)

Item #: 12092 | Model #: 73013949



\$79.98

Lifestyle/in-use images; accessories not included



FREE
Store Pickup
 Your order can be available for pickup in Lowe's Of Statesboro, GA today.

Lowe's Truck Delivery
 Your order will be ready for delivery to you from your selected store.

Parcel Shipping
Unavailable for This Order
 Sent by carriers like UPS, FedEx, USPS, etc.

Freedom Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel (Common: 8-ft x 6-ft; Actual: 7.82-ft x 6-ft) **\$79.98**

Description

Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel (Common: 8-ft x 6-ft; Actual: 7.82-ft x 6-ft)

- Fence panel kit - assembly required
- Works with pre-routed 5x5 posts: line (search model # 73013950), corner (search model # 73013951), end (search model # 73014057)
- Coordinating gates available in 4-ft (search model # 73024873) and 5-ft (search model # 73014874) widths
- Follows varied terrain - racks 1 inch per foot
- GrippLok™ barbed rail system distributes weight evenly across the entire fence to eliminate sag
- Panel features 6-in tongue and groove boards; 2-3/4-in x 7-in decorative top and bottom rails
- Pool code approved panel meets ICC requirements
- Emblem style is also available in sand (search model # 73014629), sand rail with white boards (search model # 73014712) and white rail with sand boards (search model # 73014711)
- Transferable limited lifetime warranty; made in the USA

Specifications

| | | | |
|--------------------------------------|-------------------|-------------------------------|-------|
| Series Name | Ready-to-Assemble | Post and Accessories Included | No |
| Collection Name | Emblem | Can Contain Deer | No |
| Metal Type | N/A (not metal) | Can Contain Cattle | No |
| Actual Panel Height (Feet) | 6 | Can Contain Goats | No |
| Actual Panel Width (Feet) | 7.82 | Can Contain Sheep | No |
| Actual End Picket Thickness (Inches) | 0 | Can Contain Hogs | No |
| Common Panel Height (Feet) | 6 | Can Contain Horses | No |
| Common Panel Width (Feet) | 8 | Can Contain Dogs | No |
| Common Picket Thickness (Inches) | 0.875 | Can Contain Rabbits | No |
| Common Picket Width (Inches) | 6 | Can Contain Birds | No |
| Weight (lbs.) | 48.78 | Can Contain Chickens | No |
| Actual Picket Thickness (Inches) | 0.875 | Assembly Required | Yes |
| Actual Picket Width (Inches) | 6 | Manufacturer Color/Finish | White |
| | | Above-ground Use | Yes |



| | | | |
|---------------------------------------|-----------|-------------------------|--------------------------------|
| Retention in Pounds per Cubic Foot | 0 | Warranty | Transferrable limited lifetime |
| Number of Pickets | 15 | Fence Top Style | Flat-top |
| Woodgrain Finish | No | Fence Style | N/A |
| Number of Backer Rails | N/A | Primary Recommended Use | N/A |
| Actual Backer Rail Thickness (Inches) | 0 | Wood Species | N/A (not wood) |
| Actual Backer Rail Width (Inches) | 0 | Privacy Style | Privacy |
| Double Nailed | N/A | Primary Material | Vinyl |
| Finish | N/A | For Use With | Vinyl fence |
| Pressure Treated | No | Color/Finish Family | White |
| Pressure Treatment Type | Untreated | | |

Complete the Fence Project



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | | | |
|---|--|---|--|---------------------------------|----------|------------|--|
| DEPARTMENT MAKING REQUEST (Box 1) | | MEETING DATE (Box 2) May 3, 2016 | | | | | |
| Legal | | RESOLUTION ATTACHED? (Box 3) | | YES | | | |
| | | | | NO | X | | |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | | | |
| Approve Right-of-way Agreement with Merville M. Cumberbatch | | | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | | | |
| In order to proceed with the roundabout project at the intersection of Burkhalter and Pretoria-Rushing Roads, it is necessary to acquire 0.04 acre of right-of-way from Merville M. Cumberbatch. In lieu of cash payment for the fair market value of the right-of-way, Mr. Cumberbatch has requested that the County install a vinyl privacy fence along a portion of his property line at the conclusion of the project in accordance with the attached agreement. The cost of the fence installation approximates the fair market value of the right-of-way parcel. Approval is recommended. | | | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | |
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | | AMENDMENT REQUIRED? (7b) | | | |
| | | | | | | YES | |
| | | | | NO | | | |
| | | | | NO | | | |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | |
| CONSENT (6c) | | | | | | X | |
| NEW BUSINESS (6d) | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | |
| OTHER (6f) | | | | | | | |
| | | | | | | | |
| APPROVED FOR AGENDA (Box 8) | | | | | | | |
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | | |
| COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | | | |
| YES | | YES | | YES | | | |
| NO | | NO | | NO | | | |
| INITIAL | | INITIAL | | INITIAL | | | |
| DATE | | DATE | | DATE | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | | | |
| DENIED | | | | | | | |
| DEFERRED | | | | | | | |
| OTHER | | | | | | | |
| | | NOTES | | | | | |

STATE OF GEORGIA
COUNTY OF BULLOCH

RIGHT-OF-WAY AGREEMENT

This Agreement is entered into this ____ day of _____, 2016, by and between **MERVILLE M. CUMBERBATCH** as party or parties of the first part (hereinafter "Grantor") and **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** as party or parties of the second part (hereinafter the "County") (the words "Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the following described property located in Bulloch County, Georgia, to-wit:

All that certain tract or parcel of land lying and being in the 1547th G.M. District of Bulloch County, Georgia and being designated as Lot 2 on revised final plat, Berkshire Subdivision, as shown on a revised plat, prepared by Donald W. Marsh & Associates, Surveyors, dated February 21, 2000 and recorded in Plat Book 61, Page 64, Bulloch County Records and being bound Easterly by the right of way of County Paved Road #342 (Rushing Road); Southerly by Lot 3 and Southwesterly by the right of way of North Leah Lane; and Northwesterly by Lot 1; and

WHEREAS, Grantee operates and maintains a public county road system pursuant to Title 32 of the Official Code of Georgia Annotated and other applicable laws; and

WHEREAS, County Road No. 585 known as Burkhalter Road and County Road No. 342 known as Pretoria-Rushing Road (a.k.a. Rushing Road) are both public roads that are a part of said county road system; and

WHEREAS, Grantee is undertaking a public road construction project to improve the intersection of Burkhalter Road and Pretoria-Rushing Road by constructing a roundabout at said intersection (hereinafter the "Project"); and

WHEREAS, in order to proceed with and accomplish the Project, it is necessary for Grantee to acquire a portion of the above-described property, the acquisition being 0.04 acre and designated as Parcel D on that certain plat of survey dated January 26, 2016 prepared by Jeremy D. Lindsey, Registered Land Surveyor, for the Bulloch County Board of Commissioners, a copy of said plat being attached hereto as Exhibit A and incorporated herein (the 0.04-acre parcel to be acquired being hereinafter referred to as the "Right-of-way Parcel"); and

WHEREAS, the Grantor is willing to convey, and the Grantee is willing to accept conveyance, of the Right-of-way Parcel on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained herein, the Grantor and Grantee hereby agree as follows:

1. Grantor hereby agrees to convey to Grantee via warranty deed marketable fee simple title to the Right-of-way Parcel, free and clear of all liens and encumbrances, specifically including but not necessarily limited to liens arising from any deeds to secure debt or other mortgage instruments. Grantor shall promptly execute said conveyance, and said conveyance shall be completed prior to commencement of the Project. Grantee agrees to pay any application or processing fees related to any partial releases from a mortgage instrument; however, Grantee shall not be responsible for paying any additional consideration that may be required for a partial release by any mortgagee.

2. In consideration for said conveyance, Grantee agrees to purchase and install, at no additional cost to Grantor, one hundred (100) linear feet of vinyl privacy fencing approximately eight (8) feet in height along Grantor's property line, the exact location of said fence to be designated by the Grantor prior to installation. Grantee shall install said fence after substantial completion of the Project. The fence material shall be the Freedom Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel, Item #12092, Model #73013949, available from Lowe's and as shown on Exhibit B attached hereto. If this particular make and model of fencing is unavailable for any reason at the time of installation, the Grantee shall purchase and install fencing that is substantially equivalent in material, appearance, and price; provided, however, that prior to purchase and installation, Grantor shall consent in writing to any fencing other than that specified in Exhibit B attached hereto.

3. Grantor and Grantee hereby agree that Grantee's obligation to install said privacy fencing is the sole consideration for Grantor's obligation to convey marketable fee simple title to Grantee, that said consideration is sufficient and adequate, and that Grantee shall not be obligated to make any payment in cash or provide any other form of consideration to Grantor.

4. Grantor and Grantee agree that any remedy at law would be inadequate to compensate the non-breaching party for any breach of this Agreement and that any provision of this Agreement shall be enforceable in equity, including but not necessarily limited to specific performance.

5. This Agreement and the warranties and obligations herein shall survive the conveyance of the Right-of-way Parcel and shall not be merged therein.

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

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

MERVILLE M. CUMBERBATCH

By: _____ (L.S.)
J. Garrett Nevil, Chairman

By: _____ (L.S.)
Merville M. Cumberbatch

Attest: _____ (L.S.)
Olympia Gaines, Clerk

(SEAL)

LEGEND

- METES AND BOUNDS
 1/2" OPEN TOP PIPE FOUND
 1/2" IRON REBAR FOUND
 1" OPEN TOP PIPE FOUND
 5/8" IRON REBAR SET
 REQUIRED RIGHT-OF-WAY
 PROPERTY LINE
 ERROR OF CLOSURE
 RIGHT-OF-WAY
 NOW OR FORMERLY
 PROPERTY ID NUMBER
 REQUIRED RIGHT-OF-WAY
 POINT OF BEGINNING
- N47°45'54"E
 ○ OTP 1/2"
 ○ IRF 1/2"
 ○ OTP 1"
 ● 5/8" IRS
 --- REQUIRED R.O.W.
 --- PROPERTY LINE
 --- E.O.C.
 --- R.W.
 --- N/F
 --- PIN
 --- P.O.B.

SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
 - This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13031C 0240D, Effective Date, August 5, 2010. This plat was compiled from various maps, plats and deeds and has not been verified in its entirety by field survey.
- SURVEY DATA**
 E.O.C. Plat: 1 in 54,125
 E.O.C. Field: 1 in 73,478
 Angular Error: 00.78" per angle point
 Adjusted by: Compass Rule
 Equipment used: Topcon 3003
 Field Work Completed on: September 16, 2015

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180 OF THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 13-6-67.



JEREMY D. LINDSEY
 GA. REG. L.S. LIC. NO. 002322
 LAND SURVEY FIRM # 000051

| LINE TABLE | | |
|------------|--------|---------------|
| LINE# | LENGTH | DIRECTION |
| L1 | 102.48 | S29° 05' 32"E |
| L2 | 83.41 | N50° 01' 00"W |
| L3 | 34.42 | N12° 36' 43"E |
| L4 | 6.98 | N70° 09' 51"E |
| L5 | 55.25 | S29° 00' 26"E |

H CARLTON III & KRISTEN A BLACKBURN
 N/F
 PIN: 108B000001 000
 PB 62, PG 116

MERVILLE M CUMBERBATCH
 N/F
 PIN: 108B000002 000
 PC B, PG 196

PARCEL D
 1.628 S.F.
 0.04 ACRES

BURKHATTER ROAD - 50' R/W

RUSHING ROAD - 60' R/W

GRID NORTH - GEORGIA SPC
 NAD83 - EAST ZONE

RIGHT-OF-WAY ACQUISITION PLAT

PARCEL D

LANDS OF MERVILLE CUMBERBATCH
 1523rd G.M. DISTRICT, BULLOCH COUNTY, GEORGIA

Prepared for:
 BULLOCH COUNTY BOARD OF COMMISSIONERS

emc
 ENGINEERING
 SERVICES, INC.

ALBANY, ALABAMA, AUGUSTA, BRUNSWICK
 COLUMBUS, SAVANNAH, STATESBORO & VALDOSTA
 1211 BORN 2005 MAY
 1211 BORN 2005 MAY
 STATESTOWN, GEORGIA 30459
 PHONE: (912) 764-7022
 FAX: (912) 764-2884



PROJECT NO.: 15-2007
 DRAWN BY: SAC
 DESIGNED BY: CC
 SURVEYED BY: WFW
 CHECKED BY: WFW
 DATE: 01/26/2016

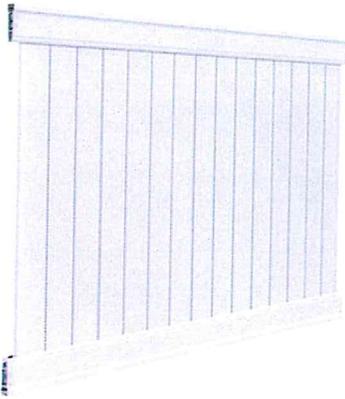
SHEET

OF 1

EXHIBIT

A

Your Store: Statesboro, GA



Freedom Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel (Common: 8-ft x 6-ft; Actual: 7.82-ft x 6-ft)

Item #: 12092 | Model #: 73013949



\$79.98

Lifestyle/in-use images; accessories not included



FREE
Store Pickup
 Your order can be available for pickup in Lowe's Of Statesboro, GA today.

Lowe's Truck Delivery
 Your order will be ready for delivery to you from your selected store.

Parcel Shipping
Unavailable for This Order
 Sent by carriers like UPS, FedEx, USPS, etc.

Freedom Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel (Common: 8-ft x 6-ft; Actual: 7.82-ft x 6-ft) **\$79.98**

Description

Ready-to-Assemble Emblem White Vinyl Privacy Fence Panel (Common: 8-ft x 6-ft; Actual: 7.82-ft x 6-ft)

- Fence panel kit - assembly required
- Works with pre-routed 5x5 posts: line (search model # 73013950), corner (search model # 73013951), end (search model # 73014057)
- Coordinating gates available in 4-ft (search model # 73024873) and 5-ft (search model # 73014874) widths
- Follows varied terrain - racks 1 inch per foot
- GrippLok™ barbed rail system distributes weight evenly across the entire fence to eliminate sag
- Panel features 6-in tongue and groove boards; 2-3/4-in x 7-in decorative top and bottom rails
- Pool code approved panel meets ICC requirements
- Emblem style is also available in sand (search model # 73014629), sand rail with white boards (search model # 73014712) and white rail with sand boards (search model # 73014711)
- Transferable limited lifetime warranty; made in the USA

Specifications

| | | | |
|--------------------------------------|-------------------|-------------------------------|-------|
| Series Name | Ready-to-Assemble | Post and Accessories Included | No |
| Collection Name | Emblem | Can Contain Deer | No |
| Metal Type | N/A (not metal) | Can Contain Cattle | No |
| Actual Panel Height (Feet) | 6 | Can Contain Goats | No |
| Actual Panel Width (Feet) | 7.82 | Can Contain Sheep | No |
| Actual End Picket Thickness (Inches) | 0 | Can Contain Hogs | No |
| Common Panel Height (Feet) | 6 | Can Contain Horses | No |
| Common Panel Width (Feet) | 8 | Can Contain Dogs | No |
| Common Picket Thickness (Inches) | 0.875 | Can Contain Rabbits | No |
| Common Picket Width (Inches) | 6 | Can Contain Birds | No |
| Weight (lbs.) | 48.78 | Can Contain Chickens | No |
| Actual Picket Thickness (Inches) | 0.875 | Assembly Required | Yes |
| Actual Picket Width (Inches) | 6 | Manufacturer Color/Finish | White |
| | | Above-ground Use | Yes |



| | | | |
|---------------------------------------|-----------|-------------------------|--------------------------------|
| Gauge | 0 | Package Quantity | 1 |
| Retention in Pounds per Cubic Foot | 0 | Warranty | Transferrable limited lifetime |
| Number of Pickets | 15 | Fence Top Style | Flat-top |
| Woodgrain Finish | No | Fence Style | N/A |
| Number of Backer Rails | N/A | Primary Recommended Use | N/A |
| Actual Backer Rail Thickness (Inches) | 0 | Wood Species | N/A (not wood) |
| Actual Backer Rail Width (Inches) | 0 | Privacy Style | Privacy |
| Double Nailed | N/A | Primary Material | Vinyl |
| Finish | N/A | For Use With | Vinyl fence |
| Pressure Treated | No | Color/Finish Family | White |
| Pressure Treatment Type | Untreated | | |

Complete the Fence Project



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | | | | | | | |
|--|--|--|--|------------------------------------|---|-----------------------------|---|--------------------------|---|----------------------------|---|
| DEPARTMENT MAKING REQUEST (Box 1) | | | | MEETING DATE (Box 2) May 3, 2016 | | | | | | | |
| Legal | | | | RESOLUTION ATTACHED? (Box 3) | | YES | | | | | |
| | | | | | | NO | X | | | | |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | | | | | | | |
| Approval of Lease Agreement with Pineland Mental Health | | | | | | | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | | | | | | | |
| Pineland Mental Health currently leases the old health department building at 11 North College Street. The current lease will expire on June 30, 2016. Pineland has requested that the lease be renewed for a term of one year, commencing on July 1, 2016 and expiring on June 30, 2017. Approval is recommended. | | | | | | | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | | | |
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | | YES | | AMENDMENT REQUIRED? (7b) | | YES | | | |
| | | | | NO | X | | | NO | X | | |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | | | | | |
| CONSENT (6c) | | X | | | | | | | | | |
| NEW BUSINESS (6d) | | | | | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | | | | | |
| OTHER (6f) | | | | | | | | | | | |
| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | ✓ | YES | ✓ | YES | ✓ |
| NO | | NO | | NO | | NO | | NO | | NO | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL <i>OB</i> | | INITIAL <i>JG</i> | | INITIAL <i>[Signature]</i> | |
| DATE | | DATE | | DATE | | DATE <i>4/29/16</i> | | DATE <i>4/28/16</i> | | DATE <i>4.28.16</i> | |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | | | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | | | | | | | |
| DENIED | | | | | | | | | | | |
| DEFERRED | | NOTES | | | | | | | | | |
| OTHER | | | | | | | | | | | |

LEASE AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2016, 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."

WITNESSETH:

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, 2016 and end on June 30, 2017. 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

Notary Public

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

Date

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | | | | | | | |
|--|--|--------------------------------------|--|---|--|---------------------|-----|---------------------------------|--|-----------------------|--|
| DEPARTMENT MAKING REQUEST (Box 1) | | | | MEETING DATE (Box 2) May 3, 2016 | | | | | | | |
| Roads & Bridges/Engineering/Legal | | | | RESOLUTION ATTACHED? (Box 3) | | | YES | X | | | |
| | | | | NO | | | | | | | |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | | | | | | | |
| Resolution Authorizing Acceptance of Roads in Talon's Lake and The Landings at Talon's Lake Subdivisions | | | | | | | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | | | | | | | |
| The developer has requested that the County accept dedication of and title to the roads in Talon's Lake and The Landings at Talon's Lake Subdivisions. As indicated in the attached memorandum, County Engineer Kirk Tatum has inspected these roads and determined that they comply with all County requirements. Adoption of the attached resolution will implement acceptance of these roads and authorize Chairman Nevil to accept a deed for these roads on behalf of the County. | | | | | | | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | | | FINANCIAL IMPACT STATEMENT (Box 7) | | | | | | | |
| PRESENTATION (6a) | | | | BUDGETED ITEM? (7a) | | YES | | AMENDMENT REQUIRED? (7b) | | YES | |
| | | | | NO | | X | | NO | | X | |
| PUBLIC HEARING (6b) | | | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | | | | | |
| CONSENT (6c) | | X | | | | | | | | | |
| NEW BUSINESS (6d) | | | | | | | | | | | |
| OLD BUSINESS (6e) | | | | | | | | | | | |
| OTHER (6f) | | | | | | | | | | | |
| APPROVED FOR AGENDA (Box 8) | | | | | | | | | | | |
| DEPARTMENT DIRECTOR | | PURCHASING OFFICER | | OTHER | | COUNTY CLERK | | COUNTY STAFF ATTORNEY | | COUNTY MANAGER | |
| YES | | YES | | YES | | YES | | YES | | YES | |
| NO | | NO | | NO | | NO | | NO | | NO | |
| | | | | | | | | | | | |
| INITIAL | | INITIAL | | INITIAL | | INITIAL <i>OB</i> | | INITIAL <i>Jta</i> | | INITIAL <i>N</i> | |
| DATE | | DATE | | DATE | | DATE 4.25.16 | | DATE 4/25/16 | | DATE 4.27.16 | |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | | | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | | | | | | | |
| DENIED | | | | | | | | | | | |
| DEFERRED | | NOTES | | | | | | | | | |
| OTHER | | | | | | | | | | | |

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2016 - ____

WHEREAS, Section 6.5 of Appendix B-Subdivision Regulations of the Code of Ordinances of Bulloch County, Georgia provides that "the county shall not accept title to or assume responsibility for maintaining any street until at least one (1) year after the street has been paved and until at least 50% of the lots have been built upon"; and

WHEREAS, the streets described in Exhibit "A" attached hereto and incorporated herein by reference have been paved for at least one (1) year and at least 50% of the lots in the subdivisions where said streets are located have been built upon; and

WHEREAS, the County Engineer has inspected said streets and determined that they comply with Bulloch County's standards, specifications, and regulations; and

WHEREAS, out of public necessity and for the good of the citizens of Bulloch County, the Bulloch County Board of Commissioners desires to accept the dedication of and title to said streets on behalf of Bulloch County;

NOW THEREFORE, BE IT RESOLVED that the Bulloch County Board of Commissioners hereby accepts the dedication of and title to those subdivision streets described in Exhibit "A," which is attached hereto and incorporated herein by reference, and further hereby authorizes the Chairman of the Bulloch County Board of Commissioners to accept and authorize the recording of deeds from the owners of said streets conveying title in same to Bulloch County.

SO BE IT RESOLVED this 3rd day of May, 2016.

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

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

EXHIBIT "A"

TALONS LAKE ROAD RIGHT-OF-WAYS

All those certain tracts or parcels of land lying and being in the 1547th G. M. District of Bulloch County, Georgia, and being shown and designated as the road right-of-ways of "Talons Lake Drive," "Archie's Walk," "Gabbie's Run," "Gretel's Hunt," "Gretel Court," and "Sydney's Chase," as shown and described on a final plat of Talons Lake Subdivision, Phase I prepared by James M. Anderson & Associates, Inc., Land Surveyors, dated October 17, 2000, recorded in Plat Book 60, Page 186; a final plat of Talons Lake Subdivision, Phase II prepared by James M. Anderson & Associates, Inc., Land Surveyors, dated January 29, 2001, recorded in Plat Book 61, Page 203; a final plat of Talons Lake Subdivision, Phase III prepared by James M. Anderson & Associates, Inc., Land Surveyors, dated April 30, 2001, recorded in Plat Book 61, Page 162; and a final plat of Talons Lake Subdivision, Phase IV, prepared by James M. Anderson & Associates, Inc., Land Surveyors, dated September 26, 2001, recorded in Plat Book 61, Page 299, Bulloch County Records.

The above-referenced plats and the description thereon are incorporated herein for all purposes of this description.

THE LANDINGS AT TALONS LAKE ROAD RIGHT-OF-WAYS

All those certain tracts or parcels of land lying and being in the 1547th G. M. District of Bulloch County, Georgia, and being shown and designated as the road rights-of-way of "Landings Parkway," and "Choctaw Hunt," as shown and described on a final plat of The Landings at Talons Lake Subdivision, prepared by James M. Anderson & Associates, Inc., Land Surveyors, dated January 25, 2002, recorded in Plat Book 61, Page 387, Bulloch County Records.

The above-referenced plats and the description thereon are incorporated herein for all purposes of this description.

LESS AND EXCEPT FROM ALL OF THE ABOVE DESCRIBED RIGHT-OF-WAYS IS ANY PAVED PARKING AREAS.

Memorandum

To: Jeff Akins

From: Kirk Tatum *KT*

Subject: The Landings Subdivision and Talons Lake Subdivision

Date: April 25, 2016

Area Road Superintendent Mike Boyett and I have performed an inspection of Landings Parkway and Choctaw Hunt in The Landings subdivision. We inspected the road and rights-of-way with regard to future maintenance by the county. In our opinion the roads are satisfactory for acceptance by the County provided that we do not accept the parking areas.

Likewise, we inspected the roads in Talons Lake subdivision a year or so ago and recommended that several repairs be done prior to acceptance. The owners have done the necessary repair work and in our opinion these roads can also be accepted by the county.

Please let me know if you have any questions

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

| | | | | | |
|---|--------------------|---|---------------------|-----------------------|--------------------------|
| DEPARTMENT MAKING REQUEST (Box 1) | | MEETING DATE (Box 2) May 3, 2016 | | | |
| Sheriff's Department/Legal | | RESOLUTION ATTACHED? (Box 3) | | YES | |
| | | | | NO | X |
| REQUESTED MOTION OR ITEM TITLE (Box 4) | | | | | |
| Approval of Intergovernmental Agreement with Bulloch County School District for School Resource Officers | | | | | |
| SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) | | | | | |
| The above-referenced intergovernmental agreement between Bulloch County, the Sheriff, and the School District will allow the Sheriff's Department to add two new deputy positions with the School District paying a portion of the cost for these deputies in consideration for the deputies serving as school resource officers during the school year. Approval is recommended. | | | | | |
| AGENDA CATEGORY (CHECK ONE) (Box 6) | | FINANCIAL IMPACT STATEMENT (Box 7) | | | |
| PRESENTATION (6a) | | BUDGETED ITEM? (7a) | YES | | AMENDMENT REQUIRED? (7b) |
| | | | NO | | NO |
| PUBLIC HEARING (6b) | | ATTACH DETAILED ANALYSIS, IF NEEDED (7c) | | | |
| CONSENT (6c) | | | | | |
| NEW BUSINESS (6d) | X | | | | |
| OLD BUSINESS (6e) | | | | | |
| OTHER (6f) | | | | | |
| APPROVED FOR AGENDA (Box 8) | | | | | |
| DEPARTMENT DIRECTOR | PURCHASING OFFICER | OTHER | COUNTY CLERK | COUNTY STAFF ATTORNEY | COUNTY MANAGER |
| YES | | YES | YES | YES | YES |
| NO | | NO | NO | NO | NO |
| INITIAL | INITIAL | INITIAL | INITIAL <i>OB</i> | INITIAL <i>gjn</i> | INITIAL <i>rw</i> |
| DATE | DATE | DATE | DATE <i>4/26/16</i> | DATE <i>4/26/16</i> | DATE <i>4-27-16</i> |
| COMMISSION ACTION AND REFERRAL (Box 9) | | | | | |
| APPROVED | | DATE TO BE RETURNED TO AGENDA | | | |
| DENIED | | | | | |
| DEFERRED | | NOTES | | | |
| OTHER | | | | | |

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE BULLOCH COUNTY SCHOOL DISTRICT, BULLOCH
COUNTY, AND THE BULLOCH COUNTY SHERIFF’S OFFICE**

THIS AGREEMENT is made and entered into this 3rd day of May, 2016, by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners** (hereinafter “the County”) and **LYNN M. ANDERSON in his official capacity as Sheriff of Bulloch County, Georgia,** (hereinafter “the Sheriff”) as party or parties of the first part, and **BULLOCH COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education** (hereinafter the “School District”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff’s Office and in coordination with the School District, has instituted and established a School Resource Officer Program (“the SRO Program”) that provides for the placement of Sheriff’s Office certified law enforcement officers (“SROs”) within the School District; and

WHEREAS, the School District agrees to implement the SRO Program in certain School District schools; and

WHEREAS, the County, the Sheriff, and the School District desire to establish the guidelines of the SRO Program and have a mutual understanding of the particular roles of each entity in relation to the SRO Program.

NOW THEREFORE, for and in consideration of good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

ARTICLE 1- PURPOSE

The School District, the Sheriff, and the County agree that the purpose of the SRO Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: providing classroom instruction on law enforcement related matters, D.A.R.E., and G.R.E.A.T.; allowing students to build positive relationships with law enforcement officers, in the form of SROs, in a non-confrontational setting; protecting persons and property on School District grounds; attending extracurricular activities after the regular school day both at the school and at out of town events; gathering information concerning criminal activity involving School District students on or off of School District grounds; investigating crimes that occur on School District grounds; and generally enforcing the laws of the State of Georgia on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning on the first day class is in regular session at any school at the beginning of the school calendar, excluding pre-planning, and ending on the last day that class is in regular session at the end of the school calendar, each such period being comprised of 180 School District business days.

ARTICLE 2- POLICY

It is the policy of the Sheriff's Office to maintain a minimum of two (2) SROs for the School District.

ARTICLE 3- CHAIN OF COMMAND

The SRO Program is part of the Sheriff's Office, and all SROs shall follow the chain of command of the Sheriff's Office. The commander of the Sheriff's Office Community Relations Division shall serve as the SRO Program Coordinator for the Sheriff's Office and will act as the day to day immediate supervisor of the SRO Program for the Sheriff's Office.

Each SRO shall coordinate activities with the School's administration. All School related activity must be coordinated by each SRO with the principal's office. When an SRO perceives that law enforcement action is required at a School, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter.

The SROs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SROs, will remain employees of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRO will report to the Sheriff's Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRO training. The commander of the Sheriff's Office Community Relation Division will coordinate these activities with the commander of the Sheriff's Office Patrol Division. Upon request by the School District, scheduling and time permitting, the SRO shall be

available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session, including sporting events and school registration. Compensation for such extra services will be paid by the School District to the SRO as outlined below.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SROs. Appropriate School District personnel may participate in any interviews of prospective SRO candidates.

SROs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- Peace Officers Standards and Training (POST) Certification
- Must be able to obtain certification as a D.A.R.E. and G.R.E.A.T. instructor within one calendar year of assignment
- Demonstrated ability to work well with young people and educators
- Demonstrated maturity and no history of conduct unbecoming a deputy
- Skills in interpersonal relationships
- Skills in de-escalation of conflict and in conflict resolution
- Must adhere to the Sheriff's Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SROs

In the event that a principal of a school to which an SRO is assigned believes that the assigned SRO is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRO Program Coordinator. Within a reasonable amount of time after receiving such notification from the superintendent, the SRO Program Coordinator shall advise the Sheriff of the superintendent's concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRO to mediate or resolve any problems they may determine exist. Additionally, the SRO assigned to the School may immediately be re-assigned to another post by the Sheriff.

ARTICLE 6- SRO DUTIES AND RESPONSIBILITIES

Each SRO shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting

- Act as a deterrent to crime in School buildings, on School grounds, and in communities surrounding Schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the Schools
- Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics
- Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities
- Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature
- Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations
- Assist the Sheriff's Office Criminal Investigations Division and the Statesboro-Bulloch Crime Suppression Team in the investigation of any crimes which occur on School District grounds; the SRO will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRO
- Enforce the law of the State of Georgia
- Communicate with School administrators about law enforcement concerns on School District grounds
- Be present on School grounds during the hours of 7:30am to 3:30pm during the Regular Academic Session when classes are in session
- As needed, conduct formal interviews of School District students in accordance with Sheriff's Office and School District policies
- Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff's Office policies
- Maintain a monthly written incident/activity report; this report will include all investigations, arrests, classroom instruction, interviews, hours worked, and any other information concerning the SRO's activities during the month; the original report will be forwarded to the SRO Program Coordinator and the Sheriff's Office Chief Deputy
- Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds; criminal charges will be filed by the SRO regarding such activities as appropriate and case files sent to the courts of proper jurisdiction
- It is acknowledged that a SRO may be called on as a witness or to participate in the School District's disciplinary or truancy processes; however, the disciplining of students for violations of School District policies is solely the responsibility of the School District; A School principal may contact the SRO if he/she believes that an incidents involves a violation of Georgia law, after which the SRO shall determine whether a law enforcement

response is appropriate; SROs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees; violations of School District policies observed by the SRO shall be brought to the attention of the appropriate School District administrator

- Attend pre-planning meetings with administration and instruction staff of the SRO's assigned Schools for a complete orientation of the SRO Program as needed or when requested

ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRO the following materials, training, and facilities, which are deemed essential to the performance of the SRO's duties:

- A reasonable work space at the School
- A copy of relevant School District policies and procedures
- School operations training

ARTICLE 8- SHERIFF'S OFFICE AND COUNTY'S DUTIES AND RESPONSIBILITIES

- Provide the SRO with the usual and customary office supplies and forms required for the performance of the SRO's duties
- Provide uniforms and equipment required of law enforcement personnel
- Provide a vehicle, fuel, and maintenance
- Provide law enforcement and SRO training
- Provide Liability and Workers' Compensation Insurance coverage for the SROs

ARTICLE 9- REVIEW OF SRO PROGRAM

SRO evaluations will occur in June of each year. A SRO Program Committee will perform all evaluations. The SRO Program Committee will consist of the School District Superintendent or his designee, the SRO Program Coordinator, the principal of Schools with assigned SROs, and the Sheriff's Office Chief Deputy. Each SRO will be provided with a written evaluation no later than June 30 of each year.

ARTICLE 10- ASSIGNMENT OF PERSONNEL

SROs will be assigned to schools in unincorporated Bulloch County by the School Superintendent. The Sheriff will provide advice to the School Superintendent in the form of crime statistics and call volumes pertaining to the schools under consideration. Conflicts over the assignment of SROs will be resolved by the School Superintendent with advice provided by the Sheriff. The addition of SROs to schools located in incorporated municipalities may only be

made after further agreements regarding joint funding and supervision of these SROs by the municipality, Sheriff, the County, and the School District.

The School District agrees to allow SROs to leave their assigned schools for approximately 2 hours each week during the Regular Academic Session to instruct D.A.R.E. at designated elementary schools nearby their assigned school

ARTICLE 11- COMPENSATION

SROs shall utilize the Sheriff's Office's time clock system and shall begin their duty day each day of the Regular Academic Session at 7:30am. At the conclusion of each duty day the SROs will clock out. At the conclusion of the two week pay period, payroll will be submitted to the County's Payroll department and a check will be issued to the SRO by the County. The Sheriff's Office Administrative Assistant for Payroll will submit to the School District a monthly bill using the following formula for services rendered each month by each SRO (Pay rate x 8 hours x number of Regular Academic Session days worked). The School District will then remit payment to the County.

Extracurricular activities for which the SRO is requested by School administrators to perform additional work outside the SRO's regular duty day during the Regular Academic Session will be solely at the option of the SRO and will be performed during the SRO's off-duty hours. In accordance with 29 U.S.C. § 207(p) and 29 C.F.R. § 553.227, the Sheriff's Office will exclude these hours in the calculation of hours for which the SRO is entitled to overtime compensation under the Fair Labor Standards Act. The SRO will be paid directly by the School District at his or her regular rate of pay (or at whatever rate of pay may be otherwise negotiated between the School District and the SRO) for work performed for extracurricular activities during the SRO's off-duty time, and the Sheriff's Office will not submit a bill to the School District for such off-duty work. SROs performing off-duty work for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the Sheriff's Office, and the SRO may be disciplined for violating any SOPs or other applicable policies while performing off-duty work for the School District. Since the SRO will be in uniform and using equipment and vehicles of the Sheriff's Office while performing off-duty work for the School District, the SRO will be considered to be engaged in law enforcement activity and will be covered by the County's liability and workers' compensation insurance while performing such work.

SROs utilized by the Sheriff's Office outside of Schools and the Regular Academic Session will be paid by the County.

In the event that payments to either the County or individual SROs by the School District become more than 30 days past due, the County and/or the Sheriff may thereafter immediately terminate this Agreement by providing written notice of such termination, and the reason therefor, to the School District.

ARTICLE 12- TERM

This Agreement will begin on July 1, 2016 and remain in full force and effect for the remainder of the School District 2016-2017 Regular Academic Session until June 30, 2017. Thereafter, this Agreement will automatically renew for successive one-year terms commencing on July 1 and ending on June 30 each year, unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 13- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by the negligence or reckless or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligence or reckless or intentional act.

ARTICLE 14- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party; provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 15- NOTICES

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

- To the School District: Superintendent Charles Wilson
Bulloch County School District
150 Williams Rd, Statesboro Ga 30458
Facsimile: (912) 212-8529
- To Bulloch County County Manager Tom Couch
P.O. Box 347, Statesboro Ga 30459
Facsimile: (912) 764-8634
- With a copy to County Attorney Jeff Akins
P.O. Box 347, Statesboro Ga 30459
Facsimile: (912) 764-8634

- To the Sheriff's Office
Sheriff Lynn M Anderson
17257 U.S. 301 N, Statesboro Ga 30458
Facsimile: (912) 764-2917
- With a copy to
Chief Deputy Jared Akins
17257 U.S. 301 N, Statesboro Ga 30458
Facsimile: (912) 764-2917

ARTICLE 16- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ARTICLE 17- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 18- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 19 – IMMUNITY

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

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

**BULLOCH COUNTY BOARD
OF COMMISSIONERS**

**LYNN M. ANDERSON
SHERIFF OF BULLOCH
COUNTY**

**BULLOCH COUNTY
SCHOOL DISTRICT**

By: _____
J. Garrett Nevil, Chairman

By: _____
Lynn M. Anderson,
Sheriff

By: _____
Michael L. Herndon,
Chairman

Attest: _____
Olympia Gaines, Clerk

Attest: _____
Jared Akins,
Chief Deputy

Attest: _____
Charles G. Wilson,
Superintendent