



**Bulloch County
Board of
Commissioners
Regular Meeting**

**9.06.2016
Estimated Time: 1 Hour and 35 Minutes
North Main Annex Community Room
Statesboro, Georgia
5:30PM**

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, Assistant Chief Financial Officer; Cindy Steinmann Management Analyst; Randy Newman, Zoning Administrator; Kathy Boykin Statesboro-Bulloch Airport Director, Mike Rollins Statesboro-Bulloch Parks and Recreation Director; Fred White Solid Waste Director, 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 Nevil	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Mosley	5:32 PM	
Roll Call	Clerk of the Board	5:34 PM	
Approval of Zoning Agenda	Chairman Nevil	5:40 PM	
Public Hearing: Rezone request	Joe Herrington		Tab A
Public Hearing: Conditional Use Request	Dale Vickery		Tab B
Public Hearing: Conditional Use Request	John & Edna Strickland		Tab C
Public Hearing: Conditional Use Request	Annette Goodrich		Tab D
Public Hearing: Conditional Use Request	Terrell A Parrish		Tab E
Public Hearing: Conditional Use Request	Connie Mathis		Tab F
Public Hearing: Conditional Use Request	Ben Grayson Ellis		Tab G
Public Hearing			
Public Hearing regarding the financing of a water park	Legal/Finance/Recreation		Tab H
Approval of General Business Agenda	Chairman Nevil	6:30 PM	
Public Comments	Audience	6:32 PM	
Consent Agenda	Chairman	6:34 PM	
To approve the minutes of the Regular Meeting held on August 16, 2016, the Special Called Meeting minutes held on August 16, 2016 and August 23, 2016	Clerk of the Board		Tab I
To approve the one year hangar lease for Justin Barnes of DLS Properties, LLC.	Airport		Tab J
To approve a professional service agreement with Lyon &	Building and Facilities		Tab K

Associates to design specifications for the Courthouse Roof Repair due to hail damage			
To approve bid for ten 30 yard roll off containers submitted by Lewis Steel Manufacturing Co. in the amount of \$41,950	Environmental/Solid Waste		Tab L
To rejection of all bids for Pretoria-Rushing-Burkhalter and Burkhalter-Langston Chapel Roads roundabout intersections and authorize re-solicitation	County Manager		Tab M
New Business			
Discussion and/or Action: to approve a change order in the amount \$123,967.35 to add 1.04 miles of Pulaski Road to the existing resurfacing contract with R.B. Baker Construction to ensure at least a 30% County Match for the 2016 GDOT LMIG funds	Transportations/Engineering	6:44 PM	Tab N
Discussion and/or Action: to approve a professional services Agreement with Maxwell-Reddick & Associates to provide Civil engineering design services and consulting for US 301 Roadway improvements	County Manager		Tab O
Commission and Staff Comments	Chairman, et al.	6:50 PM	
Executive Session (Personnel Matters)		7:00 PM	
Adjourn	Chairman	7:15 PM	
Additional Information: None			
Background information in Board packets.			

***Board of Commissioners
Agenda for
September 06, 2016
5:30 P.M.***

1. Rezone Request.....Joe Herrington
2. Conditional Use Request.....Dale Vickery
.....Agent – Linda Tillinger
3. Conditional Use Request.....John & Edna Strickland
.....Agent – Linda Tillinger
4. Conditional Use Request.....Annette Goodrich
.....Agent – Linda Tillinger
5. Conditional Use Request.....Terrell A. Parrish
.....Agent – Linda Tillinger
6. Conditional Use Request.....Connie Mathis
.....Agent – Linda Tillinger
7. Conditional Use Request.....Ben Grayson Ellis
.....Agent – Linda Tillinger



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	September 06, 2016
Application #:	RZ2016-030	Application Type:	Rezone
Request:	Joe Herrington submitted an application to rezone a 5.9 acre tract from AG-5 (Agricultural 5 acres) to R-40 (Residential 40,000 square feet) and divide it into 4 lots. The property is located at 385 Lane Road.		

Applicant:	Joe Herrington	Acres in Request:	5.9
Location:	385 Lane Road	Existing Lots:	1
Map #:	132C000012 000	Requested Lots:	4
		Current Zoning:	AG-5
Future Land Use:	Rural-Open Area	Requested Zoning:	R-40
Directions to Property:	Take Hwy 24 and turn left onto Clito Road. Turn right onto Five Chop Road and left onto West Waters Road. Go around sharp turn and Lane Road will be on the right and property will be on the left.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 4-1 vote.		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?		X	
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?		X	
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	
(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

LAND USE PLANNING IMPACT

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

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



Bulloch County Departmental Review

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

Neighborhood Character: The proposed change in zoning may injure or detract from existing neighborhoods.

Property Values: adjacent property values may be affected due to the change of zoning.

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 3.2 miles (response time 11 minutes) from the Leefield Fire Department. No additional resources are required.

TRAFFIC IMPACT

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

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 12 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property does not appear suitable for the proposed rezone and division.

The staff recommends denial of the rezone request.



Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	September 06, 2016
Application #:	CU2016-037	Application Type:	Conditional Use
Request:	Dale Vickery submitted an application for a conditional use to allow a Solar Electric Power Generation facility. The property is located on Rocky Ford Road. Linda Tillinger is acting as agent.		

Applicant:	Dale Vickery	Total Acres:	55.5
Location:	4604 Rocky Ford Road	Acres in Request:	40
Map #:	039/49B/000 & 039/47/000	Existing Lots:	2
Future Land Use:	Rural-Open Area	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 West and right on Rocky Ford Road. Property will be on both sides of the road.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 5-0 vote.		

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

LAND USE PLANNING IMPACT

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

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

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.



Bulloch County Departmental Review

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

Property Values: property values may 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 6.6 miles (response time 22 minutes) from the Portal Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Rocky Ford Road is a county 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 18 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

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

1. A one hundred foot (100') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,
 - e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.



Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	3	Meeting Date:	September 06, 2016
Application #:	CU2016-038	Application Type:	Conditional Use
Request:	John and Edna Strickland submitted an application for a conditional use to allow for a Solar Electric Power Generation facility. The property is located on Strickland Road. Linda Tillinger is acting as agent.		

Applicant:	John and Edna Strickland	Total Acres:	58.53
Location:	Strickland Road	Acres in Request:	55
Map #:	155/14A/000 & 155/17/000	Existing Lots:	2
Future Land Use:	Rural-Open Area	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 East thru Brooklet and turn right onto Arcola Road. Proceed straight at stop at Hwy 46 and turn right onto Lawrence Church Road. Turn right onto Strickland Road and property will be on both sides of road.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 5-0 vote.		

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

LAND USE PLANNING IMPACT

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

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



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

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

Property Values: property values may 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 4.8 miles (response time 16 minutes) from the Bay Fire Department. No additional resources are required.

TRAFFIC IMPACT

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

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 30 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

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

1. A one hundred foot (100') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

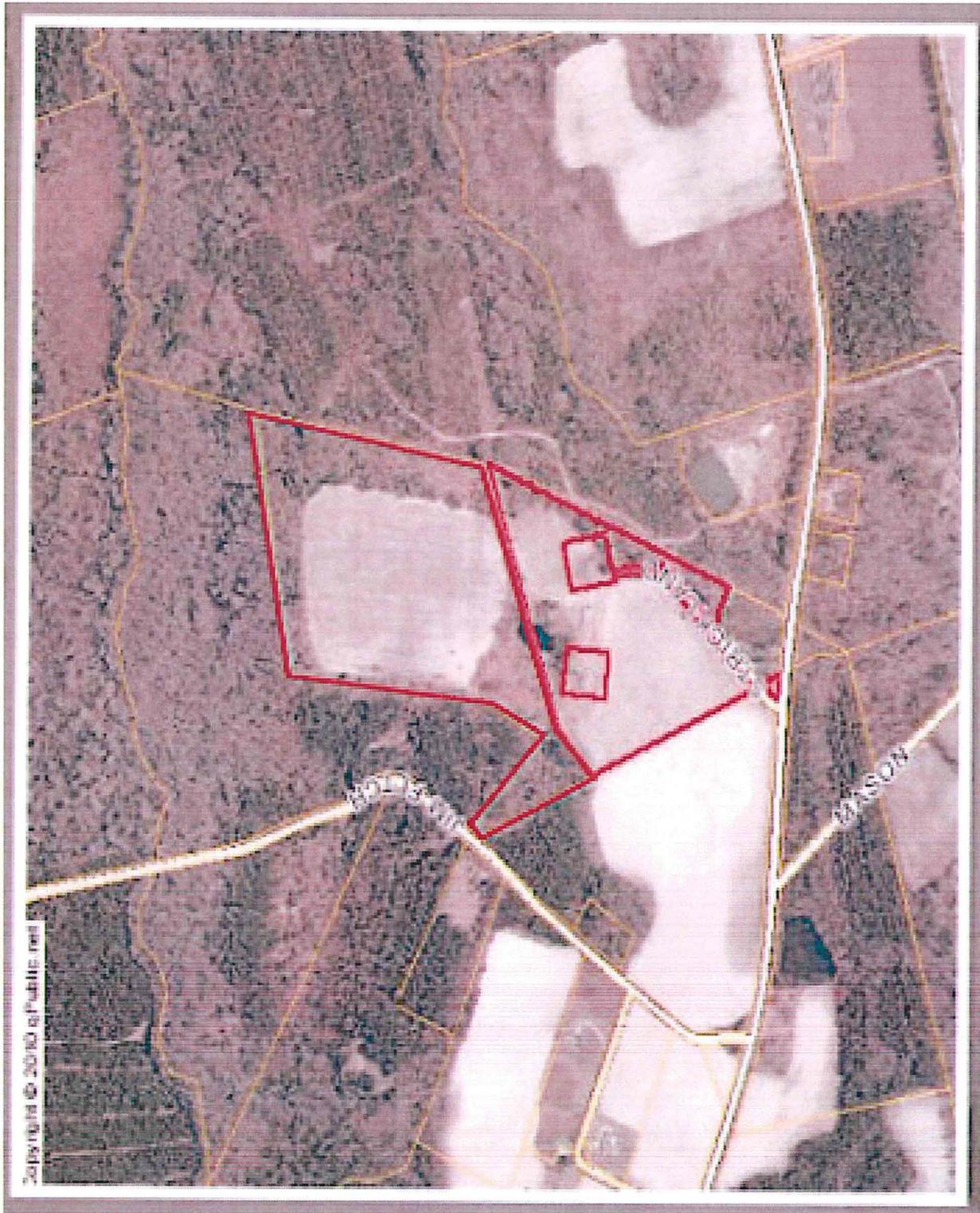
Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,
 - e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.



Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	4	Meeting Date:	September 06, 2016
Application #:	CU2016-039	Application Type:	Conditional Use
Request:	Annette Parrish Goodrich submitted an application for a conditional use to allow for a Solar Electric Power Generation facility. The property is located on Jim Futch Road, Lawrence Church Road, and Mason Road. Linda Tillinger is acting as agent.		

Applicant:	Annette Parrish Goodrich	Total Acres:	50
Location:	Lawrence Church Road	Acres in Request:	84
Map #:	155/19/000 & 155/19/005	Existing Lots:	2
Future Land Use:	Rural-Open Area	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 East thru Brooklet and turn right onto Arcola Road. Proceed straight at stop at Hwy 46 and turn right onto Lawrence Church Road. Property will be on both sides of road at Mason Road and on Jim Futch Road.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 5-0 vote.		

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

LAND USE PLANNING IMPACT

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

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



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

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

Property Values: property values may 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 4.9 miles (response time 16 minutes) from the Bay Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Lawrence Church Road is a county maintained paved road. Jim Futch Road is a county maintained dirt road. Mason Road is a county maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 30 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

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

1. A one hundred foot (100') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,
 - e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned

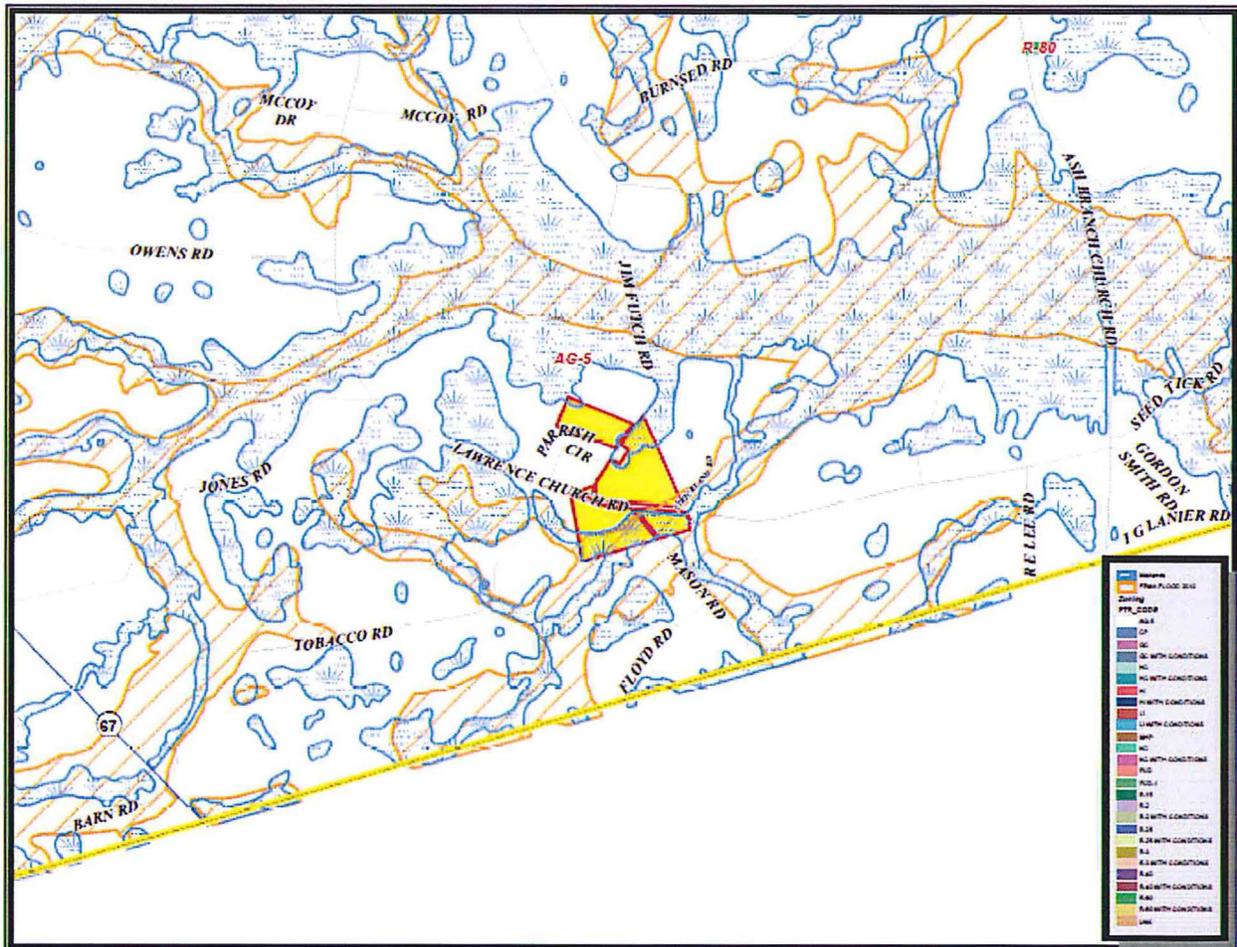


Bulloch County Departmental Review

device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.

Participants

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





Bulloch County Departmental Review

Agenda Item:	5	Meeting Date:	September 06, 2016
Application #:	CU2016-040	Application Type:	Conditional Use
Request:	Terrell A. Parrish submitted an application for a conditional use to allow for a Solar Electric Power Generation facility. The property is located on Lawrence Church Road, Parrish Circle, and Tobacco Road. Linda Tillinger is acting as agent.		

Applicant:	Terrell A. Parrish	Total Acres:	102.5
Location:	Lawrence Church Road	Acres in Request:	75
Map #:	155/19/006 & 155/19/007	Existing Lots:	2
Future Land Use:	Rural-Open Area	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 East thru Brooklet and turn right onto Arcola Road. Proceed straight at stop at Hwy 46 and turn right onto Lawrence Church Road. Property will be on both sides of road at Tobacco Road and Parrish Circle.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 5-0 vote.		

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

LAND USE PLANNING IMPACT

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

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



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

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

Property Values: property values may 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 5.2 miles (response time 17 minutes) from the Bay Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Lawrence Church Road is a county maintained paved road. Tobacco Road is a county maintained dirt road. Parrish Circle is a county maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 30 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

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

1. A one hundred foot (100') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,
 - e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned

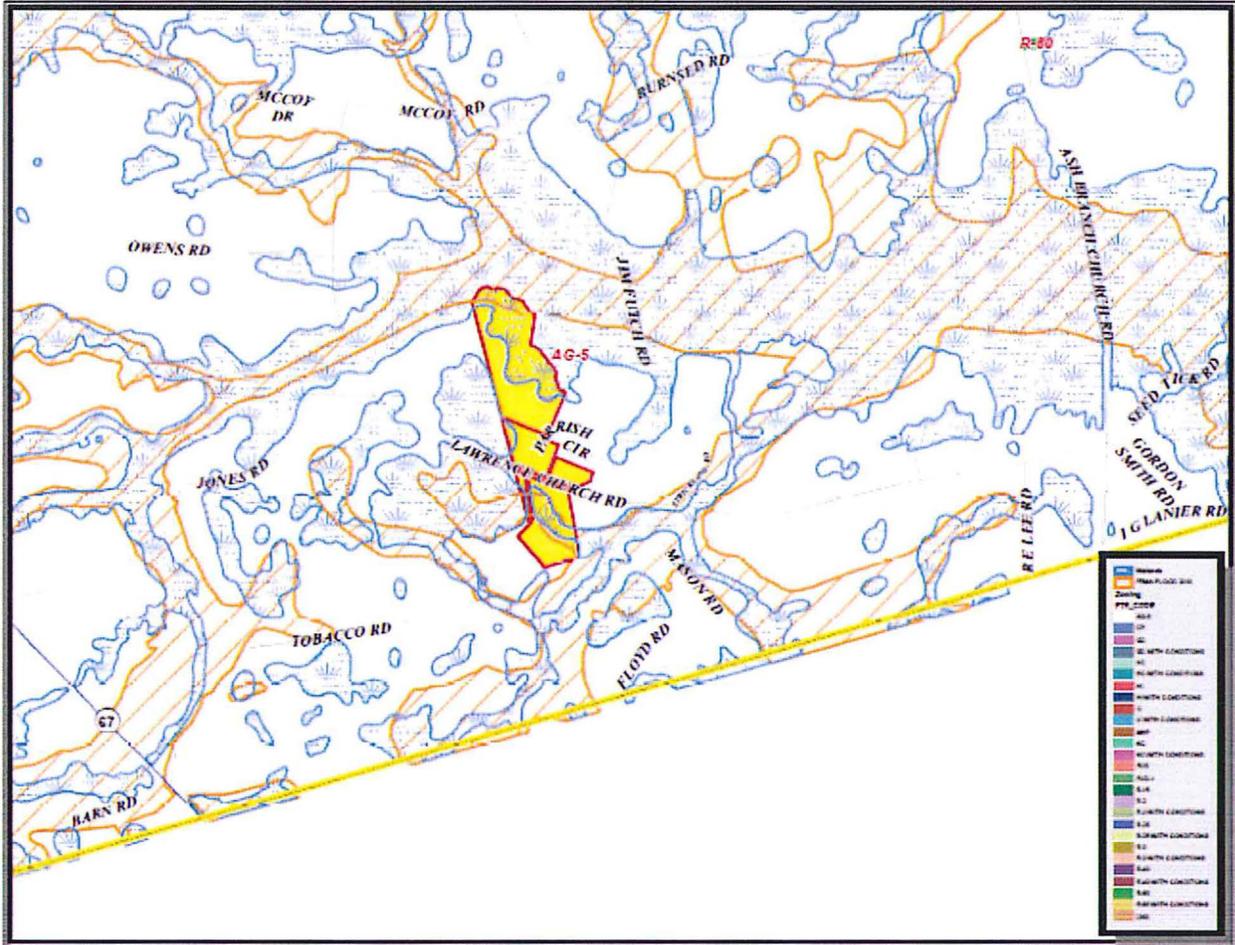


Bulloch County Departmental Review

device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.

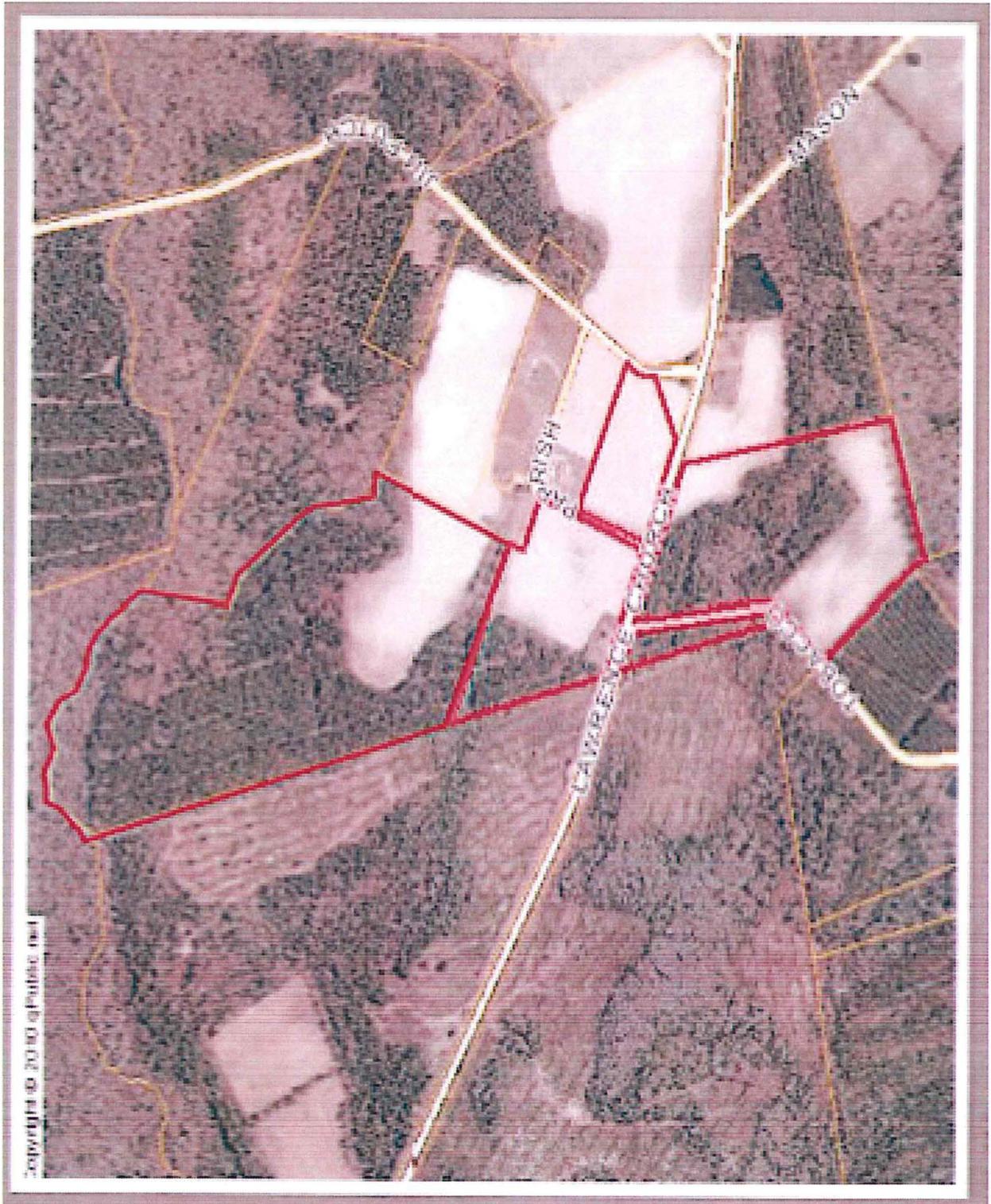
Participants

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





Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	6	Meeting Date:	September 06, 2016
Application #:	CU2016-041	Application Type:	Conditional Use
Request:	Connie E. Mathis submitted an application for a conditional use to allow for a Solar Electric Power Generation facility. The property is located on Highway 80 West and Williams Road. Linda Tillinger is acting as agent.		

Applicant:	Connie E. Mathis	Total Acres:	57.48
Location:	Hwy 80 West & Williams road	Acres in Request:	47.95
Map #:	57/8A/004 & 57/8A/005 & 57/40/000	Existing Lots:	3
Future Land Use:	Rural-Neighborhood	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 West to Hopeulikit and property will be on left and on Williams Road on the left.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 3-2 vote.		

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

LAND USE PLANNING IMPACT

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

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



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

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

Property Values: property values may 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 4.5 miles (response time 15 minutes) from the Portal Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Highway 80 is a state maintained paved road. Williams Road is a county 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 9 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

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

1. A one hundred foot (100') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

The Planning and Zoning Commission recommended approval of the conditional use request with following conditions:

1. A three hundred foot (300') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.
2. A chain-link or pressure treated lumber fence will be required at a minimum height of eight feet (8') around the perimeter of the facility inside the required setbacks, and it shall be regularly maintained.
3. Driveway design and construction shall be approved by the Georgia Department of Transportation. There shall be no access from Williams Road.

Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,

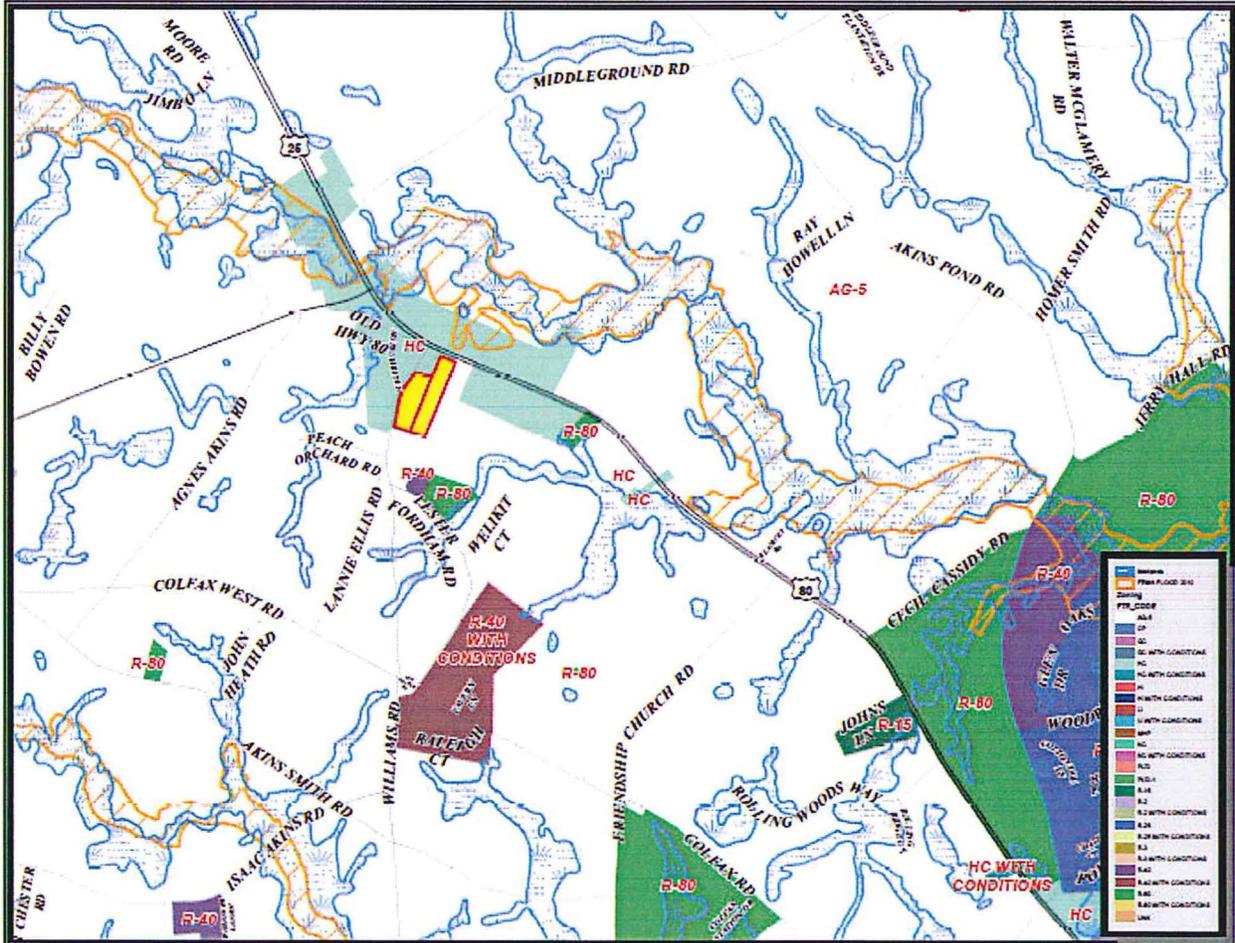


Bulloch County Departmental Review

- e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.

Participants

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





Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	7	Meeting Date:	September 06, 2016
Application #:	CU2016-042	Application Type:	Conditional Use
Request:	Ben Grayson Ellis submitted an application for a conditional use to allow for a Solar Electric Power Generation facility. The property is located on Highway 80 West and Middleground Road. Linda Tillinger is acting as agent.		

Applicant:	Ben Grayson Ellis	Total Acres:	329
Location:	Hwy 80 West & Middleground Road	Acres in Request:	185
Map #:	57/8A/003 & 57/8/000	Existing Lots:	2
Future Land Use:	Rural-Neighborhood/Open Area	Current Zoning:	AG-5
Directions to Property:	Take Hwy 80 West to Hopeulikit and property will be on right and turn right on Middleground Road and property will be on the left.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 4-1vote.		

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

LAND USE PLANNING IMPACT

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

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



Bulloch County Departmental Review

Zoning Patterns and Consistency: The proposed use does not appear to be consistent with the zoning patterns in the nearby area.

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

Property Values: property values may 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 4.5 miles (response time 15 minutes) from the Portal Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Highway 80 is a state maintained paved road. Middleground Road is a county 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 9 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.



Bulloch County Departmental Review

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

1. A one hundred foot (100') landscape buffer shall be required on all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

The Planning and Zoning Commission recommends approval of the conditional use request with following conditions:

1. A three hundred foot (300') landscape buffer shall be required along the property line joining the Hugh S. Marsh & ETAL property (057 000003 000) consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.
2. A one hundred foot (100') landscape buffer shall be required on the remainder of all sides consisting of evergreen plantings that possess growth characteristics of such a nature as to produce a dense, compact planting screen with an opacity ratio of 60%, and is capable of growing to a height of at least eight (8') feet within two (2) years, and it shall be regularly maintained.

Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,

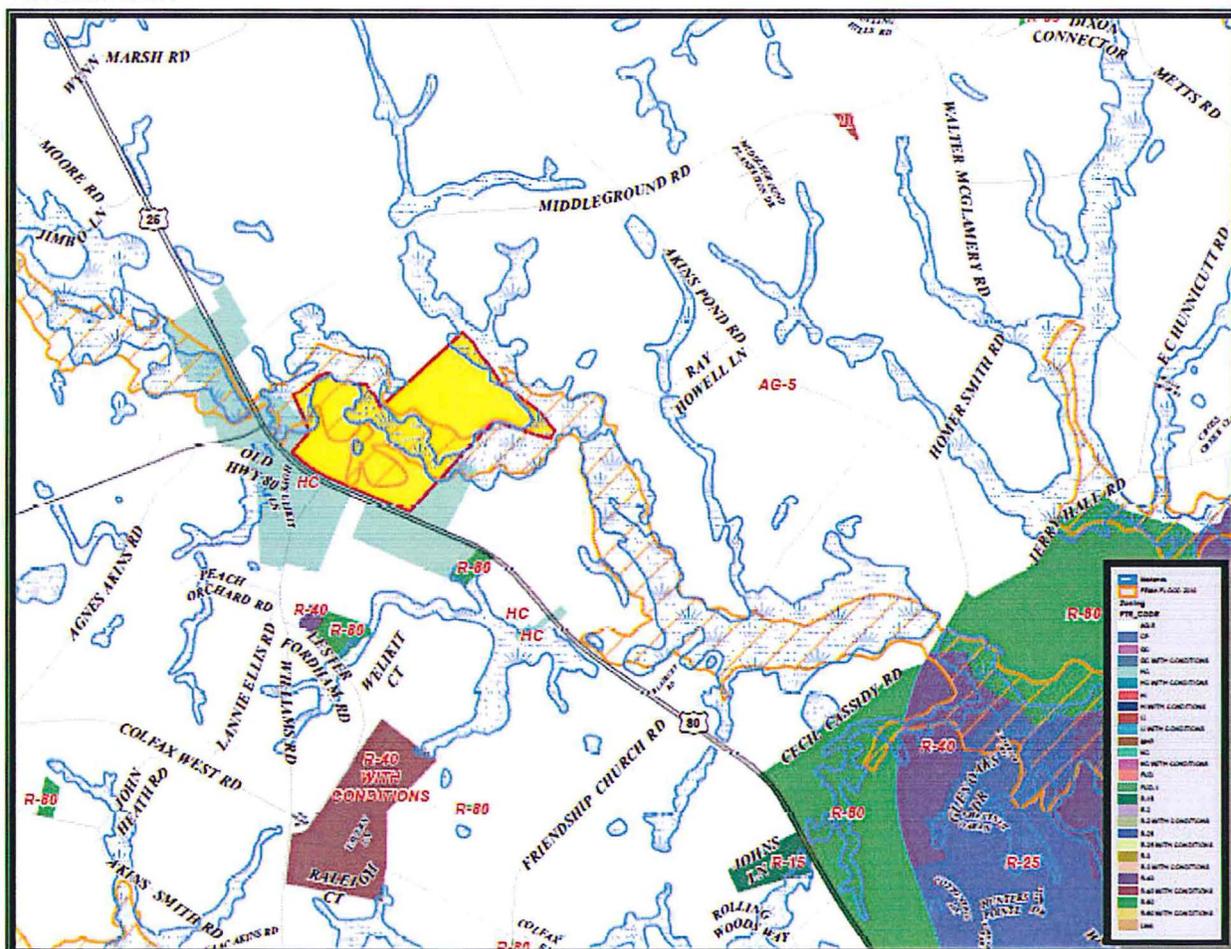


Bulloch County Departmental Review

- e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action.

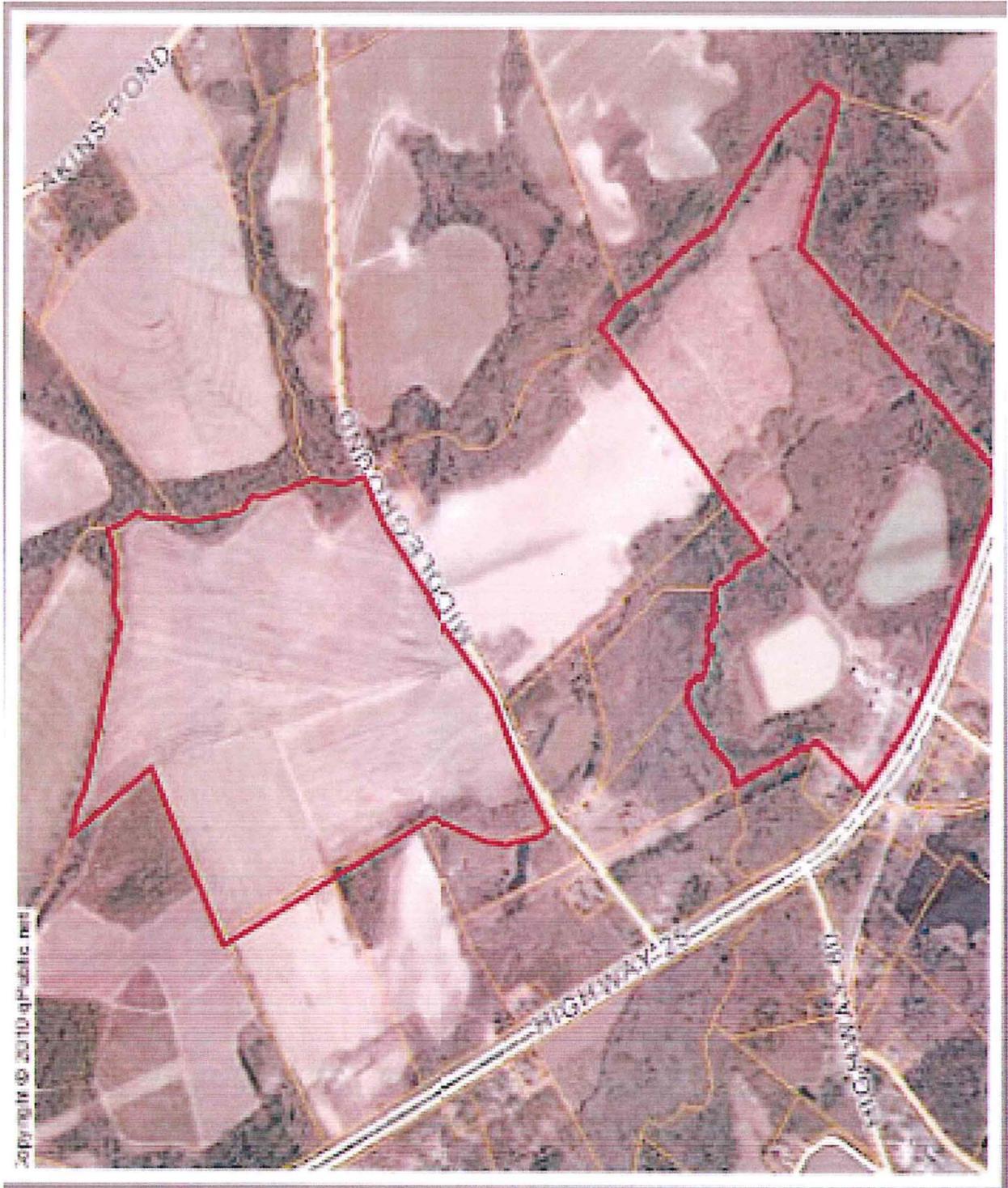
Participants

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





Bulloch County Departmental Review



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) September 6, 2016			
Legal/Finance/Recreation		RESOLUTION ATTACHED? (Box 3)		YES	
				NO	X
REQUESTED MOTION OR ITEM TITLE (Box 4)					
Public Hearing Regarding Financing of a Water Park					
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)					
The proposed addition to Splash in the 'Boro will be financed through a lease-purchase agreement pursuant to Section 36-60-13 of the Official Code of Georgia Annotated (OCGA). Certificates of Participation in the lease-purchase agreement will be sold to investors through a public offering, which will allow the County to obtain the lowest possible interest rate. OCGA 36-60-13(g) requires a public hearing to be held upon at least two weeks' notice prior to the execution of a lease-purchase agreement involving real property. The attached "Notice of Public Hearing" was published in the Statesboro Herald on August 17, 2016. The cost of the new addition to Splash in the 'Boro is estimated to be approximately \$5,685,000. The new financing will also pay off the balance of the financing for the previous addition in the approximate amount of \$1,777,000. Other costs of the public offering and issuance of the Certificates of Participation will also be included in the financing.					
AGENDA CATEGORY (CHECK ONE) (Box 6)			FINANCIAL IMPACT STATEMENT (Box 7)		
PRESENTATION (6a)			BUDGETED ITEM? (7a)	YES	
				NO	
PUBLIC HEARING (6b)		X	ATTACH DETAILED ANALYSIS, IF NEEDED (7c)		
CONSENT (6c)					
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	9/1/16
COMMISSION ACTION AND REFERRAL (Box 9)					
APPROVED		DATE TO BE RETURNED TO AGENDA			
DENIED					
DEFERRED		NOTES			
OTHER					

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that, pursuant to the provisions of O.C.G.A. § 36-60-13(g), as amended, a public hearing will be held at 5:30 P.M. on September 6, 2016, in the Community Room of the Bulloch County North Main Annex, located at 115 North Main Street in Statesboro, Georgia, regarding the financing of a water park (the "Project"). The Project will be financed pursuant to either a Lease-Purchase Agreement or an Installment Sale Agreement (the "Financing Agreement"), between Association County Commissioners of Georgia, as lessor/seller, and Bulloch County, Georgia, as lessee/purchaser.

All persons residing in Bulloch County having questions concerning, or views on the proposed financing of the Project or the Financing Agreement may appear and be heard at said public hearing.

August 16, 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, Commissioner Simmons, and Commissioner Ethridge. The following staff was present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Assistant Chief Financial Officer Kristie King, County Engineer Kirk Tatum, Solid Waste Director Fred White, Transportation Director Dink Butler, Management Analyst Cindy Steinmann, Correctional Institute Nurse Meredith Brown, Warden Chris Hill, Deputy Warden Wayne Smith, Administrative Assistant Janet Driggers, Statesboro-Bulloch Parks and Recreation Director Mike Rollins, Purchasing Manager Faye Bragg, Tax Assessor John Scott and Tax Commissioner James Deal.

Chairman Nevil stated the first item of business was a public hearing for the proposed property tax increase. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated as required by the Taxpayer Bill of Rights adopted by the General Assembly in 1999, the County is required to hold a public hearing if the Commissioners choose not to roll back the millage rate to account for any inflationary increase in the value of the tax digest. He reviewed briefly the Board's decision in 2015 to increase the millage rate from 10.44 mills to 12.34 mills. Mr. Couch stated that this year the Board would need to roll back the millage rate from 12.34 mills to 12.286 mills in order to avoid it being deemed a tax increase under the Taxpayer Bill of Rights. Mr. Couch stated in order to meet the on-going challenges for balancing competing and increasing demands for services and to maintain the County's financial position, he is recommending that the current millage rate of 12.34 mills be maintained.

Chairman Nevil called for a motion to open the floor to the public for questions and/or comments regarding the proposed property tax increase. Commissioner Gibson offered a motion to open the floor to the public for questions and/or comments regarding the proposed property tax

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

Chairman Nevil asked for public comments and/or questions from the audience at large. Hearing none, he called for a motion to close the public hearing regarding the proposed property tax increase. Commissioner Mosley offered a motion to close the public hearing. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for changes or modifications to the General Agenda. Mr. Couch requested the General Agenda be modified by adding the following items under New Business: (1) a resolution authorizing reimbursement of original expenditures with proceeds of financing; and (2) a resolution authorizing conveyance of a 0.060-acre right-of-way parcel to the Georgia Department of Transportation. Without further discussion, Commissioner Ethridge offered a motion to approve the General Agenda with the modifications requested by Mr. Couch. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for public comments from the audience at large or in writing. Hearing none, he stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on August 2, 2016; (2) to approve a Special Event Permit submitted by Phyllis Thompson on behalf of the Statesboro-Bulloch Chamber of Commerce for October 22, 2016 (See Exhibit #2016-123); (3) to adopt a resolution authorizing Property Schedule No. 4 to Master Tax-Exempt Lease Purchase Agreement with US Bancorp (See Exhibit #2016-124); and (4) to authorize the County Manager to sign a one year contract for inmate medications to be purchased from Southern Pharmacy(See Exhibit #2016-125).

Without further discussion, 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, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for discussion and/or action to approve a Construction Manager at Risk for the Ag Arena. Chairman Nevil called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated an interview team was comprised for the Ag Arena to evaluate qualifications for a Construction Manager At-Risk. The interview team received eleven RFQ's which was then shortlisted to five firms based on the evaluation criteria set out in the solicited RFQ.

Mr. Couch stated that based on evaluation outcomes, the team is recommending Pope Construction. He stated that Pope's project management plan provides the best opportunity to negotiate the lowest guaranteed maximum price that would likely offset the difference in the CMAR fees. Without further discussion, Commissioner Ethridge offered a motion to approve Pope Construction as the Construction Manager At-Risk for the Agriculture Center (See Exhibit #2016-126). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for discussion and/or action to adopt a resolution authorizing reimbursement of Original Expenditures with proceeds of financing. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated the attached resolution authorizes reimbursement of previous expenditures with the proceeds of the financing of Property Schedule No. 4 to the Master Tax-Exempt Lease Purchase Agreement with U.S. Bancorp. The resolution is necessary to comply with Treasury Regulation 1.150-2 to preserve the tax-exempt status of the financing transaction. Without further discussion, Commissioner Mosley offered a motion to adopt the resolution as presented (See Exhibit #2016-127). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for discussion and/or action to adopt a resolution authorizing conveyance of 0.060-acre right-of-way parcel to the Georgia Department of Transportation. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated the Georgia Department of Transportation needs to acquire a 0.060-acre right-of-way parcel from the County for the Highway 67 widening project. GDOT will pay the County \$11,000 as fair and just compensation for this right-of-way parcel. Without further discussion,

Commissioner Simmons offered a motion to adopt the resolution as presented (See Exhibit #2016-128). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the next item on the agenda was a presentation by Ms. Cindy Steinmann. Ms. Steinmann reviewed some of the implementations that have been put in place to provide for better communication and consistency among various departments concerning capital projects. She stated that she has also implemented monthly meetings held on the third Thursday of each month at 2pm to provide consistent updates and discuss any prevailing issues with various departments. Ms. Steinmann provided a brief overview of current, ongoing and completed capital projects. Commissioner Thompson asked about the process for the ISO rating for the Pulaski Highway Substation. Mr. Couch stated that he will confer with Chief Ivey and Public Safety Director Ted Wynn for more specifics concerning this process.

Chairman Nevil thanked Ms. Steinmann for her presentation and capital project updates. He called for general comments from the commissioners and staff. The Commissioners thanked the staff for their hard work, thanked Ms. Steinmann for her presentation, and thanked both Mr. Scott and Mr. Deal for their continued efforts and the work they do. Mr. Couch also expressed appreciation for both Mr. Scott and Mr. Deal; he also provided a reminder of the Public Hearing scheduled for 6pm today.

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

J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

August 16, 2016
Statesboro, GA

Special Called Meeting

The Board of Commissioners met for a called meeting at 6:00 pm in the Community Room of the North Main Annex. Chairman Nevil called the meeting to order and welcomed staff. He gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Simmons, Commissioner Mosley, and Commissioner Gibson. Commissioner Ethridge, Commissioner Rushing, and Commissioner Thompson were absent. The following staff were present: County Manager Tom Couch, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Tax Appraiser John Scott, Tax Commissioner James Deal, 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 Mosley offered a motion to approve the General Agenda as presented. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Simmons, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil stated the first item of business was a public hearing regarding the proposed property tax increase. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated as required by the Taxpayer Bill of Rights adopted by the General Assembly in 1999, the County is required to hold a public hearing if the Commissioners choose not to roll back the millage rate to account for any inflationary increase in the value of the tax digest. He reviewed briefly the Board's decision in 2015 to increase the millage rate from 10.44 mills to 12.34 mills. Mr. Couch stated that this year the Board would need to roll back the millage rate from 12.34 mills to 12.286 mills in order to avoid it being deemed a tax increase under the Taxpayer Bill of Rights. Mr. Couch stated in order to meet the on-going challenges for balancing competing and increasing demands for services and to maintain the County's financial position, he is recommending that the current millage rate of 12.34 mills be maintained.

Chairman Nevil called for a motion to open the floor to the public for questions and/or comments regarding the proposed property tax increase. Commissioner Simmons offered a motion

to open the floor to the public for questions and/or comments regarding the proposed property tax increase. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Mosley, and Commissioner Simmons all voting in favor of the motion.

Chairman Nevil asked for public comments and/or questions from the audience at large. Hearing none, he called for a motion to close the public hearing regarding the proposed property tax increase. Commissioner Gibson offered a motion to close the public hearing. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, 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 their attendance and thanked Mr. Deal and Mr. Scott for the work they do. Commissioner Simmons stated the Board tries to stay informed so that they can make informed decisions on behalf of the citizens of Bulloch County. Mr. Couch thanked Mr. Deal and Mr. Scott for their efficiency and fairness in determining the needs of the County as well as that of the taxpayers of the County.

Hearing no further comments from the Commissioners or staff, Chairman Nevil asked for a motion to adjourn. Commissioner Mosley offered a motion to adjourn the meeting. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Mosley, and Commissioner Simmons all voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

August 23 2016
Statesboro, GA

Special Called Meeting

The Board of Commissioners met for a called meeting at 8:30 am in the Community Room of the North Main Annex. Chairman Nevil called the meeting to order and welcomed staff. He 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 Gibson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge. Commissioner Simmons was absent. The following staff were present: County Manager Tom Couch, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Tax Commissioner James Deal, Tax Assessor John Scott, Management Analyst Cindy Steinmann, and County Engineer Kirk Tatum

Chairman Nevil asked for changes or modifications of the General Agenda. Mr. Couch asked to modify the General Agenda by adding item #1 under New Business to authorize a resolution to adopt the proposed millage rates for calendar year 2016. Without further discussion, Commissioner Gibson offered a motion to approve the General Agenda with the modifications requested by Mr. Couch. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item of business was a public hearing for the proposed property tax increase. He called for a motion to open the floor to the public for questions and/or comments regarding the proposed property tax increase. Commissioner Mosley offered a motion to open the floor to the public for questions and/or comments regarding the proposed property tax increase. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated as required by the Taxpayer Bill of Rights adopted by the General Assembly in 1999, the County is required to hold a public hearing if the Commissioners choose not to roll back the millage rate to account for any inflationary increase in the value of the tax digest. He reviewed briefly the

Board's decision in 2015 to increase the millage rate from 10.44 mills to 12.34 mills. Mr. Couch stated that this year the Board would need to roll back the millage rate from 12.34 mills to 12.286 mills in order to avoid it being deemed a tax increase under the Taxpayer Bill of Rights. Mr. Couch stated in order to meet the on-going challenges for balancing competing and increasing demands for services and to maintain the County's financial position, he is recommending that the current millage rate of 12.34 mills be maintained.

Chairman Nevil asked for public comments and/or questions from the audience at large. Hearing none, he called for a motion to close the public hearing regarding the proposed property tax increase. Commissioner Ethridge offered a motion to close the public hearing regarding the proposed property tax increase. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for discussion and/or action to authorize a resolution to adopt the proposed millage rates for calendar year 2016. Mr. Akins stated the proposed levies for the calendar year 2016 net millage rates are as follows: (1) Bulloch County Board of Commissioners M&O at 12.34 Mills; (2) Statesboro Special Fire Tax District M&O at 1.80 Mills; (3) Bulloch County Board of Education M&O at 9.804 Mills; (4) Bulloch County Board of Education Bond at 0.450 Mills.

Without further discussion, Commissioner Mosley offered a motion to approve and adopt a resolution setting the millage rates for Bulloch County taxing jurisdictions under the scope of the Board of Commissioners and for the Bulloch County Board of Education (See Exhibit #2016-129). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments from the commissioners and staff. Commissioner Mosley reminded everyone of the Willow Hill Festival scheduled for September 3rd beginning at 9am. . Hearing no further comments from the commissioners or staff, Chairman Nevil asked for a motion to adjourn. Commissioner Mosley offered a motion to adjourn. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, and Commissioner Ethridge 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: 9/6/2016		
Airport	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:
Approve DLS Properties, LLC's Hangar Lease

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
This request is to ask for approval of a one-year Hangar Lease for DLS Properties, LLC. Justin Barnes, Legal Research Marketing, and Dr. Dave Samuels own the company. The Airport Committee recommended that we approve the lease by a vote on 8/18/16.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL KMB		INITIAL		INITIAL		INITIAL <i>Oly</i>		INITIAL <i>Qc</i>		INITIAL <i>[Signature]</i>	
DATE 7/25/16		DATE		DATE		DATE 9.1.16		DATE 9/1/16		DATE 9.1.14	

COMMISSION ACTION AND REFERRAL (Box 9)		
APPROVED	<input type="checkbox"/>	DATE TO BE RETURNED TO AGENDA
DENIED	<input type="checkbox"/>	
DEFERRED	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	
		NOTES

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2016 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and DLS PROPERTIES, LLC; JUSTIN BARNES, individually; and DR. DAVE SAMUELS, individually (hereinafter collectively referred to as "Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor hereby leases to Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, Hangar # 3 at the Statesboro-Bulloch County Airport (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessee agrees to rent Hangar # 3 in an "as is" condition.

2. LEASE TERM

The initial term of this lease shall be for a period of four (4) months, commencing on September 1, 2016 and ending on December 31, 2016. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party thirty (30) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties.

3. RENTAL

Lessee shall pay to Lessor rental of Two Hundred and Seventy-five and No/100 Dollars (\$275.00) per month until the septic system for Hangar #3 is installed and operable; thereafter, the rental shall increase to Three Hundred and Seventy-five and No/100 Dollars (\$375.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessee may be granted a Ten (10) day grace period to make said monthly rental payments. Lessee will be assessed a late fee of fifteen (15) percent of the monthly rental for exceeding the ten (10) day grace period.

3.1 Fuel Purchases: Lessee agrees to provide Lessor with a credit card to be kept on file. Lessor will run this card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account.

4. SUBORDINATION

This lease is subordinate to Statesboro/Bulloch County's federal and state obligations and all Lessees must comply with current and future federal grant assurances and conditions of state aid. If there is a conflict between the terms of this lease and any federal grant assurances, the grant assurances will take precedence and govern. This lease is also subordinate to all local ordinances and codes.

5. UTILITIES

5.1 Lessee shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessee shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessee desires to install equipment that will require additional or upgraded utility services, Lessee shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessee's expense in accordance with plans and specifications approved in writing by Lessor.

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

6.1 Lessee shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee and shall be removable at any time prior to the expiration of the initial lease term, or any extensions or renewals thereof.

6.3 Any improvements placed on or attached to the Leased Property by Lessee which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon termination of this lease.

7. MAINTENANCE AND REPAIRS

7.1 Lessee has a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property, whereas Lessor assumes all other responsibilities.

7.2 Lessee shall maintain the area around the exterior of the building in a clean condition and shall not use this exterior area for the storage of any materials or equipment, including but not necessarily limited to old vehicles, machine parts, or tools.

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. Upon termination of this lease, Lessor shall inspect the Leased Property

to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessee shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

(a) Lessee's failure to perform any of its obligations under this lease;

(b) To the extent attributable to Lessee's negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessee's failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessee, Lessee shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

(b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority,

or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this lease, the term "Lessor" includes the Lessor and its employees, agents, shareholders, administrators, and board members. Upon written notice and request from Lessor, the Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee at common law, in equity, or under any other provisions of this lease.

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

11.2 Lessee shall maintain comprehensive general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

11.3 Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

12. LIMITED PURPOSE

Lessee shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

13. ASSIGNMENT AND SUBLETTING

Lessee may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessee of its liability to Lessor for all obligations under this lease.

14. RIGHTS CUMULATIVE

All rights, powers, and privileges conferred upon the parties by this lease shall be cumulative but not restrictive to those given by law.

15. CONSTRUCTION OF THIS AGREEMENT

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessee:

DLS Properties, LLC; Justin Barnes; and Dr. Dave Samuels
27 S. Main Street
Statesboro, Georgia 30458

For the Lessor:

Bulloch County Board of Commissioners
Attn: County Manager
P.O. Box 347
Statesboro, Georgia 30459

Note: For purposes of sending notice to Lessees, a single notice addressed to all Lessees and sent to the above address shall be deemed sufficient notice to all Lessees.

17. QUIET ENJOYMENT

Lessor hereby covenants to permit Lessee quiet enjoyment of the Leased Property during the term of this lease, and any renewals or extensions thereof, so long as Lessee shall fulfill its obligations under this lease.

18. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

19. TIME OF THE ESSENCE

In all instances where Lessee is required by the terms and provisions of this lease to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

20. JOINT AND SEVERAL LIABILITY

The Lessees shall be jointly and severally liable for all their obligations under this lease.

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

LESSOR:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

LESSEE:

DLS PROPERTIES, LLC

By: _____

Attest: _____

JUSTIN BARNES

By: _____
Justin Barnes

DR. DAVE SAMUELS

By: _____
Dr. Dave Samuels

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

DEPARTMENT MAKING REQUEST:		MEETING DATE: September 6, 2016		
Buildings & Facilities		RESOLUTION ATTACHED?	YES	
			NO	X

REQUESTED MOTION OR ITEM TITLE:

Motion to approve a professional services agreement with Lyon & Associates to design specifications for the Courthouse Roof repair due to hail damage.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Lyon & Associates designed a 4 phase repair plan to the Courthouse Roof. During the first phase of repair, hail damage was discovered. The County will be awarded insurance reimbursement to repair the roof caused by hail damage. As such, Lyon & Associates will complete new specifications for those repairs.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES	✓	YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL	CS	INITIAL	OB	INITIAL	JM	INITIAL	✓
DATE		DATE		DATE	8.22.16	DATE	9.1.16	DATE	9/1/16	DATE	9.1.16

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

Lyon & Associates

Roofing and Waterproofing Consultants

August 16, 2016

Mr. Bob Hook
Public Facilities
17315 Hwy 301 North
Statesboro, GA 30458

RE: Bulloch County Courthouse Roofs (Low slope and asphalt shingles)

Dear Mr. Hook:

Thank you for the opportunity to provide this proposal for consulting services. The Bulloch County Roof Replacement project has an estimated total cost of \$300,000 +/- 15%.

List of services included in this proposal:

- All site visits and field evaluation necessary to collect the data needed for specification and drawing preparation
- All research required for assessing which materials are most suitable for use on this project. Roof System.
- Specification and drawing preparation
- Distribution of project documents
- Prequalification and selection of contractors
- Conducting the pre-bid meeting
- Preparation and distribution of addendums
- All phone calls and correspondence related to this project
- Assistance in evaluating bids
- Performance of value engineering, if necessary
- Conducting the pre-construction meeting
- Minimum of one site inspection per 5 working days, additional visits as needed at no additional charge (includes all travel related expenses)
- Distribution of field reports after each visit, reports to include details about project related issues, resolution of issues, project progress, and photos
- All phone calls and correspondence related to this project
- Documentation of change order requests
- Documentation and approval of progress payment requests (with final approval by Bulloch County Board of Commissioners)
- Warranty administration
- Digital Closeout Documents

Proposed Fee: Twenty-eight-thousand five hundred dollars (\$28,500). Please note that that this fee includes all travel related expenses.

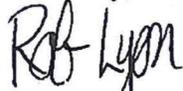
P.O. Box 722
White Rock, SC 29177
O: 803-386-0301
F: 866-521-6257
lyonandassociates.net

Fifty percent of the fee is assigned to preconstruction services. Fifty percent is assigned to contract administration, construction management and quality assurance. Billings will be proportionate to progress.

Lyon & Associates carries workers' compensation, general liability, and professional liability insurance.

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

Sincerely,

A handwritten signature in black ink that reads "Rob Lyon". The signature is written in a cursive style with a large, stylized "R" and "L".

Rob Lyon
Registered Roof Consultant

P.O. Box 722
White Rock, SC 29177
O: 803-386-0301
F: 866-521-6257
lyonandassociates.net

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**PROFESSIONAL SERVICES AGREEMENT FOR:
(NAME OF SERVICES)**

This Agreement is entered into this 24th day of August, 2016 by and between Bulloch County, a political subdivision of the State of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners, (hereinafter “the COUNTY”), and Lyon & Associates, (hereinafter “the CONSULTANT”).

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

1. Engagement: The COUNTY, acting pursuant to its vested authority, does hereby hire the CONSULTANT to perform, and the CONSULTANT agrees to perform, professional services as set forth in the proposal attached hereto and incorporated herein as a part of this Agreement.
2. Items to be Furnished by the COUNTY: Assist the CONSULTANT by providing at his disposal all studies, reports, sketches, maps and other documents in possession of or accessible to the COUNTY required to ensure successful project completion.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice to proceed by the COUNTY to the CONSULTANT. CONSULTANT shall perform all services and provide all work product required pursuant to this Agreement within one-hundred eighty (180) calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the COUNTY.
4. Payment. The CONSULTANT shall be paid by the COUNTY for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by CONSULTANT shall be made as provided in the proposal attached hereto, provided that the total amount of payment to CONSULTANT shall not exceed \$28,500 (hereinafter the “CONTRACT PRICE”) without express written modification of this Agreement signed by the COUNTY.
 - b. The CONSULTANT may submit vouchers to the COUNTY once per month during the progress of the work for partial payment for project completed to date, up to 95% of the CONTRACT PRICE.

The COUNTY will check such vouchers, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- c. Final payment of any balance due the CONSULTANT of the CONTRACT PRICE earned will be made promptly upon its ascertainment and verification by the COUNTY after the completion of the work under this Agreement and its acceptance by the COUNTY.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Agreement shall be the property of the COUNTY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors.
6. Indemnification. CONSULTANT shall indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, liabilities, suits, proceedings, costs and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or in any way arising out of the performance of this Agreement.
7. Independent Contractor. The CONSULTANT and the COUNTY agree that the CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.
8. Covenant Against Contingent Fees. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or

secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the CONTRACT PRICE or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. Discrimination Prohibited. The CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
10. Assignment. The CONSULTANT shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY.
11. Non-Waiver. The failure of the COUNTY to require performance by the CONSULTANT of any term or condition of this Agreement shall not be construed or held to be a waiver of such term or condition. The COUNTY'S waiver of any term or condition of this Agreement shall not be construed or held to be a waiver of any other term or condition of this Agreement.
12. Termination. The COUNTY or CONSULTANT may terminate this Agreement by giving thirty (30) days' written notice to the other party. The COUNTY shall pay in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any other consultant thereafter retained by the COUNTY in making available information developed as the result of work previously performed by the CONSULTANT.
13. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

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

Bulloch County Board of Commissioners
c/o County Manager
115 North Main Street
P.O. Box 347
Statesboro, GA 30458
(912) 764-6245 Phone
(912) 764-8634 Fax

Notices to CONSULTANT shall be sent to the following address:

Rob Lyon
P.O. Box 722
White Rock, SC 29177
(803) 386-0301 Phone
(866) 521-6257 Fax

14. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
15. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are hereby nullified and superseded by this Agreement, and neither party shall have any further rights or obligations under such superseded agreements.
16. Amendment or Modification. This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall be deemed null and void.
17. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, officers, agents or employees are legally entitled.

18. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals, this 24th day of August, 2016.

BULLOCH COUNTY

(CONSULTANT)

By: _____
Thomas M. Couch, County Manager

By: 

Robert E. Lyon / Owner
Printed Name and Title

Attest: _____
Olympia F. Gaines, Clerk

Attest: 

Therisa Lyon / Office Manager
Printed Name and Title

Attachments: Scope of Services (Lyon & Associates Proposal: "Bulloch County Courthouse Roofs (Low slope and asphalt shingles)" dated August 16, 2016)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Bulloch County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

327882

Federal Work Authorization User Identification Number

5/17/2010

Date of Authorization

Lyon and Associates, LLC

Name of Contractor

Bulloch County Courthouse Roof Replacement

Name of Project

Bulloch County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August, 24, 2016 in Columbia (city), SC (state).

Robert E. Lyon

Signature of Authorized Officer or Agent

Robert E. Lyon / Owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 24 DAY OF August, 2016.

Emilie Norris

NOTARY PUBLIC

My Commission Expires:

2-18-2020



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

DEPARTMENT MAKING REQUEST (Box 1) Environmental/Solid Waste	MEETING DATE September 6, 2016		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE (Box
 Approve bid for ten 30 yard roll off containers. Request that the bid submitted by Lewis Steel Manufacturing co. be accepted as the lowest bid price of \$41,950.00.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
 The following bids were also summitted, BWE \$49,202.00, Cherokee Truck Equipment \$59,550.00, Waste Equip \$43,250.00

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (
CONSENT (6c)	X	Funds from the 2017 SPLOST					
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	X	YES		YES		YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL	<i>YWS</i>	INITIAL		INITIAL		INITIAL	<i>OB</i>	INITIAL	<i>Qpa</i>	INITIAL	<i>cl</i>
DATE	8-31-16	DATE		DATE		DATE	9.1.16	DATE	9/1/16	DATE	9.1.16

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

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

BID FORM

RECTANGULAR ROLL-OFF CONTAINERS

1. State make and model (if applicable) of containers being bid:

30 yard heavy duty roll off

Bid Price for each container: \$ 4195 X 10 = \$ 41,950

Shipping Cost (if any): \$ —

Total Cost for ten (10) containers and shipping: \$ 41,950

2. Will the containers be delivered within 21 calendar days after receiving the order from Bulloch County? Yes No

Note: If your answer is no, state delivery date: Current lead time is 6 weeks

3. Does your bid comply with our specifications for containers being bid?
(If answer is no, use exceptions to specifications form.)

Yes No

Company Name: Lewis Steel Works Inc

Company Address: 613. South Main St.

Company Representative: Ben Lewis

Title: Sales Manager

Signature of Representative: [Signature]

Telephone Number: 706 547 6561

Fax Number: 706 547 3020

E-mail Address: ben@lewissteelworks.com

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

BID FORM

RECTANGULAR ROLL-OFF CONTAINERS

1. State make and model (if applicable) of containers being bid:

Wastequip HD Rect. Open Top

Bid Price for each container: \$ 4,325.00 X 10 = \$ 43,250.00

Shipping Cost (if any): \$ Included in unit pricing

Total Cost for ten (10) containers and shipping: \$ 43,250.00

2. Will the containers be delivered within 21 calendar days after receiving the order from Bulloch County? Yes No

Note: If your answer is no, state delivery date: 45 business days ARO

3. Does your bid comply with our specifications for containers being bid?
(If answer is no, use exceptions to specifications form.)

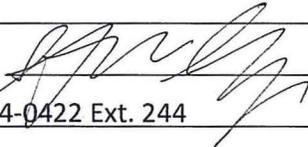
Yes No

Company Name: Wastequip Mfg. Co. LLC

Company Address: (Bid Location) 841 Meacham Road, Statesville, NC 28677

Company Representative: Stephen Svetik

Title: CFO

Signature of Representative: 

Telephone Number: 800-424-0422 Ext. 244

Fax Number: 704-878-0734

E-mail Address: mjenkins@wastequip.com

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

BID FORM

RECTANGULAR ROLL-OFF CONTAINERS

1. State make and model (if applicable) of containers being bid:

BWE ROR-30-22 HD

Bid Price for each container: \$ 4,785 X 10 = \$ 47,850

Shipping Cost (if any): (2 truckloads @ \$676) \$ 1,352

Total Cost for ten (10) containers and shipping: \$ 49,202

2. Will the containers be delivered within 21 calendar days after receiving the order from Bulloch County? Yes No

Note: If your answer is no, state delivery date: 30-45 Days

3. Does your bid comply with our specifications for containers being bid?
(If answer is no, use exceptions to specifications form.)

Yes No

Company Name: Bakers Waste Equipment Inc.

Company Address: 1808 Norwood St. SW

Company Representative: Missi Templeton

Title: South Region Sales Manager

Signature of Representative: Melissa X Templeton

Telephone Number: C: 828-448-8371 O: 828-726-3001

Fax Number: 828-726-3010

E-mail Address: mtempleton@bwe-nc.com

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

BID FORM

RECTANGULAR ROLL-OFF CONTAINERS

1. State make and model (if applicable) of containers being bid:

RUDCO Rolloff Containers A-4254

Bid Price for each container: \$ 5,815.00 X 10 = \$ 58,150.00

Shipping Cost (if any): \$ 1,400.00

Total Cost for ten (10) containers and shipping: \$ 59,550.00

2. Will the containers be delivered within 21 calendar days after receiving the order from Bulloch County? Yes No

Note: If your answer is no, state delivery date: 6 to 7 week upon release of P.O.

3. Does your bid comply with our specifications for containers being bid?
(If answer is no, use exceptions to specifications form.)

Yes No

Company Name: Cherokee Truck Equipment L.L.C

Company Address: 550 Discovery Place Mableton G.A. 30126

Company Representative: Chris Matuszyk

Title: Sale Representative

Signature of Representative: [Signature]

Telephone Number: 404-710-0344

Fax Number: 770-819-9184

E-mail Address: Chris.Matuszyk@CherokeeTruck.com



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST: County Manager	MEETING DATE: 09.06.2016 RESOLUTION ATTACHED? <table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"></td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table>	YES		NO	X
YES					
NO	X				

REQUESTED MOTION OR ITEM TITLE:

Rejection of bids.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
Due to technical errors in that occurred during the bidding process for two roundabout intersections (Pretoria-Rushing-Burkhalter and Burkhalter-Langston Chapel Roads), the County Manager is requesting that the BOC reject all bids and authorize a re-solicitation.

The County Manager has consulted with the three bidders (Ellis Wood Contracting, Skies Brothers, Mill Creek Construction) who agree with and consent to the action. Approval is recommended.

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

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	OB	INITIAL	Spa	INITIAL	
DATE		DATE		DATE		DATE	9.1.16	DATE	9/1/16	DATE	

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



1211 Merchant Way
Suite 201
Statesboro, GA 30458
Phone: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com



August 19, 2016
Thomas Couch, County Manager
Bulloch County
115 North Main Street
Statesboro, GA 30458

**RE: EMC PROJECT NO. 15-2037 & 15-2038
BULLOCH COUNTY ROUNDABOUTS**

Dear Mr. Couch,

Proposals for Pretoria Rushing Road & Burkhalter Road Intersection Improvements & Langston Chapel Road & Burkhalter Road Intersection Improvements were opened August 17, 2016 3:00PM in the Bulloch County North Main Annex (115 North Main Street).

Those in attendance at the Bid Opening included:

Name	Company	Phone	Email
Matthew Woodrum	Mill Creek Construction, Inc.	(912) 682-0975	matthew@mcconstruction.co
Ryan Hooker	Ellis Wood Contracting, Inc.	(912) 681-6730	rhooker@elliswoodcontracting.com
Matt Wood	Ellis Wood Contracting, Inc.	(912) 681-6730	
John Wickstrom	Sikes Brothers, Inc.	(912) 685-6328	johnw@sikesbrothers.com
Kirk Tatum	Bulloch County	(912) 764-0127	ktatum@bullochcounty.net
Cindy Steinmann	Bulloch County	(912) 764-0179	csteinmann@bullochcounty.net
Faye Bragg	Bulloch County	(912) 764-6245	fmbragg@bulloch.net
Jeremy Hart	EMC Engineering Services, Inc.	(912) 225-4643	Jeremy_hart@emc-eng.com

Bids were received by Ellis Wood Contracting, Inc. (Statesboro GA), Mill Creek Construction, Inc. (Statesboro GA), and Sikes Brothers, Inc. (Statesboro GA).

Mill Creek Construction, Inc. was the only bid-submitting contractor who did not attend the optional Pre-Bid Meeting, which was held on August 10. Mill Creek failed to obtain Addendum 01, which was issued after the Pre-Bid Meeting. Since Mill Creek did not accept/acknowledge/include Addendum 01 with their submittal package, EMC Engineering Services, Inc. recommends Mill Creek to be disqualified.

The results from the remaining bids are as follows:

	Ellis Wood Contracting	Sikes Brothers
Pretoria Rushing & Burkhalter Base	\$663,447.25	\$666,183.64
Pretoria Rushing & Burkhalter Add Alternate	\$59,150.00	\$61,058.25
Langston Chapel & Burkhalter Base	\$560,936.50	\$555,790.80
Total Roundabouts Base	\$1,224,383.75	\$1,221,974.45
Total Roundabouts with Bid Alternate	\$1,283,527.75	\$1,283,032.69

*Note: Above prices are as they appear on the submitted bid schedules.

Full bid tabulations are attached to this letter. There were several errors found upon analyzing the bid tabulations. Calculation errors were found on both Ellis Wood and Sikes Brothers bid schedules. These errors were minor and affect the lump sum totals by less than \$7.00. The apparent low bidder was Sikes Brothers, Inc.

Based on the bid outcome and previous working history with the contractor; EMC Engineering Services recommends Sikes Brothers, Inc. as the contractor to perform this work.

Please let us know if you have any questions or need anything else at this time. Thank you,

Jeremy Robert Hart, PE



Design Engineer



Civil
Marine
Environmental
EMC Engineering Services, Inc.
1211 Merchant Way, Suite 201
Statesboro, GA 30458

BID TABULATIONS
FIVE POINTS INTERSECTION IMPROVEMENTS
PRETORIA RUSHING ROAD & BURKHALTER ROAD
EMC PROJECT NO.: 15-2037
BULLOCH COUNTY, GEORGIA
prepared for:
BULLOCH COUNTY BOARD OF COMMISSIONERS

8/19/2016

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Ellis Wood Contracting, Inc.		Sikes Brothers, Inc.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 52,500.00	\$ 52,500.00	\$ 68,813.11	\$ 68,813.11
2	163-0529	TEMPORARY GRASSING	1.50	AC	\$ 2,500.00	\$ 3,750.00	\$ 1,750.00	\$ 2,625.00
3	163-0529	CONSTRUCT AND REMOVE BALED STRAW CHECK DAM	234	LF	\$ 10.00	\$ 2,340.00	\$ 10.00	\$ 2,340.00
4	171-0010	TEMPORARY SILT FENCE, TYPE A	3,650	LF	\$ 2.00	\$ 7,300.00	\$ 3.50	\$ 12,775.00
5	210-0100	GRADING COMPLETE	1	LS	\$ 120,750.00	\$ 120,750.00	\$ 109,512.50	\$ 109,512.50
6	201-1500	CLEARING & GRUBBING	0.19	AC	\$ 50,000.00	\$ 9,500.00	\$ 35,855.00	\$ 6,812.45
7	310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL & PRIME	1,802	TN	\$ 47.00	\$ 84,694.00	\$ 50.76	\$ 91,473.89
8	402-3910	1.5-IN RECYCLED ASPH CONC 12.5 MM SUPERPAVE, INCL BITUM	752	TN	\$ 128.15	\$ 96,368.80	\$ 100.00	\$ 75,200.00
9	402-3910	2-IN RECYCLED ASPH CONC 12.5 MM SUPERPAVE, INCL BITUM	193	TN	\$ 128.15	\$ 24,732.95	\$ 100.00	\$ 19,300.00
10	432-0205	MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	2,935	SY	\$ 9.10	\$ 26,708.50	\$ 4.00	\$ 11,740.00
11	439-0022	PLAIN PC CONC PVMT, CL 3 CONC, 10 IN THICK, STAMPED	596	SY	\$ 155.25	\$ 92,529.00	\$ 137.50	\$ 81,950.00
12	441-0050	CONC SLOPE DRAIN	10	SY	\$ 56.00	\$ 560.00	\$ 134.20	\$ 1,342.00
13	441-0104	CONCRETE SIDEWALK, 4 IN	549	SY	\$ 42.00	\$ 23,058.00	\$ 60.50	\$ 33,214.50
14	441-0748	CONCRETE MEDIAN, 6 IN	368	SY	\$ 56.00	\$ 20,608.00	\$ 97.90	\$ 36,027.20
15	441-5001	CONCRETE HEADER CURB, 4 IN, TYPE 9	273	LF	\$ 14.00	\$ 3,822.00	\$ 31.00	\$ 8,463.00
16	441-5008	CONCRETE HEADER CURB, 6 IN, TYPE 7	151	LF	\$ 15.00	\$ 2,265.00	\$ 31.00	\$ 4,681.00
17	441-6002	CONCRETE CURB & GUTTER, 6 IN X 18 IN, ROLL OVER	880	LF	\$ 15.00	\$ 13,200.00	\$ 25.00	\$ 22,000.00
18	603-2180	STD DUMPED RIP RAP, TP 3, 12 IN	10	CY	\$ 330.00	\$ 3,300.00	\$ 118.00	\$ 1,180.00
19	603-7000	PLASTIC FILTER FABRIC	60	SY	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00
20	609-1000	REMOVE ROADWAY SLAB	1,938	SY	\$ 9.00	\$ 17,442.00	\$ 15.00	\$ 29,070.00
21	610-6515	REMOVE HIGHWAY SIGN, STD	6	EA	\$ 250.00	\$ 1,500.00	\$ 150.00	\$ 900.00
22	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	151	SF	\$ 45.00	\$ 6,795.00	\$ 27.00	\$ 4,077.00
23	636-2070	GALV STEEL POSTS, TP 7	29	LF	\$ 60.00	\$ 1,740.00	\$ 15.00	\$ 435.00
24	653-0330	THERMOPLASTIC PAVEMENT MARKING, SYMBOL, WHITE, YIELD	4	EA	\$ 865.00	\$ 3,460.00	\$ 950.00	\$ 3,800.00
25	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	4,552	LF	\$ 4.00	\$ 18,208.00	\$ 3.50	\$ 15,932.00
26	653-1805	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, YELLOW	4,357	LF	\$ 4.00	\$ 17,428.00	\$ 3.50	\$ 15,249.50
27	653-3810	THERMOPLASTIC SKIP TRAF STRIPE, 12 IN, WHITE	217	LF	\$ 14.00	\$ 3,038.00	\$ 10.00	\$ 2,170.00
28	700-6910	PERMANENT GRASSING	1.50	AC	\$ 3,500.00	\$ 5,250.00	\$ 3,000.00	\$ 4,500.00
BASE CONSTRUCTION TOTAL:						\$ 663,447.25		\$ 666,183.64
BID ALTERNATE								
NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	210-0100	GRADING COMPLETE	1	LS	\$ 25,000.00	\$ 25,000.00		
2	550-1180	STORM DRAIN PIPE, 18 IN, RCP	221	LF	\$ 75.00	\$ 16,575.00	\$ 52.00	\$ 11,492.00
3	550-4218	FLARED END SECTION, 18 IN, STORM DRAIN, RCP	6	EA	\$ 1,050.00	\$ 6,300.00	\$ 1,350.00	\$ 8,100.00
4	609-1000	REMOVE ROADWAY SLAB	110	SY	\$ 50.00	\$ 5,500.00	\$ 65.00	\$ 7,150.00
5	611-5010	CHAINLINK FENCE REMOVE & REPLACE	165	LF	\$ 35.00	\$ 5,775.00	\$ 55.00	\$ 9,075.00
BID ALTERNATE CONSTRUCTION TOTAL:						\$ 59,150.00		\$ 61,058.25
PRETORIA RUSHING & BURKHALTER BASE AND BID ALTERNATE CONSTRUCTION TOTAL:						\$ 722,597.25		\$ 727,241.89



EMC Engineering Services, Inc.
 1211 Merchant Way, Suite 201
 Statesboro, GA 30458
 (912) 764-7022

BID TABULATIONS
LANGSTON CHAPEL ROAD & BURKHALTER ROAD INTERSECTION IMPROVEMENTS
EMC PROJECT NO.: 13-2207
BULLOCH COUNTY, GEORGIA
 prepared for:
BULLOCH COUNTY BOARD OF COMMISSIONERS

8/19/2016

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Ellis Wood Contracting, Inc.		Sikes Brothers, Inc.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 43,750.00	\$ 43,750.00	\$ 67,021.69	\$ 67,021.69
2	163-0232	TEMPORARY GRASSING	1.54	AC	\$ 2,500.00	\$ 3,850.00	\$ 1,750.00	\$ 2,695.00
3	163-0529	CONSTRUCT AND REMOVE BALED STRAW CHECK DAM	396	LF	\$ 10.00	\$ 3,960.00	\$ 10.00	\$ 3,960.00
4	171-0010	TEMPORARY SILT FENCE, TYPE A	2032	LF	\$ 2.00	\$ 4,064.00	\$ 3.50	\$ 7,112.00
5	201-1500	CLEARING & GRUBBING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 18,270.00	\$ 18,270.00
6	210-0100	GRADING COMPLETE	1	LS	\$ 150,025.00	\$ 150,025.00	\$ 117,032.50	\$ 117,032.50
7	310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL & PRIME	854	TN	\$ 49.00	\$ 41,846.00	\$ 50.76	\$ 43,351.11
8	402-3910	1.5-IN RECYCLED ASPH CONC 12.5 MM SUPERPAVE, INCL BITUM	460	TN	\$ 129.75	\$ 59,685.00	\$ 100.00	\$ 46,000.00
9	432-0205	MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	2371	SY	\$ 7.50	\$ 17,782.50	\$ 4.00	\$ 9,484.00
10	439-0022	PLAIN PC CONC PVMT, CL 3 CONC, 10 IN THICK, STAMPED	960	SY	\$ 155.25	\$ 149,040.00	\$ 137.50	\$ 132,000.00
11	441-0050	CONC SLOPE DRAIN	18	SY	\$ 56.00	\$ 1,008.00	\$ 134.20	\$ 2,415.60
12	441-0748	CONCRETE MEDIAN, 6 IN	236	SY	\$ 56.00	\$ 13,216.00	\$ 82.50	\$ 19,470.00
13	441-5001	CONCRETE HEADER CURB, 4 IN, TYPE 9	283	LF	\$ 14.00	\$ 3,962.00	\$ 30.80	\$ 8,716.40
14	441-5008	CONCRETE HEADER CURB, 6 IN, TYPE 7	135	LF	\$ 15.00	\$ 2,025.00	\$ 30.80	\$ 4,158.00
15	441-6002	CONCRETE CURB & GUTTER, 6 IN X 18 IN, ROLL OVER	840	LF	\$ 15.00	\$ 12,600.00	\$ 30.00	\$ 25,200.00
16	550-1180	STORM DRAIN PIPE, 18 IN, RCP	24	LF	\$ 125.00	\$ 3,000.00	\$ 52.00	\$ 1,248.00
17	550-4218	FLARED END SECTION, 18 IN, STORM DRAIN, RCP	2	EA	\$ 1,015.00	\$ 2,030.00	\$ 1,350.00	\$ 2,700.00
18	603-2180	STN DUMPED RIP RAP, TP 3, 12 IN	53	SY	\$ 55.00	\$ 2,915.00	\$ 65.00	\$ 3,445.00
19	603-7000	PLASTIC FILTER FABRIC	45	SY	\$ 10.00	\$ 450.00	\$ 15.00	\$ 675.00
20	609-1000	REMOVE ROADWAY SLAB	625	SY	\$ 8.00	\$ 5,000.00	\$ 15.00	\$ 9,375.00
21	610-6515	REMOVE HIGHWAY SIGN, STD	2	EA	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00
22	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	107	SF	\$ 11.00	\$ 1,177.00	\$ 27.00	\$ 2,889.00
23	636-2070	GALV STEEL POSTS, TP 7	294	LF	\$ 9.00	\$ 2,646.00	\$ 15.00	\$ 4,410.00
24	653-0330	THERMOPLASTIC PAVEMENT MARKING, SYMBOL, WHITE, YIELD	3	EA	\$ 865.00	\$ 2,595.00	\$ 950.00	\$ 2,850.00
25	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	2040	LF	\$ 4.00	\$ 8,160.00	\$ 3.50	\$ 7,140.00
26	653-1805	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, YELLOW	2215	LF	\$ 4.00	\$ 8,860.00	\$ 3.50	\$ 7,752.50
27	653-3810	THERMOPLASTIC SKIP TRAF STRIPE, 12 IN, WHITE	100	LF	\$ 14.00	\$ 1,400.00	\$ 15.00	\$ 1,500.00
28	700-6910	PERMANENT GRASSING	1.54	AC	\$ 3,500.00	\$ 5,390.00	\$ 3,000.00	\$ 4,620.00
LANGSTON CHAPEL & BURKHALTER BASE COSNTRUCTION TOTAL:						\$ 560,936.50		\$ 555,790.80

GRAND TOTALS	Ellis Wood Contracting, Inc.	Sikes Brothers, Inc.
PRETORIA RUSHING ROAD & BURKHALTER ROAD BASE, AND LANGSTON CHAPEL ROAD & BURKHALTER ROAD BASE CONSTRUCTION GRAND TOTAL:	\$ 1,224,383.75	\$ 1,221,974.45
PRETORIA RUSHING ROAD & BURKHALTER ROAD BASE AND BID ALTERNATE AND LANGSTON CHAPEL ROAD & BURKHALTER ROAD BASE CONSTRUCTION GRAND TOTAL:	\$ 1,283,527.75	\$ 1,283,032.69

I CERTIFY THIS IS A TRUE AND ACCURATE ABSTRACT OF BIDS RECEIVED


 Jeremy Robert Hart

Georgia Registration No. PE41053

8/19/2016

Date

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

DEPARTMENT MAKING REQUEST:	MEETING DATE: September 6, 2016		
Transportation/Engineering	RESOLUTION ATTACHED?		YES
			NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

Motion to approve a change order in the amount of \$123,967.35 to add 1.04 miles of Pulaski Road to the existing resurfacing contract with R.B. Baker Construction to insure at least a 30% County match for the 2016 GDOT LMIG Funds.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

2016 LMIG has granted Bulloch County \$1,057,501.08 for resurfacing projects. The County must match the funds by 30% making this addition necessary. The Bulloch County Purchasing Policy states that the Board of Commissioners must approve any change order over 5% of the original contract price. This change order is approximately 11% over the original contract price of \$1,177,400. The final contract price after the change order will be \$1,301,367.35.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES	✓	YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL	CS	INITIAL	CS	INITIAL		INITIAL	gpc
DATE		DATE		DATE	8.29.16	DATE	9.1.16	DATE		DATE	9.1.16

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

**CAPITAL PROJECTS CHANGE ORDER AUTHORIZATION: FORM C-3, PAGE 1
BULLOCH COUNTY, GEORGIA BOARD OF COMMISSIONERS**

DATE	08/26/2016	PROJECT ID #		CHANGE ORDER #	01
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GENERAL PROJECT INFORMATION

Contract or Project Name	Resurfacing Isaac Akins Rd, Old Leefield Rd, Deloach Church Rd etal				
Contractor Name	R. B. Baker Construction Co.				
	<i>Name</i>		<i>Department</i>		
Change Requested By	Kirk Tatum		Engineering		

(Fill In appropriate boxes) CHANGE(S) REQUESTED

	Price (\$)	Calendar Days
Total Original Contract Price and/or Date of Completion:	1,177,400.00	60
Sum of Proposed Change Order Revision: Net Increase or (Decrease):	123,967.35	20
Sum of Previous Change Orders: Net Increase or (Decrease):	0	0
Revised Total Contract Price and/or Date of Completion:	1,301,367.35	80

Explanation for Change (attach supplemental information, if necessary):

This change order is to add an additional road, 1.04 miles of Pulaski Rd from the bypass to the Statesboro city limits, to the existing contract with R.B. Baker Construction. This change is necessary to insure at least a 30% match with the \$1,067,501.08 received in 2016 GDOT LMIG funds.

The companion project in the 2016 LMIG program is resurfacing various subdivision roads under contract with East Coast Asphalt in the amount of \$159,483.00

COUNTY ROUTING APPROVAL

ARCHITECT-ENGINEER	DEPARTMENT DIRECTOR	PURCHASING OFFICER	CAPITAL PROJECTS	COUNTY MANAGER	CHAIR OF THE BOARD
YES	YES X	YES	YES	YES ✓	YES N/A
NO	NO	NO	NO	NO	NO
INITIAL	INITIAL <i>KT</i>	INITIAL	INITIAL	INITIAL <i>Op</i>	INITIAL
DATE	DATE 08/26/16	DATE	DATE	DATE <i>9/1/16</i>	DATE

COMMISSION ACTION AND REFERRAL

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	NOTES:
DEFERRED	



**R.B BAKER
Construction**

100 Morgan Industrial Blvd
Garden City, Georgia 31408
912-964-6513 | 912-964-6531 (fax)

To: Kirk Tatum, P.E. Bulloch County Engineer	Contact: Kirk Tatum E-mail: ktatum@bullochcounty.net
Address: P.O. Box 347 Statesboro, GA. 30459	Phone: 912-764-6245 Fax: 912-764-8634

Job Name: Issac Akins & others	Quote No.: CO#1 Approximatley 1.0 miles of 50# SY Leveling & 165# SY 12.5mm surface
Job Location: Bulloch County, GA	Quote Date: 7/28/2016

Line No.	Description	Quantity	UM	Unit Price	Total Price
NA	Mobilization, Traffic Control & Temp Pavement Markings	1.00	LS	\$ 5,250.00	\$ 5,250.00
Total					\$ 5,250.00

SCOPE OF WORK:

At the County's request, this Change Order consist of leveling with 50# SY, resurface with 165# SY and apply traffic markings on Pulaski Rd from Vetrans Parkway to Statesboro City Limits.
The unit prices for leveling, 12.5mm surface mix and traffic markings in the original contract will be extended for this work. This change order is to cover cost of mobilization, traffic control and temporary pavement markings.

Acceptance *Kirk Tatum*

Memorandum

To: Cindy Steinmann

From: Kirk Tatum 

Subject: 2016 LMIG Resurfacing Projects

Date: August 19, 2016

I wanted to provide you with some options to address our 30% LMIG matching overrun. As you and I have discussed, the county's LMIG match should be \$320,250.32. When we opened bids it was determined that our match was going to be \$269,381.92. So we needed to add approximately \$50,868.40.

I proposed that we add Pulaski Road between the Statesboro city limits and the bypass via a change order to increase our financial participation in the contract. I got R. B. Baker to send me a change order to do the work and their total was \$113,060.00. At this point now we are over our 30% match by \$62,191.60.

I would offer the following proposals to help reduce this overage as follows:

- Resurface Pulaski Rd from the city limits to half way to the bypass. Net change order cost would be \$56,530 which would reduce our overage to \$5661.60.
- The patching to be done on Old River Rd and at various places at the Rec Dept. totals \$96,600 of the contract. Of this amount, I would expect that the Rec Dept. would have to repay the Roads SPLOST their share of the costs. Their share of the patching will be approximately \$21,318.00. We can recoup our \$5661.60 (see above) from this money plus an additional \$15,656.40. The GDOT would not care because it is all County matching money and the Roads SPLOST would not "go in the hole" so to speak. However, I don't know whether or not the Rec. Dept. has budgeted that amount.

Please let me know if you need any additional information.

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

DEPARTMENT MAKING REQUEST:		MEETING DATE: September 6, 2016		
County Manager		RESOLUTION ATTACHED?	YES	
			NO	X

REQUESTED MOTION OR ITEM TITLE:

Motion to approve a professional services agreement with Maxwell-Reddick & Associates to provide civil engineering design services and consulting for US 301 roadway improvements.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Bulloch County was recently awarded a grant in the amount of \$1,502,000 from the State Road and Tollway Authority – Georgia Transportation Infrastructure Bank (SRTA-GTIB) for improvements at US 301 south of I-16. Maxwell Reddick has done preliminary engineering on this project. Entering into a professional services agreement would allow them to finalize engineering and transportation plans and administer the contract for construction related services.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES	✓	YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL	CS	INITIAL	OB	INITIAL	JL	INITIAL	
DATE		DATE		DATE	8.29.16	DATE	9.1.16	DATE	8/30/16	DATE	

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



BULLOCH COUNTY BOARD OF COMMISSIONERS
Office Of The County Manager

MEMORANDUM

DATE: September 6, 2016
TO: Board of Commissioners
FROM: Tom Couch, CM 
CC: NA
RE: Sole Source Engineering

Bulloch County has received \$1,502,000 in grant funds, along with a low interest loan in the amount of \$1,877,000 from the Georgia State Transportation Infrastructure Bank for improvements at US 301 and the I-16 industrial park access. The loan is largely expected to be repaid from 2013 GO-SPLOST bond proceeds, and the remaining \$2.0 million to complete the project will be paid from a mix of largely LMIG and, road SPLOST funds.

In the course of planning this project where the county has been seeking a variety of state and federal funds, Maxwell Engineering has been engaged in the preliminary engineering as the DABC's current engineering consultant for the park.

The attached agreement represents the scope of services that Maxwell Engineering will provide at \$130,000, unless the project scope changes. The proposal is \$50,000 less than what is called for in the project budget due to some of the preliminary engineering work that has already been done.

If engaged, Maxwell would be ready to finalize plans and start the bidding process for construction as early as the fall. The projected is projected to take roughly over two years.

Approval of this sole source proposal is recommended.

Thank you.



August 11, 2016

Mr. Tom Couch
Bulloch County Manager
115 North Main Street
Statesboro, GA 30458

Re: Professional Services Fee Proposal for Civil Engineering Consulting and Design Services for I-16/301 Industrial Park Roadway Improvements.

Dear Mr. Couch:

Maxwell-Reddick & Associates is pleased to submit the following Fee Proposal to provide civil engineering design services and consulting for the referenced project. Our proposed fees are based on the following scope of services:

Design Services:

1. **Final Engineering and Transportation Plans.** Maxwell-Reddick and Associates, Inc. has received and addressed the preliminary design plan review comments from the Georgia Department of Transportation for the U.S. Highway 301 improvements. Based upon the agreed upon layout, Maxwell-Reddick and Associates, Inc. will prepare and coordinate all final design documents with Bulloch County, Georgia Department of Transportation, National Resource Conservation Service, United States Army Corp of Engineers and any other applicable governing bodies. The design documents will consist of roadway improvement plans for U.S. Highway 301, Rocky Road (which will be the main entrance for the industrial park), the secondary entrance that serves the industrial park, and the frontage road that connects Rocky Road and the secondary road.

The final design will be conducted with the primary emphasis on the project budget as previously discussed in our meetings. The design documents will be prepared with the intent of soliciting bids for the amount of work that will most closely match the available budget.

Additionally, we will coordinate the entrance design to incorporate the proper signage and landscape plan to create an aesthetically pleasing entrance to aid in the recruitment of industrial and commercial prospects to the corridor.

2. **Contract Administration.** Maxwell-Reddick and Associates, Inc. will aid the County Purchasing Department in the advertisement and bidding process for the project or projects as well as review all pay requests submitted by the contractor or contractors for accuracy and budget conformance.

Proposed Fee: Time and Materials not to Exceed \$100,000*

**If required, the County shall purchase all permits and said purchase is not included in this contract proposal. Any subcontract services, such as geotechnical, wetland, etc. are not included as part of this agreement, but will be billed to the Client in accordance with the attached expense schedule.*

Construction Related Services:

1. **Construction Inspections.** Maxwell-Reddick and Associates, Inc. will provide construction inspection services which will include National Pollution Discharge Elimination System (NPDES) monitoring and reporting, responses to contractor and/or owner request for information (RFI), inspections of contractor work and submittals. However, no geotechnical or material testing is included in this contract proposal.

Proposed Fee: Time and Materials not to Exceed \$30,000

Additional Services beyond those described in this document's scope of services can be provided if requested by the owner. If required, additional consulting services will be billed at our standard hourly rates and invoiced as specified in the General Conditions.

The total fee for engineering, contract and construction related services for this project or projects are estimated to be time and materials not to exceed \$130,000. The fee for these services will be billed in accordance with the General Conditions.

Please find attached, Maxwell-Reddick and Associates Standard Hourly Rate Schedule and General Conditions (Pages GC-1 thru GC-5), which are a part of this proposal/agreement. The proposed fees and the hourly rates provided herein will be honored for a period of 12 months. *(Note: For this proposal, mileage is included as a part of the proposed fee).*

If this proposal is acceptable, please sign and date in the spaces provided below and on Page 5 of the general conditions and return the originals to my attention.

If you have any questions, feel free to contact me at 912-489-7112.

Sincerely,



Charles J. Maxwell, P.E.

Attachments: General Conditions (GC-1 thru GC-5)
Hourly Rate Schedule / Reimbursable Expenses Schedule

ACCEPTED BY: _____ DATE: _____

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated **August 11, 2016** between **Bulloch County** (Owner) and **MAXWELL-REDDICK AND ASSOCIATES, INC.** (Engineer) and pertain to the project described therein.

1. OWNER'S RESPONSIBILITIES.

- 1.1 The Owner shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.
- 1.2 The Owner shall designate in writing a Representative for the work under this Agreement. The Owner's Representative shall have complete authority to transmit the Owner's instructions, policy and decisions pertaining to the project.
- 1.3 The Owner shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.
- 1.4 The Owner warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Owner agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Owner regarding the property which is the subject of the services. Owner warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Owner's knowledge. Owner agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this agreement.

2. ENGINEER'S RESPONSIBILITIES.

- 2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement except work we are contracted to perform and under our direct control.
- 2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Owner, documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Owner's budgetary limitations. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standards of care as described in Article 2.1.

3. ADDITIONAL SERVICES.

- 3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Owner as provided in these GENERAL CONDITIONS in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:
 - 3.1.1 Providing a program study for the Project.
 - 3.1.2 Providing financial feasibility or other special studies.

- 3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.1.4 Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.
- 3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 3.1.7 Providing services of consultants other than contracted engineering services for the Project.
- 3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
- 3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Owner and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount.

4. REIMBURSABLE EXPENSES.

- 4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:
 - 4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.
 - 4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.
 - 4.1.4 If authorized in advance by the Owner, expense of overtime works requiring higher than regular rates.
 - 4.1.5 Expense of renderings, models and mark-ups requested by the Owner.
 - 4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

- 5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be considered overdue after ten (10) calendar days from the invoice date and interest will be charged after thirty (30) calendar days thereafter until receipt of payment at the rate of 1.5% per month (18% per annum). Work on project with unpaid invoices thirty (30) days old will automatically cease.
- 5.2 Owner recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Owner. Owner agrees to pay all charges not in dispute within 10 days of receipt of Engineer's invoice. Owner agrees that Engineer has the right to suspend or terminate service if undisputed charges are not paid within 30 days of receipt of Engineer's invoice, and Owner agrees to waive any claim against Engineer, and to indemnify, defend, and hold Engineer harmless from and against any claims arising from Engineer's suspension or termination due to Owner's failure to provide timely payment. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice.

6. CONSTRUCTION COST.

- 6.1 It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

- 7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Engineer.
- 7.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

8. TERMINATION OF AGREEMENT.

- 8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 8.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.
- 8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

- 9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

- 9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Owner for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Owner of such abandonment or suspension.

10. LIMITATION OF LIABILITY.

- 10.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Owner. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.
- 10.2 Limitation of Liability – Owner’s remedies with respect to defects or deficiencies in our company’s services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Owner will limit any and all liability of the Engineer, its Agents or employees, to Owner on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Fifty Thousand Dollars (\$50,000) or the amount of the total fee paid by Owner, whichever is greater. If Owner prefers to have higher limits of professional liability, the limits can be increased to a maximum of One Million Dollars (\$1,000,000) upon written request from Owner at the time of the acceptance of this proposal, provided that Owner agrees to pay an additional consideration because of the greater risk insured. In no event shall the Engineer be liable for any special, indirect, incidental or consequential loss or damage or punitive damages.
- 10.3 Claims – In the event that Owner makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Owner does not succeed in obtaining judgment thereon, or if legal action is brought by the Engineer against Owner to enforce any of the obligations hereunder and we succeed in obtaining judgment against Owner thereon, then, in either event, Owner shall pay all costs incurred by Engineer, including but not limited to staff time, attorney’s fees, court costs and all other claim-related expenses.
- 10.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11. MISCELLANEOUS PROVISIONS.

- 11.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.
- 11.2 The Owner and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

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

Owners Signature

Date

Owners Title

SCHEDULE OF HOURLY RATES

Principal Engineer	165.00
Engineer II	130.00
Engineer I	110.00
Autocad Technician II	100.00
Autocad Technician I	80.00
Registered Land Surveyor	110.00
Survey Crew	150.00

SCHEDULE OF REIMBURSABLE EXPENSES

REPRODUCTION COSTS:

Plan Sheets	\$5.00 per sheet
Specifications	\$0.25 per sheet
Other	Actual cost + 10%

OVERNIGHT PACKAGES: Cost + 10%

TRAVEL:

Auto Mileage \$0.55 per mile

AIRFARE:

Actual Cost Economy Class – Domestic
Business Class – Foreign

REIMBUSIBLE EXPENSES: Cost + 10%

ROOM AND BOARD: At Actual Cost