



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**06.21.2016  
Estimated Time: 1 Hour  
North Main Annex Community Room  
Statesboro, Georgia  
8:30 AM**

Meeting Function:	<b>Board of Commissioners</b>	Type of Meeting:	<b>Regular Meeting</b>
Meeting Chair:	<b>Chairman, Garret Nevil (Presiding)</b>	Recorder:	<b>Clerk of the Board, Olympia Gaines</b>
Parliamentarian:	<b>County Attorney, Jeff Akins</b>	Ex-Officio:	<b>Tom Couch, County Manager; Andy Welch, Assistant County Manager; Whitney Richland, Chief Financial; Kristie King Chief Accountant; Cindy Steinmann Management Analyst; Chief Deputy Jared Akins; Mike Rollins Statesboro-Bulloch Parks and Recreation Director; Bob Hook Building and Facilities Maintenance Director</b>

**General Business Agenda**

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Simmons	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Chairman	8:36 AM	
Public Comments	Audience	8:38 AM	
Presentation			
Morningstar Children and Family Services	Leah Jamison	8:40 AM	
New Business		8:42 AM	
Discussion and /or Action: to approve final FY2017 GAB Amendment and Work Program	Administration-Finance		Tab A
Discussion and/or Action: to approve Amendments to Article II (Board of Health) of Chapter 8 of the Code of Ordinances	Legal		Tab B
Discussion and/or Action: to adopt resolution to approve Health Department's Environmental fee schedule	Legal		Tab C
Discussion and/or Action: to approve intergovernmental Agreement- Ogeechee Public Defender	Judicial-Public Defender		Tab D
Discussion and/or Action: to authorize intergovernmental Agreement- Georgia Department of Transportation	Correctional Institute		Tab E
Consent Agenda	Chairman	8:50 AM	
To approve the minutes of the Work Session held on June 2, 2016, the minutes of the Regular Meeting and Executive Session held on June 7, 2016, and to approve the minutes of the Special Called Meeting on June 14, 2016	Clerk of the Board		Tab F
To grant an alcoholic beverage license for package retail beer And wine sales to Donovan Newsome of Newsome Trust,	Clerk of the Board		Tab G

LLC, d/b/a as Newsome Minit Mart located at 5901 Highway 24 Statesboro

To grant an alcoholic beverage license for package retail beer and wine sales to Lindsey Martin of MSO Water Systems, Inc, d/b/a as Five Points Store Inc. located at 8091 Burkhalter Road Statesboro Clerk of the Board Tab H

To grant an alcoholic beverage license for package retail beer and wine sales to Phillip, Connie, Jimmy, and Beverly Sumner of Sumner Brothers LLC, d/b/a Pojo's Country Store #5 located at 4355 Country Club Road Statesboro Clerk of the Board Tab I

To approve appointment of Lauren Fortenberry and Janet Price Burke to the Library to the Board of Trustees Clerk of the Board Tab J

To approve the appointment of Mary K. Woods to the Aging Services Advisory Council Clerk of the Board Tab K

To approve Contract by and between Bulloch County and the State Court of Bulloch County for Probation Services Probation/Legal Tab L

To approve a Contract by and between Bulloch County and the Superior Court of Bulloch County for Probation Services Probation/Legal Tab M

To authorize a professional services agreement with Lyon & Associates in the amount of \$13,500 to provide consultation Services regarding the old DFACS building roof Replacement/repair. Building & Facilities Tab N

To approve bid of \$19,500 submitted by Statesboro Sight & Sound for the replacement of PA System and speakers on Three building at Mill Creek park Recreation Department- Parks Division Tab O

To approve purchase of an enterprise level Finance and Human Resources software system from Tyler Technologies Finance and Human Resources Tab P

To approve a resolution setting the Rural Fire District fees for FY17 County Manager Tab Q

Commission and Staff Comments Chairman, et al. 9:20 AM

Executive Session (Personnel) 9:25 AM

Adjourn Chairman 9:30 AM

**Additional Information:** None

Background information in Board packets.

## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) June 21, 2016							
Legal				RESOLUTION ATTACHED? (Box 3)		YES					
						NO	X				
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Amendments to Article II (Board of Health) of Chapter 8 of the Code of Ordinances											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
<p><i>Environmentalist Brad Wiggins with the Bulloch County Board of Health has requested some amendments to update provisions of the above-referenced ordinance. The Board of Health has approved these amendments to its regulations. The rules that are referenced in the ordinance have been amended to reflect new rule numbers and also to reflect that these rules are now under the jurisdiction of the state department of public health instead of the department of human resources. Rules for "mass gatherings" have also been added, and rules for land disposal of domestic septage and special on-site sewage management systems have been deleted because they are no longer applicable. Approval is recommended.</i></p>											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)				BUDGETED ITEM? (7a)		YES					
						NO	X				
PUBLIC HEARING (6b)				ATTACH DETAILED ANALYSIS, IF NEEDED ( 7c)		AMENDMENT REQUIRED? (7b)					
CONSENT (6c)						YES					
NEW BUSINESS (6d)		X				NO	X				
OLD BUSINESS (6e)											
OTHER (6f)											
APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL <i>OW</i>		INITIAL <i>JSA</i>		INITIAL <i>[Signature]</i>	
DATE		DATE		DATE		DATE <i>6.16.16</i>		DATE <i>6/15/16</i>		DATE <i>6.16.16</i>	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

STATE OF GEORGIA  
COUNTY OF BULLOCH

AMENDMENT TO THE CODE OF ORDINANCES OF  
BULLOCH COUNTY, GEORGIA

BE IT ORDAINED by the Bulloch County Board of Commissioners that Section 8-26 of Article II of Chapter 8 of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

**Sec. 8-26. Adoption of rules, regulations.**

There are currently in existence certain rules and regulations adopted by the county board of health with the purpose of preserving the public health, safety and welfare of citizens of the county. This article specifically incorporates by reference the provisions of the following rules and regulations which are in force at the time of the adoption of this article or as same may be subsequently amended:

- (1) Rules and regulations for onsite sewage management systems adopted by the state department of public health and the county board of health, being chapter 511-3-1 of the Georgia Administrative Code as supplemented by the following subparagraphs:
  - a. The provisions of section 511-3-1.03 of the aforesaid regulations are supplemented to provide that onsite sewage management permits may be issued for properties located within the flood plain as defined by 511-3-1.02 subject to the following conditions:
    1. The soils designated to accommodate the sewage system shall be classified and mapped by a registered soil scientist.
    2. The sewage system and soil shall meet all other federal, state and local laws and regulations.
  - b. The provisions of section 511-3-1.07 of the aforesaid regulations are supplemented to provide as follows:

In addition to the methods approved pursuant to section 511-3-1.07(4), there shall be an approved method known as a "bed system." On level or slightly sloping topography, the bed system may be used. The provisions for this method are generally the same as for the distribution box method except for the following differences: the width of the ditch(es) will be 72 inches, and there will be two drain tile pipes in the one 72-inch trench spaced equally from each other and the trench sidewalls. All other

specifications that apply to the distribution box method will be adhered to in the installation of the bed system method.

- c. The board of health or its authorized agent may in its discretion require from any person constructing, modifying, cleaning or repairing, or entering into a contract for the construction, modification, cleaning or repairing of a private onsite sewage management system a guaranty bond in an amount not to exceed \$5,000.00 executed by a bonding company licensed by the state for the faithful observance of the applicable requirements of the County Code of Ordinances, and all state and federal laws and regulations and conditioned to protect the rights and property of any person for whom such construction, modification, cleaning or repairing may be done. A person who constructs, modifies, cleans or repairs an onsite sewage management system on premises which that person owns and occupies, or will occupy in the immediate future upon completion of such work, shall not be required to furnish a bond as set forth above.
- d. That the On-Site Sewage Management Systems Manual, General Soil Provisions, page B-1, section 4(a) as adopted by chapter 511-3-1 of the Georgia Administrative Code be supplemented by adding the following:
  1. Soil in its natural state with a water table of less than 18 inches shall not be considered usable soil. A lot shall not be altered by any artificial means, such as ditching or drain tiles, for the purpose of lowering the water table to meet this requirement; provided, however, that this provision shall not prohibit the use of ditching or drain tiles for other purposes. Any approval of a lot requiring fill will be limited to a fill of not more than 30 inches. The 30-inch limitation shall apply to the average depth of the required fill in the area containing the septic tank and drain system.
  2. The provisions of subsection 8-26(1)e.1. shall not apply to a lot that was an existing lot on or before February 2, 2010. Provided, however, that any such existing lot shall be limited to fill of not more than 36 inches. The 36-inch limitation shall apply to the average depth of the required fill in the area containing the septic tank and drain system. For purposes of this subsection 8-26(1)e.2., the term "existing lot" means (i) a lot of record that is recorded in the real estate records of the Clerk of the Superior Court of Bulloch County; (ii) a lot shown on a preliminary plat that has been approved in accordance with Bulloch County's

Subdivision Ordinance and for which approval has not lapsed due to the developer's failure to initiate timely development; or (iii) a lot shown on a final plat that has been approved in accordance with Bulloch County's Subdivision Ordinance.

- (2) Rules and regulations pertaining to food service adopted by the state department of public health and the county board of health and being chapter 511-6-1 of the Georgia Administrative Code.
  - a. *Public display of grade card.* Whenever an inspection of a permitted food service establishment is conducted by a representative of the health department, the establishment will be issued a state department of public health food service establishment inspection report to be completed and posted pursuant to state law and an alphabetical grade card based on the foregoing inspection report. The grade card must be displayed in a conspicuous place where it is readily observable by the public upon entering the facility. The owner or operator shall be responsible for keeping the grade card and inspection report posted at all times at the location designated by the environmentalist. This grade card shall remain posted until such time as the inspector conducts a subsequent inspection and removes the previous grade card and issues a new inspection report and grade card.
- (3) Rules and regulations pertaining to tourist accommodations adopted by the state department of public health and the county board of health and being chapter 511-6-2 of the Georgia Administrative Code.
- (4) Rules and regulations pertaining to public swimming pools, spas, and recreational water parks adopted by the state department of public health and the county board of health and being chapter 511-3-5 of the Georgia Administrative Code.
- (5) Rules and regulations pertaining to rabies control adopted by the state department of public health and the county board of health and being chapter 511-4-2 of the Georgia Administrative Code.
- (6) Rules and regulations pertaining to mass gatherings adopted by the state department of public health and the county board of health and being chapter 511-3-2 of the Georgia Administrative Code.
- (7) Rules and regulations pertaining to drinking water supply adopted by the state department of public health and the county board of health and being chapter 511-3-3 of the Georgia Administrative Code.

- (8) Rules and regulations pertaining to solid waste adopted by the state department of public health and the county board of health and being chapter 511-3-4 of the Georgia Administrative Code.
- (9) Rules and regulations pertaining to the Georgia Smoke Free Air Act of 2005 adopted by the state department of public health and the county board of health and being chapter 511-3-7 of the Georgia Administrative Code.
- (10) Rules and regulations pertaining to portable sanitation contractors adopted by the state department of public health and the county board of health and being chapter 511-3-6 of the Georgia Administrative Code.

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Section 8-31 of Article II of Chapter 8 of the Code of Ordinances of Bulloch County, Georgia is hereby amended by deleting subsection (b) in its entirety.

Adopted at a meeting of the Bulloch County Board of Commissioners held in compliance with Georgia's Open Meetings Act on the 21<sup>st</sup> day of June, 2016, at which meeting a quorum was present.

BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA

By: \_\_\_\_\_  
J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) June 21, 2016							
Legal				RESOLUTION ATTACHED? (Box 3)		YES	X				
						NO					
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Resolution to Approve Health Department's Environmental Fee Schedule											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
The Board of Health has adopted the updated environmental fee schedule attached as Exhibit "A" to the attached resolution and has requested approval of same by the Board of Commissioners. Approval of the attached resolution will accomplish this purpose and is recommended.											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)				BUDGETED ITEM? (7a)		YES					
						NO					
PUBLIC HEARING (6b)				ATTACH DETAILED ANALYSIS, IF NEEDED (7c)							
CONSENT (6c)											
NEW BUSINESS (6d)		X									
OLD BUSINESS (6e)											
OTHER (6f)											
APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL <i>OB</i>		INITIAL <i>Jsu</i>		INITIAL <i>cc</i>	
DATE		DATE		DATE		DATE <i>6.16.16</i>		DATE <i>6/15/16</i>		DATE <i>6.16.2016</i>	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**THE BULLOCH COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION # 2016 - \_\_\_\_**

WHEREAS, the Bulloch County Board of Health has adopted the environmental fee schedule attached hereto as Exhibit "A" with an effective date of July 1, 2016; and

WHEREAS, the Bulloch County Board of Health has requested approval by the Bulloch County Board of Commissioners of said environmental fee schedule;

NOW THEREFORE, BE IT RESOLVED that the Bulloch County Board of Commissioners hereby approves the environmental fee schedule of the Bulloch County Board of Health, which fee schedule is attached hereto as Exhibit "A" and incorporated herein by reference, with an effective date of July 1, 2016.

RESOLUTION APPROVED AND ADOPTED this 21<sup>st</sup> day of June, 2016.

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

By: \_\_\_\_\_  
**J. Garrett Nevil, Chairman**

Attest: \_\_\_\_\_  
**Olympia Gaines, Clerk**

## EXHIBIT A

### Bulloch County Environmental Health Fees ( 07/01/16 )

#### LAND USE

##### **On-Site Sewage**

Site Evaluation/Permit/Inspection	
System less than 2000gpd	\$ 125
System 2000gpd to 5000gpd	\$ 250
System 5000gpd to 7500gpd	\$ 500
System 7500gpd to 10,000gpd	\$ 750
Re-Evaluation Fee	\$ 50
Re-Inspection	\$ 25
Existing System Evaluation	\$ 50
S/D or MHP Plan Review	
9 lots or less	\$ 50
10 to 50 lots	\$ 100
51 lots or more	\$ 200
Pumper Inspection / Portable Toilet Operator	\$ 75

##### **Drinking Water**

Private Residential Well Location Permit	\$ 5
Private Well Water Sample (Bacteriological)	\$ 30

#### SANITATION

##### **Food Service**

Annual Inspection Fee	
Mobile Unit	\$ 15
Temporary	\$ 50
Risk I	\$ 100*
Risk II	\$ 150*
Risk III	\$ 200*

\* Plan Review fee of \$75 will be added to first permit

##### **Tourist Accommodations**

Annual Inspection Fee	
RV Park	\$ 25
Bed & Breakfast or up to 9 units	\$ 100*
10 to 50 units	\$ 150*
More than 50 units	\$ 200*

\* Plan Review fee of \$75 will be added to first permit

##### **Public Swimming Pools**

Annual Permit Fees	
Pool / Spa	\$ 75*

\* Plan Review fee of \$75 will be added to first permit, fee will double if hydraulic analysis is not submitted

Re-inspection	\$ 25
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##### **Body Art**

Body Art Studio Permit	\$ 300*
* Plan Review fee of \$75 will be added to first permit	
Tattoo Artist Permit	\$ 75

#### INJURY CONTROL & PREVENTION

Institutional Inspection	\$ 15
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## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

<b>DEPARTMENT MAKING REQUEST:</b>  Judicial – Public Defender	<b>MEETING DATE:</b> 04.07.2015  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>RESOLUTION ATTACHED?</b></td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">NO</td> <td style="text-align: center;">X</td> </tr> </table>	<b>RESOLUTION ATTACHED?</b>	YES			NO	X
<b>RESOLUTION ATTACHED?</b>	YES						
	NO	X					

**REQUESTED MOTION OR ITEM TITLE:**  
  
 Authorize Intergovernmental Agreement – Ogeechee Public Defender

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:**  
 This is an annual agreement to fund the Ogeechee Circuit PD's Office at the requested level, and approved in the FY 2017 GAB.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT					
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
		NO			NO	X
PRESENTATION				<b>ATTACH DETAILED ANALYSIS, IF NEEDED:</b>  Agreement is attached. Requested personnel amounts are requested in the amount of \$269,482.31 per annum and for office maintenance in the amount of \$47,088.00 per annum.		
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	[Signature]	INITIAL	[Signature]	INITIAL	[Signature]
DATE		DATE		DATE		DATE	6.16.16	DATE	6/16/16	DATE	6.16.2016

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



**OFFICE OF THE PUBLIC DEFENDER  
OGEECHEE JUDICIAL CIRCUIT**

Serving Bulloch, Effingham, Jenkins and Screven Counties

30 North Main Street • Post Office Box 86

Statesboro, Georgia 30459

Telephone 912-764-6292 • Facsimile 912-489-3223

Chief Public Defender  
Renata Newbill-Jallow

Assistant Public Defenders  
Donna Carnley, Chief Assistant  
Kelley Kidd  
Stuart H. Patray  
Mark A. Lanier  
Andria N. Allen  
Alex Z. Jordan

Administrative Assistants  
Linda H. Mixon, Office Manager  
Joette Massey  
CeCe Green

Investigators  
R.J. Dailey, Chief Investigator  
Elizabeth Holbrook  
Simon M. Peed

April 26, 2016

Mr. Tom Couch, County Manager  
Bulloch County Board of Commissioners  
P. O. Box 347  
Statesboro, Georgia 30459

Re: FY 2017 Georgia Indigent Defense Services Agreement  
Bulloch County  
Ogeechee Judicial Circuit

Dear Mr. Couch:

Enclosed please find the original Georgia Indigent Defense Services Agreement for your approval and signature. Please sign on page 8, have witness sign and return contract in the enclosed envelope. I will forward a copy of the agreement to you after all parties have signed.

Thank you for your continued support and if you have any questions, please contact this office.

Sincerely,

  
Renata Newbill-Jallow  
Chief Public Defender

RNJ/lhm

Enclosure

“The right of one charged with crime to counsel may not be deemed fundamental and essential to fair trials in some countries, but it is in ours.”

*Gideon v. Wainwright* 372 U.S. 335, 344 (1963)



## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the Circuit Public Defender Office of the Ogeechee Judicial Circuit (herein referred to as “**the Public Defender Office**”) and the governing authority of Bulloch County, a body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2016.

### WITNESSETH:

**WHEREAS**, the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended,

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS**, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

**WHEREAS**, O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to

equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

**WHEREAS**, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

**WHEREAS**, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

## ARTICLE 1

### STATUTORY PERSONNEL

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Ogeechee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Bulloch County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Bulloch County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Bulloch County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 7% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the County in the discretion of the Georgia Public Defender Council. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel shall serve at the pleasure of the Ogeechee Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender

Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

### ARTICLE 3

#### PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

**Section 3.01 Office expenses.** The County agrees to pay its pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in Attachment B. The County agrees to the payment terms. Attachment B is incorporated into this agreement by reference.

### ARTICLE 4

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

**Section 4.01 Travel and expense reimbursement.** The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

### ARTICLE 5

#### MISCELLANEOUS

**Section 5.01 Term.** The term of this agreement is 12 months beginning July 1, 2016, and ending June 30, 2017.

**Section 5.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2016 or fiscal year 2017 planned budget if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 5.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully

enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 5.04 Cooperation, dispute resolution and jurisdiction.** (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

**Section 5.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of Ogeechee Judicial Circuit:**

Renata Newbill-Jallow  
Circuit Public Defender  
Post Office Box 86  
Statesboro, Georgia 30459

**Governing Authority of Bulloch County:**

Tom Couch, County Manager  
Bulloch County Board of Commissioners  
Post Office Box 347  
Statesboro, Georgia 30459

**Georgia Public Defender Council:**

Bryan Tyson, Director  
104 Marietta Street, Suite 400  
Atlanta, Georgia 30303

**Section 5.06 Agreement modification.** This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

**Section 5.07 Termination. (a) Due to non-availability of funds.** In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 5.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County

shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (a).

**Section 5.08 Cooperation in transition of services.** **(a) During or at the end of the agreement.** The Public Defender Office agrees upon suspension, termination, or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-suspension, post-termination, or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination, or expiration of the agreement.

**(b) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the suspension, termination, or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 5.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement suspension, termination, or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

**Section 5.10 Time.** Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

**CIRCUIT PUBLIC DEFENDER OFFICE  
OGEECHEE JUDICIAL CIRCUIT**

**BULLOCH COUNTY**

By: *Renata Newbill-Jallow* (SEAL)  
Signature

By: \_\_\_\_\_ (SEAL)  
Signature

*Renata Jallow*  
Name  
Circuit Public Defender

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

**ATTEST:**

**ATTEST:**

*Quida D. Major* (SEAL)

\_\_\_\_\_ (SEAL)

**ATTEST:**

**APPROVED AND CONSENTED TO:**

**GEORGIA PUBLIC DEFENDER  
COUNCIL**

\_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)  
Signature  
Director

**Ogeechee Judicial Circuit**  
**ATTACHMENT A – Personnel & Operating Expenditures**  
**Bulloch County**  
**July 1, 2016 – June 30, 2017**

The County agrees to pay the Public Defender Office \$269,482.31 in 12 monthly installments of \$22,456.86. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2016. Invoices will be sent to the following address:

**Bulloch County Board of Commissioners**  
**Post Office Box 347**  
**Statesboro, Georgia 30459**

Installments will be paid directly to GPDC at the following address:

**GPDC**  
**Attn: Jason Ring**  
**104 Marietta Street**  
**Suite 400**  
**Atlanta, GA 30303**

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Bulloch County in accordance with the additional services provisions set below:

**Definition.** For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

**Additional Services.** The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 7% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel

Administration with all the benefits provided by law to employees in the unclassified service.

**Compliance with Standards.** Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5<sup>th</sup> calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) State Court of Bulloch County.

(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.

(2) Hearings on a revocation of probation.

Bulloch County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.

## Attachment A-Page 2

### Additional Personnel Contributions

	Current	Requested
Total Amounts	\$ 560,007.98	\$ 561,421.47

### Annual Personnel Amounts By County

	Current	Requested
Bulloch (48%)	\$ 268,803.83	\$269,482.31
Effingham (32%)	\$ 179,202.55	\$179,654.87
Screven (13%)	\$ 72,801.04	\$ 72,984.79
Jenkins (7%)	\$ 39,200.56	\$ 39,299.50

### Monthly Personnel Amounts By County

	Current	Requested
Bulloch (48%)	\$ 22,400.32	\$ 22,456.86
Effingham (32%)	\$ 14,933.55	\$ 14,971.24
Screven (13%)	\$ 6,066.75	\$ 6,082.07
Jenkins (7%)	\$ 3,266.71	\$ 3,274.96

### Attachment A-Page 3

#### Requested Salaries For County Paid Employees

<b>Employee</b>	<b>Salary</b>	<b>With Benefits</b>
Andria Allen	\$ 45,320.16	\$ 75,060.34
Mark Lanier	\$ 45,705.30	\$ 75,697.96
Stuart H. Patray	\$ 60,000.00	\$ 99,363.40
Alex Jordan	\$ 45,320.16	\$ 75,060.34
Elizabeth Holbrook	\$ 50,156.39	\$ 83,066.90
Cilnardria Green	\$ 25,132.08	\$ 41,638.17
Simon Peed	\$ 35,478.39	\$ 58,766.90
Joette Massey	\$ 826.88	\$ 1,399.94
Linda Mixon	\$ 3,110.76	\$ 5,181.00
Donna Black	\$ 5,694.24	\$ 9,458.04
		<hr/>
Salaries With Benefits		\$524,692.96
7% Administrative Fee		<u>\$ 36,728.51</u>
Total With Administrative Fee		\$561,421.47

## ATTACHMENT B

### Total Annual Office Maintenance Costs

	<u>Current</u>	<u>Requested</u>
Total Amounts:	\$ 98,100.00	\$ 98,100.00
	<u>Current</u>	<u>Requested</u>
Telephone:	\$ 5,000.00	\$ 5,000.00
Office Supplies:	\$ 9,600.00	\$ 9,600.00
Copying Costs:	\$ 500.00	\$ 500.00
Postage:	\$ 2,000.00	\$ 2,000.00
Printing:	\$ 500.00	\$ 500.00
Repairs and Maintenance:	\$ 480.00	\$ 480.00
Law Books/Reference:	\$ 1,000.00	\$ 1,000.00
Court Transcript Costs:	\$10,000.00	\$ 9,000.00
Travel:	\$ 2,000.00	\$ 2,000.00
Professional Dues:	\$ 2,400.00	\$ 2,400.00
Training:	\$ 1,000.00	\$ 1,000.00
Rent:	\$24,000.00	\$ 30,000.00
Bookkeeping:	\$ 2,500.00	\$ 2,500.00
Utilities:	\$ 13,000.00	\$ 13,000.00

Janitorial:	\$ 3,120.00	\$ 3,120.00
Miscellaneous Expenses:	\$ 1,500.00	\$ 1,500.00
Professional Fees:	\$ 15,000.00	\$ 10,000.00
Equipment Lease/Maint.	\$ 4,500.00	\$ 4,500.00

### Annual Office Maintenance Amounts By County

	Current	Requested
Bulloch (48%)	\$ 47,088.00	\$ 47,088.00
Effingham (32%)	\$ 31,392.00	\$ 31,392.00
Screven (13%)	\$ 12,753.00	\$ 12,753.00
Jenkins (7%)	\$ 6,867.00	\$ 6,867.00

### Monthly Office Maintenance Amounts By County

	Current	Requested
Bulloch (48%)	\$ 3,924.00	\$ 3,924.00
Effingham (32%)	\$ 2,616.00	\$ 2,616.00
Screven (13%)	\$ 1,062.75	\$ 1,062.75
Jenkins (7%)	\$ 572.25	\$ 572.25



## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:  Correctional Institute	MEETING DATE: 12.16.14				
	RESOLUTION ATTACHED?				
	<table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

REQUESTED MOTION OR ITEM TITLE:  
  
 Authorize an Intergovernmental Agreement – Georgia Department of Transportation

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:  
  
 This is an annual agreement to receive compensation for providing 8-10 inmates from the correctional Institute for various duties and tasks, and approved in the FY 2017 GAB.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT				
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO	<input type="checkbox"/>		NO
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED:  Agreement is attached. Compensation is not to exceed \$39,500 per annum subject to terms and conditions.	
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	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL	<i>OW</i>	INITIAL	<i>Q/a</i>	INITIAL	<i>rw</i>
DATE		DATE		DATE		DATE	<i>6.16.16</i>	DATE	<i>6/16/16</i>	DATE	<i>6.16.2016</i>

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

**GEORGIA DEPARTMENT OF TRANSPORTATION  
LEGAL SERVICES OFFICE**

**AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the “Department”), and Bulloch County, a county in the State of Georgia (hereinafter referred to as the “County”).

**WITNESSETH:**

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The County agrees to provide the Department with **one (1)** work detail. The work detail is to have a minimum of **eight (8)** and a maximum of **ten (10)** inmates as well as one full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the County from time to time in the manner provided herein (the “Work”). The County shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The County shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The Department agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. The vehicle shall be equipped with a mobile device for the exclusive use of correctional officers, capable of communicating with law enforcement agencies and emergency medical personnel. It shall be the responsibility of the Department to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided for use by the inmate work detail. The Department further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

4. Compensation. The Department agrees to pay the County the sum of **\$39,500** (thirty-nine thousand, five hundred dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, *provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason (such as officer's leave/vacation) except vehicle failure (where such failure is the fault of the Department) or inclement weather. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather, the Department shall not be required to pay for these additional days and the County shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows: One Hundred Seventy-Three and 24/100 Dollars (\$173.24) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather.* The County will provide the Agency with an explanation of any days in which the inmate work detail is not available on the County's monthly invoice, which invoice is due and payable 30 days from receipt by the Department, *and any reductions in the compensation to be paid by the Department shall be credited to the Department by the County at the end of the fiscal year.*

5. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until **June 30, 2017**. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days notice to the other party in writing.

6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department:                   Commissioner  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree St  
Atlanta, GA 30308

If to the County:                       County Manager  
Bulloch County Board of Commissioners  
P.O. Box 347  
Statesboro, GA 30459

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

BULLOCH COUNTY

THE GEORGIA DEPARTMENT OF  
TRANSPORTATION:

By: \_\_\_\_\_  
Chairman of Bulloch County  
Commissioners

By: \_\_\_\_\_  
Russell McMurry, P.E., Commissioner

Witness: \_\_\_\_\_  
(Notary Public)

Attest: \_\_\_\_\_  
Angela Whitworth, Treasurer

June 2, 2016  
Statesboro, GA

### Work Session

The Board of Commissioners met at 12:05 pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. 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 Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson (arrived at 12:10 pm). Commissioner Ethridge and Commissioner Simmons were absent. The following staff were present: County Manager Tom Couch, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Accountant Kristie King, Management Analyst Cindy Steinmann, Parks and Recreation Director Mike Rollins, 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 Rushing seconded the motion and it carried unanimously with Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley voting in favor of the motion.

After a brief recess, Chairman Nevil stated the first item of New Business was discussion of the FY2017 Tentative General Appropriations Budget. He called on Mr. Couch to proceed with discussion on this matter. Mr. Couch prefaced his presentation by thanking the budget review team and department heads for their contributions and teamwork in forming the budget. He provided some background information on how the budget was constructed with considerations for various departmental requests. He reported for the FY2017 budget process the team prioritized and evaluated the most needed items. Mr. Couch discussed some focus areas for assessing funding requests for internal departments to include: operating revenues, capital outlays, personnel requests, and operating expenditures. He is recommending probation fees increase from \$40 per client to the statutory limit of \$44. He would like to have a workshop to review the business license (occupational tax) tax equity and discuss consideration of an energy tax on manufacturers to replace lost sales tax.

Mr. Couch reported the focus areas for outside agencies included scope of services, accomplishments, objectives, opportunities for collaboration with other agencies to minimize county funding requirements, contingency strategies if de-funded or reduced, review past year audits and current funding sources. He stated the financial condition is likely to strengthen by the end of year-FY2016. Due to a revenue windfall created by onetime special tax assessment revenue, the end of year fund reserve may increase by \$1 million. This should increase the General Fund reserve to \$6 million or 16% of the budget. Mr. Couch stated 25% of the budget is ideal.

He reported the General Fund is expected to meet fund balance stabilization targets represented in last year's five-year plan and the upcoming year. Mr. Couch reported there was a reserve fund of \$941,243 with \$520,000 for target or fund balance stabilization, \$223,440 for operating contingencies, and \$197,803 for capital contingencies. All other special revenue, internal services and enterprise funds will have sufficient operating proceeds or cash reserves for balanced budgets. Mr. Couch reported that SPLOST funding should be sufficient to meet the FY2017 budget needs, but there are concerns about out-year funding in several categories that need to be examined such as roads, public safety, facility improvements, solid waste, and airport.

Mr. Couch reported there are several operating functions that need to be worked through as the year progresses that may or may not impact capital budgets. These areas include: Ag Arena, rural fire, public safety, animal shelter and sheriff. He reported a balanced budget of about \$37.5 million (+/- slightly), with some revenue strength from 2.5% growth in property taxes and \$400,000 from Hospital Authority interest. Mr. Couch is recommending the personnel adjustments to include compensation adjustments of a 3% COLA, 1%-1.5 % performance-based increase and additional positions to include: 1 full time position with the Clerk of Courts, 1 full time Assistant Solicitor, 2 School Resource Officer Sheriff's Deputies, and 1 part-time animal shelter attendant, all to be authorized on October 1.

He is also recommending the following non-personnel expenditures: financial software for the finance department, additional expenditures for elections to cover costs for upcoming presidential elections as well as local/state runoffs, agenda management software and paperless meeting for the county clerk, public relations costs to fund special events such as a newly elected officials ceremonies, correctional food services costs to reflect increases in charges at the jail and correctional institute to balance the correctional kitchen internal service fund, solid waste

operations for the new Union Church Road Center, and recreation. Mr. Couch reported the District Attorney's office has been under funded by \$160,000 per year. He is recommending a five (5) year funding acceleration each year beginning with \$32,000 the first year.

Mr. Couch stated there are several areas that have been placed on a general fund "watch list" for both revenues and expenditures. The areas under revenues include: federal inmate revenue, elastic revenues (fees, fines and forfeitures, TAVT, business taxes, permits, etc.), and legislative actions. Expenditures include: District Attorney, Mental Health Court, Correctional Institute/Public Works, Health Department, and changes desired by new elected officials (Sheriff, Probate Court, and Solicitor).

He reported SPLOST 2013 Tier I collections are coming in at 91% of the projected \$32.7 million and collections have flat-lined for the last four years. Mr. Couch stated that he expects this trend to continue. He estimates the County's collections for FY2017 at \$4.95 million, though some carryover balances can be used. Mr. Couch stated the FY2017 budget has funded most of the requested projects; however, the out-year budgets will be constrained. He stated SPLOST 2013 will expire in November 2019 (mid-year FY 2020). The County has an obligation to pay off SPLOST GO Bonds by FY 2020. He stated the County has projected increasing the monthly allocation from \$180,000 to \$200,000 per month to reserve for the remaining payments of \$8.8 million through FY 2020.

Mr. Couch reviewed future structural budget issues in operations and maintenance to include the following: (1) volatile elastic revenues (fees, fines and charges for services); (2) state tax exemptions that lower revenue; (3) reduced state grants (Mental Health Court, etc); (4) tax incentives to lure new industry; (5) large reductions in federal inmate revenues; (6) City of Statesboro TAD; (7) unfunded mandates (FLSA/minimum wage, health care, court security, various reporting requirements to state and feds); (8) State budget cuts that shift costs to local communities; (9) Demands for emergency services; (10) Deferred and emergent maintenance demands for current facilities; (11) Sales taxes (SPLOST) linked to the economy, and impacted by state legislation that gives tax breaks to special interests (GATE card, manufacturing).

Mr. Couch stated that the County has traditionally tried to leverage SPLOST to meet capital needs that in years past have been paid out of the General Fund. Due to irregular SPLOST collections, the County has had to cut back revenue forecasts and constrain projects. He stated some future challenges include new facilities such as the Ag Arena and 2019 SPLOST. Mr.

Couch asked the Board to be mindful of the out years, especially with operating funds and not just SPLOST and capital outlays.

Chairman Nevil called for general comments from the commissioners and staff. The Commissioners thanked Mr. Couch for his presentation, the Finance Department, and the budget review team for a great job in developing a solid budget proposal. Mr. Couch thanked all the staff for their support and thanked the Commissioners for their support, leadership and consideration. He reminded the Board of the current schedule for the budget proposal and stated that he would like to present and distribute the tentative FY2017 General Appropriations Budget (GAB) at the Regular Meeting on June 7<sup>th</sup>, hold a Special Called Meeting for the required public hearing on June 14<sup>th</sup> at 5:30pm, and adopt the FY2017 GAB at the regular meeting on June 21<sup>st</sup> at 8:30 am.

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

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J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

June 7, 2016  
Statesboro, GA

### Regular Meeting

The Board of Commissioners met at 5:30 pm in the Community Room of the North Main Annex. Vice Chairman Robert Rushing welcomed guests and called the meeting to order. Commissioner Thompson 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 (5:40 pm), Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson (5:34pm), and Commissioner Ethridge. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Zoning Administrator Randy Newman, Solid Waste Director Fred White, Management Analyst Cindy Steinmann, Transportation Director Dink Butler, Purchasing Manager Faye Bragg, Deputy Warden Wayne Smith, County Engineer Kirk Tatum, Code Officer Ricky Helton, Public Safety Director Ted Wynn, Statesboro Parks and Recreation Director Mike Rollins, Jennifer Durham Regional Library Director, and Chief Deputy Jared Akins.

Vice Chairman Rushing stated the first item of business was the approval of the Zoning Agenda. Commissioner Simmons offered a motion to approve the Zoning Agenda as presented. 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.

Vice Chairman Rushing called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman stated the first item was an application submitted by Bonnie Grist for a conditional use for a salvage yard. The property is located on US Highway 301 south, parcel number MS34000006 000. Wes Lee acted as agent. There were eight people signed up to speak on the request (See Exhibit #2016-58). This item was tabled at the May 3, 2016 meeting.

Mr. Lee stated due to the evolving nature of their business and the need for a used auto part dealer in the Statesboro area he and his partners are requesting the conditional use for a salvage yard. Mr. Lee referenced the conceptual sketch of the storefront design and stated the design would be consistent with surrounding businesses in the area.

Ben Sullivan, partner with Scrap Partners, stated the salvage business has evolved and his vision incorporates ideas and strategies to improve Highway 301 and the community.

Nick Propps, a local realtor, expressed his opposition to the request. He stated the request will negatively affect property values and placing the salvage yard on Highway 301 is not a good introduction into the area. Billy Hickman and Jim Anderson expressed similar concerns and stated their belief that the request does not reflect the mission of the County. Walt Lamb stated that he is opposed to the request because of concerns with the appearance, noise factors, environmental contamination issues, and the effect on property values. He is also concerned with the aftermath if the business chose to leave.

Rod Pye, General Manager at JC Lewis Ford, said that it had been represented at the previous meeting that JC Lewis Ford did not oppose the request. He stated that at the time, however, they were under the impression it would be a small used car lot. He stated that now that they have a better understanding of what is being proposed, they are opposed to the request. Frank Rozier stated he is opposed to the request and is concerned about the effects on the value of property that he owns and leases to JC Lewis Ford. Jeanmarie Deloach expressed her opposition to the request due to the negative effects the request would have on efforts to improve Highway 301. She also expressed some concerns over the company's issues with OSHA and with the other salvage yards they operate in other communities.

David Pierce stated that he is in favor of the request and that the partners in the business have discussed with him the impact of the business, and he believes their vision is something that is new and different than the other sites that they operate. He stated it would be beneficial to the community. Mr. Sullivan addressed the OSHA concerns expressed by Ms. Deloach and stated the company does take the safety of its employees seriously.

After some discussion, Commissioner Gibson offered a motion to deny the conditional use request for a salvage yard. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman stated the second item on the agenda was an application submitted by Mary Foreman to rezone 19.84 acres from R-80 to AG-5. The property is located on Old Riggs Mill Road, parcel number 047 000003 000. John Dotson acted as agent. There was no one signed up

to speak on the request (See Exhibit #2016-59). Mr. Newman stated the Planning and Zoning Commission recommended approval of the rezone request. Without further discussion, Commissioner Thompson offered a motion to approve the request to rezone 19.84 acres from R-80 to AG-5. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman stated the third item on the agenda, which was an application submitted by Kathleen Mather for a conditional use to Host Private and Public Functions including festivals and socials, had been withdrawn by the applicant.

Mr. Newman stated the fourth item on the agenda was an application submitted by TruFlame Gas Company for a text amendment to allow a Bulk Propane Facility as a conditional use in the HC, LI, and HI zoning districts. Pete Cates acted as agent. There was no one signed up to speak on the request (See Exhibit #2016-60). Mr. Cates stated that they move gas daily from Metter to Statesboro and are in need of bulk storage to provide more efficient service delivery to their customers. He stated bulk storage is safe and inspections are done regularly by state and local fire departments. Without further discussion, Commissioner Ethridge offered a motion to approve the text amendment as presented (See Exhibit #2016-61). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman stated the fifth item on the agenda was an application submitted by TruFlame Gas Company for a conditional use for an 18,000 gallon propane bulk storage tank. The property is located at 22801 Highway 80 East, parcel number MS9700094 000. Pete Cates acted as agent. There was no one signed up to speak on the request (See Exhibit #2016-62). Without further discussion, Commissioner Gibson offered a motion to approve the conditional use for an 18,000 gallon propane bulk storage tank with conditions (See Exhibit #2016-63). Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman stated the sixth item on the agenda was an application for a conditional use to allow a camper to be used as a temporary occupancy unit during the construction of a

principal residence. The property is located at 5167 Maria Sorrell Road, parcel number 103 00003 000. There was no one signed up to speak on the request (See Exhibit #2016-64). Mr. Newman stated the applicant initially had three campers on the property, but has removed two. He stated they are remodeling an old home that was previously on the property. Without further discussion, Commissioner Rushing offered a motion to approve the conditional use to allow a camper to be used as a temporary occupancy unit during the construction of a principal residence with conditions (See Exhibit #2016-65). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman stated the seventh item on the agenda was an application submitted by H.B. and Doris Lanier to rezone 6 acres from AG-5 to HC. The property is located at 15414 Highway 67. Jim Anderson acted as agent. There was no one signed up to speak on the request (See Exhibit #2016-66). Mr. Anderson stated the owners were asking to rezone to HC so that the business can expand on Highway 67. He stated they are satisfied with the conditions. Without further discussion, Commissioner Thompson offered a motion to approve the rezoning of 6 acres from AG-5 to HC with conditions (See Exhibit #2016-67). Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Mr. Newman stated the eighth item on the agenda was an application submitted by H.B. and Doris Lanier for a conditional use to allow a single-family dwelling to be used in an HC zoning district. The property is located at 15414 Highway 67. Jim Anderson acted as agent. There was no one signed up to speak on the request (See Exhibit #2016-68). Mr. Anderson stated the property owners want to use the house as rental property. Without further discussion, Commissioner Thompson offered a motion to approve the conditional use request to allow a single-family dwelling to be used in an HC zoning district. 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 asked for changes or modifications to the General Agenda. Mr. Couch requested to modify the agenda by adding Potential Litigation to the Executive Session. Commissioner Gibson offered a motion to approve the General Agenda with 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 asked for public comments from the audience at large or in writing. Lee Deloach asked the Board to approve the paving and construction of Two Chop Road; he stated there are two property owners who stated they would not donate any property to pave the road. He stated they would like to have the road paved from Two Chop Road to Highway 25 and in the event this is not feasible would like to have the road paved up to Banks Creek Church Road and around to Womack Road. Mr. Deloach stated the road has already been surveyed. Both Mr. Tatum and Mr. Butler stated there are currently four to five roads on the list to be paved that would be ahead of this project. Mr. Couch clarified with Mr. Deloach the preferred length of the road they desired to be paved and estimated the cost to be around \$900,000. He stated the SPLOST collections have been irregular and out-year funds are constrained. Mr. Couch reviewed the guidelines for the condemnation process and stated if the County were to proceed through this process, there are funding issues. Mr. Butler stated that due to ongoing and unexpected projects, it would be in 2018 before the department could proceed with construction clearing and in 2019 before they could begin paving. Mr. Deloach asked if there was an alternative option such as paving up to Banks Creek Church Road, if the condemnation process was not a feasible option. Chairman Nevil stated the Board will look into possible solutions as roads are a big issue and provide feedback.

Chairman Nevil stated the next item on the agenda was a public hearing and action for the proposed abandonment of County road No. 397 a/k/a Alex Knight Road. He called for public comments concerning this matter. Greg Knight stated he petitioned for the abandonment of the road because there is not a need for the public to access the road. He stated he would like the road converted back to a driveway setting. Rhonda Knight Armstrong expressed her desire to keep the road open as it is the only usable road if Pless Clifton Road is unusable due to heavy rains. Jimmy Knight stated that he and his family currently live on the road and would like for the road to be closed. After some discussion, Commissioner Gibson offered a motion to deny

abandonment of County Road No. 397 a/k/a Alex Knight Road and keep it open as a public road. 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 public hearing and action for the proposed abandonment of a portion of County Road No. 82 a/k/a C.L. Woods Road. He called for public comments concerning this matter. Chip Smith stated there was a trailer park at the end of the road, which later turned into a dumping spot. He stated the area has since been cleaned up and there is no reason for the public to use the road. Without further discussion, Commissioner Rushing offered a motion to approve the abandonment of a portion of County Road No. 82 a/k/a C. L. Woods Road (See Exhibit #2016-69). 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.

After a brief recess, Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting on May 17, 2016; (2) to approve the purchase of shoulder pads from BSN Sports (\$8,873.20); to approve purchase of shoulder pads from ASA Football (\$7,037.50); to approve the purchase of shoulder Pads from BRG Sports Riddell (\$1,230.00); to approve purchase of shoulder pads from BOLT Athletics (\$540.00) (See Exhibit #2016-70); (3) to approve contract renewal with the Georgia Department of Corrections- Emanuel County Probation Detention Center for inmate labor (See Exhibit #2016-71); (4) to approve an emergency purchase authorization and sole source to procure a compaction cylinder for the baler at the Solid Waste Recycling Processing Center on Lakeview Road for \$13,192.00 (See Exhibit #2016-72); (5) to authorize the County Manager to sign a contract renewal for the period July 1, 2016 through June 30, 2017 for bulk oil and grease with Stubbs Oil to be used in the County vehicles and equipment (See Exhibit #2016-73); (6) to approve Commitment Resolution for Employment Incentive Program (EIP) for Project Greyhound (See Exhibit #2016-74); (7) to approve Commitment Resolution for Employment Incentive Program (EIP) for Project Aspen (See Exhibit #2016-75); (8) to authorize the County Manager to execute an agreement with the Georgia Department of Corrections for the FY2017

Intergovernmental Agreement regarding State Inmates (See Exhibit #2016-76); (9) to authorize a grant award from the Criminal Justice Coordinating Council (See Exhibit #2016-77).

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

Chairman Nevil stated the first item of New Business was for discussion and/or action to make the intersection of Brooklet Denmark/Brannen Pond/Rushing Road a four way stop and change the speed limit from 55 to 45 on Brannen Pond Road, Rushing Road and Pretoria Rushing Road. Chairman Nevil called on Public Safety Director Ted Wynn to initiate discussion on the matter. Mr. Wynn stated a traffic count study had been completed at the subject intersection and that there were a total of 5494 vehicles during a twenty-four (24) hour average period on Brooklet Denmark Road and 2608 vehicles on Rushing Road during the same period. On Brooklet Denmark Road there were eight (8), one (1) hour periods that had an average of 457 vehicles counted. Likewise, Rushing Road had an average of 202 vehicles approaching the intersection during the same time periods. These numbers are significant because the Manual on Uniform Traffic Control Devices (MUTCD) specifies that the volume on the major street must exceed 300 (cf 457) vehicles and the minor street must exceed 200 (cf 202) in order to be considered for an all way STOP condition. Mr. Wynn stated there have been multiple accidents over the past several years at the Brooklet Denmark Road intersection. He stated the intersections are above the threshold and warrants changes to the intersections.

Transportation Director Dink Butler stated all efforts have been made to decrease occurrences of accidents short of making the intersection at Brooklet Denmark Road a four way stop. Mr. Wynn stated the next step is a four way stop and asked the Board to entertain a speed limit change from 55 to 45 on Brannen Pond Road, Rushing Road and Pretoria Rushing Road. He stated any zone marked lower than 45 would remain as is. County Engineer Kirk Tatum stated he has completed the engineering and traffic investigation to justify the speed limit decrease. After some discussion, Commissioner Thompson offered a motion to adopt a resolution to make the changes regarding the four way stop and speed limits as recommended (See Exhibit #2016-78). 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 second item under New Business was for discussion and/or action to approve a contract with East Coast Asphalt, LLC in the amount of \$159,483 for resurfacing various subdivision roads in Glen Oaks, Hunters Pointe, and Irongate subdivisions. Chairman Nevil called on Mr. Couch to initiate discussion on the matter. Mr. Couch briefly discussed obligations with the LMIG grant and recommended Mr. Tatum examine the drop inlets during the resurfacing project. Without further discussion, Commissioner Gibson offered a motion to approve the contract with East Coast Asphalt, LLC in the amount of \$159,483 for resurfacing various subdivision roads in Glen Oaks, Hunters Pointe, and Irongate subdivisions (See Exhibit #2016-79). 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 stated the third item under New Business was for discussion and/or action to approve a contract with R.B. Baker Construction in the amount of \$1,177,400 for resurfacing approximately 12.96 miles of various county roads and for repairing/patching on Old River Road and at the Statesboro-Bulloch Parks and Recreation Department. Chairman Nevil called on Mr. Couch to begin discussion on the matter. Mr. Couch stated the 12.96 miles referenced an earlier discussion on roads which also included the subdivision resurfacing. Without further discussion, Commissioner Simmons offered a motion to approve a contract with R.B. Baker Construction in the amount of \$1,177,400 for resurfacing approximately 12.96 miles of various county roads and for repair/patching on Old River Road and at the Statesboro-Bulloch Parks and Recreation Department (See Exhibit #2016-80). 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 general comments or statements from the commissioners and staff. The commissioners thanked everyone for attending the meeting and thanked the employees for their hard work. Commissioner Simmons thanked Mr. Butler and the Transportation Department for continued progress in improving the county roads; he asked that a system be put in place to keep the Board updated on the conditions of the roads so they can respond to inquiries

from citizens. Mr. Couch reminded the Board of the upcoming schedule for the FY2017 Budget proposal; he stated a Public Hearing will be held on June 14, 2016 at 5:30pm. The public hearing notice was placed in the Statesboro Herald today. He also reminded the Board of the upcoming Legislative Appreciative Dinner on June 15<sup>th</sup> at 6:30pm. Mr. Couch stated they have put out RFQs for the Ag Arena and have identified/notified five candidates. He stated they would like to create an Interview Committee of five members with two members of the Board being ex-officio staff. He stated interviews have been scheduled for July 13, 2016 from 8:30 am to 12pm.

Mr. Couch asked for input on the Building Plaque #2. Mr. Butler updated the Board on the progress with the Ag Arena and roads that were still closed. He stated the department will have most roads opened by next week. Mr. Butler wanted to especially thank the Frost family and the City of Statesboro for their assistance in helping to get the roads affected by the heavy rain back open. Mrs. Durham provided flyers of upcoming events at the library for the month of June and updated the board on grant funds received to replace HVAC and vintage electrical panels. She stated the library was not able to select a vendor for the HVAC project and will re-solicit bids in the fall.

Hearing no further comments from the Board or staff, Chairman Nevil stated there was no further business expected for the open session of the regular agenda and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters and Potential Litigation. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3 (b) (2), O.C.G.A. § 50-14-2(1), and other applicable laws, pursuant to the advice of County Attorney Jeff Akins, for the purpose of discussing and deliberating on Personnel and Potential Litigation Matters. Without further discussion, Commissioner Ethridge offered a motion to adjourn and enter into Executive Session to discuss and deliberate on Personnel Matters and Potential Litigation (See Exhibit #2016-81). Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley and Commissioner Thompson voting in favor of the motion.

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The meeting was reconvened, and Chairman Nevil asked if there were any further comments from the commissioners or staff. Hearing no further comments from the Commissioners or staff, Chairman Nevil asked for a motion to adjourn. Commissioner Gibson

offered a motion to adjourn the meeting. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Ethridge, Commissioner Thompson, Commissioner Simmons, and Commissioner Mosley all voting in favor of the motion.

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J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

June 14, 2016  
Statesboro, GA

### Special Called Meeting

The Board of Commissioners met for a called meeting at 5:30 pm in the Community Room of the North Main Annex. Chairman Nevil called the meeting to order and welcomed staff. Commissioner Mosley 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 Mosley, Commissioner Ethridge, and Commissioner Simmons. The following staff were present: Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Management Analyst Cindy Steinmann, Shop Superintendent Jesse Durrence, Warden Chris Hill, Deputy Warden Wayne Smith, Regional Library Director Jennifer Durham, and Chief Deputy Jared Akins.

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

Chairman Nevil stated the next item on the agenda is a Public Hearing to discuss the FY2017 General Appropriations Budget. He called on Mr. Couch to initiate discussion on the matter. Mr. Couch reviewed five major priorities for the FY2017 General Appropriations Budget to include: (1) improving the positive financial operating position of the County using conservative fiscal practices in a contracted economic climate; (2) increase and maintain the levels of operating services consistent with the growth of the community ensuring peak performance and efficiency; (3) continue the fulfillment of obligations to the voters with regard to the successful implementation of SPLOST projects and comprehensive capital improvements programs; (4) continue to implement the various master planning strategies; and (5) facilitate local and regional economic growth.

Mr. Couch stated these priorities will aid long-term objectives to expand the tax base and minimize property tax burdens on residents while at the same time lowering the future operating costs of government. He stated the FY2017 Work Plan and General Appropriations Budget will

vest over \$68 million dollars across twenty-seven (27) different funds. He stated the overall economic outlook for FY2017 is expected to be mostly positive at the local, state, and national levels. Mr. Couch stated the five-year plan calls for annual reserve targets between \$500,000 and \$600,000 to restore fund reserves to a more ideal level. He stated the ideal level is 25% of the General Fund.

Mr. Couch stated the major fiscal revenue warrants for FY2017 include the following estimates for the General Fund: (1) tax revenues will increase by 2.4% over FY2016 due to the natural growth in the tax digest and in other elastic sources; (2) licenses and permits revenue will increase by 3.7%; (3) charges for services which include various elastic revenue sources will increase by 4.6%; (4) fines, forfeitures, and investment income will increase by 4.0% and 3.7% respectively; (6) miscellaneous revenues will increase by 6.6% and other financing sources which include indirect cost charges to other funds will increase by 3.9%; (7) intergovernmental revenues will decline by 22% largely due to much lower federal inmate revenue at the jail. He stated overall the operating revenue in the General Fund will increase by 2.4%.

Mr. Couch stated the major operating fiscal expenditure warrants for FY2017 include the following items: (1) one full time employee has been approved for the Clerk of Court (Deputy Clerk) and the Solicitor General (Assistant Solicitor); (2) four full time employees for the Sheriff's Department (2 Patrol Deputies and 2 School Resource Officers); (3) one part time employee for the Animal Shelter (Shelter Attendant); (4) a 3% general cost of living increase and up to 1.5% performance increase has been approved for employees; (5) upward adjustments for circuit-wide or regional obligations to judicial agencies due to increasing population share requirements due to the growth of the County's population; (6) acquisition of new financial software on a five year lease-purchase to improve financial reporting efficiency and effectiveness.

Mr. Couch stated the major reserve warrants for FY2017 include the following: (1) maintain \$520,000 in General Fund for reserve stabilization; (2) provide \$200,000 for contingent operating expenditures based on emergencies or unexpected events; (3) provide approximately \$132,000 for contingent capital expenditures based on emergencies or unexpected events; (4) the County has not specifically budgeted for operational costs for the new multipurpose agricultural arena in this year's budget, but contingent operating reserves could be used for a partial-year budget.

Mr. Couch stated the major capital fiscal expenditure warrants for FY2017 include the following: (1) completion of shovel-ready dirt road paving for RJ Kennedy Road and Key Akins Road; (2) completion of 13 to 15 miles of network and neighborhood road resurfacing; (3) road striping for one-sixth of the County paved roads; (4) completion of 2 southeast quadrant roundabout intersection improvements; (5) acquire and replace digital radio and telephone infrastructure for E-911; (6) one ambulance for EMS to retire aging fleet and reduce maintenance costs; (7) one vehicle for Animal Control to retire aging fleet and reduce maintenance costs; (8) five vehicles for the Sheriff's Department to retire aging fleet and reduce maintenance costs; (9) acquire personal protective equipment for the Fire Department, the Correctional Institute, and the Sheriff's Department; (10) roof improvements for the Courthouse and the old DFACS building.

He stated additional major capital fiscal expenditure warrants for FY2017 include various technology improvements to retire aging equipment and reduce maintenance costs; new gasoline pumps at the Public Works complex to retire aging fleet and reduce maintenance costs; expansion at Splash in the 'Boro; construction of the multipurpose Agricultural Arena; one solid waste roll-off truck to retire aging fleet and reduce maintenance costs; a new recycling and waste convenience center at Union Church Road; runway rehabilitation and refueling center improvements at the Statesboro-Bulloch Airport.

Mr. Couch stated this year's budget plan pursues the goal of promoting fiscal responsibility and keeping general property taxes at the lowest feasible rate. He stated capital funding with SPLOST collections will remain a concern in the near future. He thanked Mr. Welch, Mrs. Richland, and the budget review team for helping form a viable budget document.

Chairman Nevil called for a motion to open the floor to the public for comments and/or questions regarding the FY2017 tentative General Appropriations Budget. Commissioner Simmons offered a motion to open the floor to the public for comments and/or questions regarding the FY2017 General Appropriations Budget. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Mr. Jimmy Hayes asked how many vehicles Animal Control presently has and expressed some concern with seeing five county vehicles at a residence. He stated he is concerned with the current number of vehicles and the request for an additional vehicle. Mr. Couch stated it is common for other department employees to provide assistance if needed. Mr. Hayes inquired

about future operating costs for the Ag Arena. Mr. Couch stated the County has made comparable studies of other counties similar to Bulloch; however, it is difficult to estimate those costs. He stated the County plans to start off with a smaller budget and then increase the budget based on the types and frequency of uses of the facility.

Mrs. Durham asked if the County took into consideration the new overtime rule effective December 1, 2016 which made changes to the Fair Labor Standards Act concerning salary reclassification. Mr. Welch stated adjustments have been made and the County has budgeted for this. Mr. Hayes asked for an update on Coastal Coaches Transportation. Mr. Couch stated it costs the County around \$26,000 per year and this cost is an inexpensive and reasonable cost in comparison to the County developing and managing its own public transportation network.

Chairman Nevil called for additional comments and/or questions. Hearing none, he called for a motion to close the floor to the public comments and/or questions concerning the FY2017 tentative General Appropriations Budget. Commissioner Mosley offered a motion to close the floor to public comments. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments from the Commission and staff. The Commissioners thanked all the staff for their time and diligence put into developing the budget. They thanked everyone for their attendance and input. Commissioner Simmons thanked Warden Hill and staff for their work at the Correctional Institute. Chairman Nevil thanked everyone and expressed his and the Board's appreciation for their participation in the budget process. Hearing no other comments, he called for a motion to adjourn the meeting. Commissioner Gibson offered a motion to adjourn. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

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J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 6.21.2016</b>		
Public Safety: Sheriff, Administration: Clerk of the Board	<b>RESOLUTION ATTACHED?</b>	YES	
		NO	<b>x</b>

**REQUESTED MOTION OR ITEM TITLE:**

To grant an alcoholic beverage license for package retail beer and wine sales to Donovan Newsome of Newsome Trust, LLC, doing business as Newsome Minit Mart, and is located at 5901 Highway 24 Statesboro, Georgia.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

There is no apparent reason to deny the application. Approval is recommended.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	O/S	INITIAL	J/a	INITIAL	[Signature]
DATE		DATE		DATE		DATE	6.15.16	DATE	6/16/16	DATE	6.16.2016

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

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 6.21.2016</b>		
Public Safety: Sheriff, Administration: Clerk of the Board	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	
		<b>NO</b>	<b>X</b>

**REQUESTED MOTION OR ITEM TITLE:**

**To grant an alcoholic beverage license for package retail beer and wine sales Lindsey Martin of MSO Water Systems, Inc, d/b/a as Five Points Store Inc. located at 8091 Burkhalter Road Statesboro**

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

*There is no apparent reason to deny the application. Approval is recommended.*

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

<b>APPROVED FOR AGENDA</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>		<b>YES</b>		<b>YES</b>		<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	<i>OB</i>	<b>INITIAL</b>	<i>Jfa</i>	<b>INITIAL</b>	<i>[Signature]</i>
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	<i>6.15.16</i>	<b>DATE</b>	<i>6/16/16</i>	<b>DATE</b>	<i>6.16.16</i>

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

# Bulloch County Sheriff's Office



**Lynn M Anderson**  
Sheriff

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

---

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

NAME: LINDSAY ROBERT MARTIN

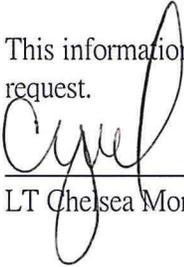
BUSINESS: FIVE POINTS STORE INC

LOCATION: 8091 BURKHALTER RD

CRIMINAL HISTORY: NO CRIMINAL HISTORY

RESIDENCY: INSIDE BULLOCH COUNTY

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

  
\_\_\_\_\_  
LT Chelsea Morgan

6-9-16  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY PUBLIC

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 6.21.2016</b>		
Public Safety: Sheriff, Administration: Clerk of the Board	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	
		<b>NO</b>	<b>x</b>

**REQUESTED MOTION OR ITEM TITLE:**

**To grant an alcoholic beverage license for package retail beer and wine sales to Phillip, Connie, Jimmy, and Beverly Sumner of Sumner Brothers LLC, d/b/a Pojo's Country Store #5 located at 4355 Country Club Road Statesboro**

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

*There is no apparent reason to deny the application. Approval is recommended.*

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

<b>APPROVED FOR AGENDA</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>		<b>YES</b>		<b>YES</b>		<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	<i>OB</i>	<b>INITIAL</b>	<i>J/a</i>	<b>INITIAL</b>	<i>[Signature]</i>
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	<i>6.16.16</i>	<b>DATE</b>	<i>6/16/16</i>	<b>DATE</b>	<i>6.16.16</i>

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

# Office of the Sheriff

SHERIFF  
LYNN M. ANDERSON



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

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

NAME: Phillip, Connie, Jimmy, Beverly Sumner

BUSINESS: PO Jo's #5

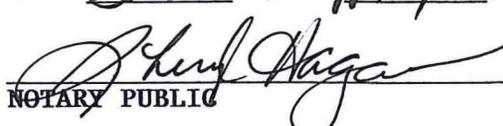
LOCATION: 4355 Country Club Rd  
Statesboro, GA

CRIMINAL HISTORY: OK

RESIDENCY: OK

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

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

This 26 Day of MAY, 2008  
  
NOTARY PUBLIC

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

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 6.21.16</b>		
Administration: Clerk of the Board	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	
		<b>NO</b>	<b>X</b>

**REQUESTED MOTION OR ITEM TITLE:**

To appoint Lauren Fortenberry and Janet Burke to the Statesboro Library Regional Board.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

The Library Board will have 2 vacancies effective July 2016 and are asking the Board to appoint the above applicants.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	<i>Ob</i>	INITIAL	<i>Q/n</i>	INITIAL	<i>e</i>
DATE		DATE		DATE		DATE	6.15.16	DATE	6/16/16	DATE	6.16.16

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

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 6.21.16</b>		
Administration: Clerk	<b>RESOLUTION ATTACHED?</b>	YES	
		NO	<b>x</b>

**REQUESTED MOTION OR ITEM TITLE:**

To appoint Mary K. Woods to the Coastal Regional Commission Aging Services Advisory Council.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

Mrs. Woods will fulfill a term of 7/1/2016 through 6/30/2019. This Commission serves 10 counties and is a three year term. Membership of the Advisory Council consists of persons 60 years of age, consumers, aging advocates, other interested individuals and local elected officials.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	<b>x</b>	YES	<b>✓</b>	YES	<b>✓</b>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL odg		INITIAL <i>Q/a</i>		INITIAL <i>[Signature]</i>	
DATE		DATE		DATE		DATE 6.15.16		DATE 6/16/16		DATE 6.16.16	

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

## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) June 21, 2016							
Probation/Legal				RESOLUTION ATTACHED? (Box 3)		YES	NO				
REQUESTED MOTION OR ITEM TITLE (Box 4)				<p>Approval of Contract by and between Bulloch County and the State Court of Bulloch County for Probation Services</p>							
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
<p>In order to comply with statutory requirements and the rules of the County and Municipal Probation Advisory Council, the County must have a contract for the provision of probation services through the County's Probation Department with the State Court of Bulloch County. The attached updated contract increases fees for intensive, supervised, and unsupervised probation from \$31/month to \$35/month in order to adequately fund operational costs of the department. Approval is recommended.</p>											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)				BUDGETED ITEM? (7a)		YES	NO				
PUBLIC HEARING (6b)				ATTACH DETAILED ANALYSIS, IF NEEDED (7c)							
CONSENT (6c)		X		AMENDMENT REQUIRED? (7b)		YES	NO				
NEW BUSINESS (6d)											
OLD BUSINESS (6e)											
OTHER (6f)											
APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL <i>OB</i>		INITIAL <i>Jsa</i>		INITIAL <i>[Signature]</i>	
DATE		DATE		DATE		DATE 6/16/16		DATE 6/9/16		DATE 6-16-16	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN  
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND  
THE STATE COURT OF BULLOCH COUNTY**

This Agreement for probation services is entered into this 21<sup>st</sup> day of June, 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 the **STATE COURT OF BULLOCH COUNTY** (hereinafter the “Court”).

**WITNESSETH:**

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-100, the Court authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the Court and in accordance with Georgia law, the County established a probation system as a department of the County’s government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

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

1. The County’s Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County’s Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 503-1-.20 of the County and Municipal Probation Advisory Council (hereinafter the “Council”).
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 503-1-.26 of the Council; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.

4. Pursuant to Rule 503-1-.26 of the Council, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and Council policy.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by the Council, in accordance with Rule 503-1-.21(c) of the Council.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall also supervise persons on whom sentences have been imposed by the Court pursuant to O.C.G.A. § 42-8-100(c) and the execution of which may be stayed or suspended upon the completion of the terms of the sentence by the Defendant. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court.
7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.
8. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.
9. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.
10. The County's Probation Department shall provide quarterly probation activity reports to the Court and Council in accordance with Rule 503-1-.28 of the Council.
11. The County's Probation Department shall keep appropriate records in accordance with Rule 503-1-.29 of the Council.
12. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

13. The initial term of this Agreement shall commence upon July 1, 2016, and shall expire on June 30, 2017. Thereafter, this Agreement shall automatically renew for additional one-year terms on July 1, unless either party gives notice to the other party of an intent not to renew at least six (6) months prior to the expiration of the then-current term.

14. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.

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

STATE COURT OF BULLOCH COUNTY

BULLOCH COUNTY BOARD  
OF COMMISSIONERS

By: \_\_\_\_\_  
Gary L. Mikell  
Judge, State Court of Bulloch County

By: \_\_\_\_\_  
J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

EXHIBIT "A"  
FEE SCHEDULE

Intensive Supervision	\$35/month
Supervised Probation	\$35/month
Unsupervised Probation	\$35/month
Georgia Crime Victims Emergency Fund	\$9/month

## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) June 21, 2016									
Probation/Legal		RESOLUTION ATTACHED? (Box 3)		YES							
				NO	X						
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Approval of Contract by and between Bulloch County and the Superior Court of Bulloch County for Probation Services											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
In order to comply with statutory requirements and the rules of the County and Municipal Probation Advisory Council, the County must have a contract for the provision of probation services through the County's Probation Department with the Superior Court of Bulloch County. The attached updated contract increases fees for intensive, supervised, and unsupervised probation from \$31/month to \$35/month in order to adequately fund operational costs of the department. Approval is recommended.											
AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)									
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)						
			NO			YES					
					NO						
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)									
CONSENT (6c)	X										
NEW BUSINESS (6d)											
OLD BUSINESS (6e)											
OTHER (6f)											
APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	OS	INITIAL	osa	INITIAL	
DATE		DATE		DATE		DATE	6.16.16	DATE	6/9/16	DATE	6.16.16
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN  
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND  
THE SUPERIOR COURT OF BULLOCH COUNTY**

This Agreement for probation services is entered into this 21<sup>st</sup> day of June, 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 the **SUPERIOR COURT OF BULLOCH COUNTY** (hereinafter the “Court”).

**WITNESSETH:**

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-100, the State Court of Bulloch County authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the State Court of Bulloch County and in accordance with Georgia law, the County established a probation system as a department of the County’s government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

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

1. The County’s Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County’s Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 503-1-.20 of the County and Municipal Probation Advisory Council (hereinafter the “Council”).
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 503-1-.26 of the Council; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.

4. Pursuant to Rule 503-1-.26 of the Council, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and Council policy.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by the Council, in accordance with Rule 503-1-.21(c) of the Council.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall also supervise persons on whom sentences have been imposed by the Court pursuant to O.C.G.A. § 42-8-100(c) and the execution of which may be stayed or suspended upon the completion of the terms of the sentence by the Defendant. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court.
7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.
8. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.
9. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.
10. The County's Probation Department shall provide quarterly probation activity reports to the Court and Council in accordance with Rule 503-1-.28 of the Council.
11. The County's Probation Department shall keep appropriate records in accordance with Rule 503-1-.29 of the Council.
12. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

13. The initial term of this Agreement shall commence upon July 1, 2016, and shall expire on June 30, 2017. Thereafter, this Agreement shall automatically renew for additional one-year terms on July 1, unless either party gives notice to the other party of an intent not to renew at least six (6) months prior to the expiration of the then-current term.

14. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.

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

SUPERIOR COURT OF BULLOCH COUNTY

BULLOCH COUNTY BOARD  
OF COMMISSIONERS

By: \_\_\_\_\_  
William E. Woodrum, Jr.  
Chief Judge, Superior Court of Bulloch County

By: \_\_\_\_\_  
J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk

By: \_\_\_\_\_  
F. Gates Peed  
Judge, Superior Court of Bulloch County

By: \_\_\_\_\_  
John R. Turner  
Judge, Superior Court of Bulloch County

EXHIBIT "A"  
FEE SCHEDULE

Intensive Supervision	\$35/month
Supervised Probation	\$35/month
Unsupervised Probation	\$35/month
Georgia Crime Victims Emergency Fund	\$9/month

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: June 21, 2016

Buildings & Facilities

RESOLUTION ATTACHED?

YES

NO

X

REQUESTED MOTION OR ITEM TITLE:

Motion to enter into a professional services agreement with Lyon & Associates in the amount of \$13,500 to provide consultation services regarding the old DFACS building roof replacement/repair.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The old DFACS building currently has major leaking issues that is in dire need of repair. Lyon & Associates have recently provided consultation services on the Courthouse Roof repair. As such, their services are recommended for this roof repair as well.

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

**APPROVED FOR AGENDA**

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES	✓	YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL	CS	INITIAL	OS	INITIAL	Opu	INITIAL	mc
DATE		DATE		DATE	6.9.16	DATE	6.16.16	DATE	6/16/16	DATE	6.16.16

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

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		
OTHER		
		NOTES

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

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

This Agreement is entered into this 7<sup>th</sup> day of June, 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 Exhibit “A” attached hereto and incorporated herein as a part of this Agreement.
2. Items to be Furnished by the COUNTY: Assist the CONSULTANT by providing at his disposal all studies, reports, sketches, maps and other documents in possession of or accessible to the COUNTY required to ensure successful project completion.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice to proceed by the COUNTY to the CONSULTANT. CONSULTANT shall perform all services and provide all work product required pursuant 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 attachment attached hereto, provided that the total amount of payment to CONSULTANT shall not exceed \$13,500 (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  
Lyon & Associates  
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 7th day of June, 2016.

BULLOCH COUNTY

By: \_\_\_\_\_  
Thomas M. Couch, County Manager

Attest: \_\_\_\_\_  
Olympia F. Gaines, Clerk

(CONSULTANT)

By: Robert Lyon  
Robert Lyon / Owner  
Printed Name and Title

Attest: Therisa Lyon  
Therisa Lyon / Office Manager  
Printed Name and Title

Attachments: Scope of Services (Lyon & Associates Proposal: "Old DFAC Building Roof Replacement" dated May 19, 2016)

# Lyon & Associates

Roofing and Waterproofing Consultants

May 19, 2016

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

RE: Old DFAC Building Roof Replacement

Dear Mr. Hook:

Thank you for the opportunity to provide this proposal for consulting services. The Old DFAC Building Replacement project has an estimated total cost of \$145,000 +/- 20%.

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 7 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: Thirteen-thousand five hundred dollars (\$13,500). Please note that that this fee includes all travel related expenses.

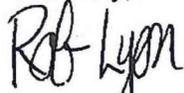
P.O. Box 722  
White Rock, SC 29177  
O: 803-386-0301  
F: 866-521-6257  
lyonandassociates.net

Sixty percent of the fee is assigned to preconstruction services. Forty 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](http://lyonandassociates.net)

**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

Old DFAC 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 June, 7<sup>th</sup>, 2016 in Lexington (city), SC (state).

Robert Lyon

Signature of Authorized Officer or Agent

Robert Lyon / Owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 7<sup>th</sup> DAY OF JUNE, 2016.

[Signature]

NOTARY PUBLIC

My Commission Expires:

8/21/2016

Kelly Gannon  
Notary Public For  
the State Of South Carolina  
Commission Expires  
August 21st, 2016



# CERTIFICATE OF LIABILITY INSURANCE

LYONA-1

OP ID: LJ

DATE (MM/DD/YYYY)  
06/07/2016

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

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

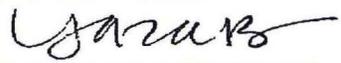
<b>PRODUCER</b> Hartsfield & Nash Agency, Inc. Post Office Box 1109 Wake Forest, NC 27588 Lorie Borrelli, CIC, AAI	<b>CONTACT NAME:</b> Lorie Borrelli, CIC, AAI
	<b>PHONE (A/C, No, Ext):</b> 919-556-3698 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Lorie@Hartsfield-Nash.com
<b>INSURED</b> Lyon and Associates LLC P O Box 722 White Rock, SC 29177	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A :</b> New Hampshire Insurance Co.      23841
	<b>INSURER B :</b> Hartford Insurance Company      29424
	<b>INSURER C :</b> Montgomery Insurance      14613
	<b>INSURER D :</b>
	<b>INSURER E :</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			BOP6869692	06/17/2016	06/17/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY			BOP6869692	06/17/2016	06/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			USO57144187	06/13/2016	06/13/2017	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			22WECCF6529	06/13/2016	06/13/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			44270359	06/08/2016	06/08/2017	ea occ 2,000,000 aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder but only when there is a written contract in place between the named insureds and the certificate holder that requires such status.

<b>CERTIFICATE HOLDER</b>  <b>BULL115</b>  Bulloch County Board of Commissioners c/o Country F: 912-764-8634 115 North Main Street Statesboro, GA 30458	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

**DEPARTMENT MAKING REQUEST (Box 1)**  
Recreation Department-Parks Division

**MEETING DATE (Box 2)** June 21, 2016

<b>RESOLUTION ATTACHED? (Box 3)</b>	<b>YES</b>	
	<b>NO</b>	x

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

Approve the bid of \$19,500.00 submitted by Statesboro Sight & Sound for the replacement of PA System and speakers on three buildings at Mill Creek Park(3 Field Complex, 4 Field Complex, 5 Field Complex).

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

See attached memo.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>					
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	x	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>	
			<b>NO</b>			<b>NO</b>	
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>					
<b>CONSENT (6c)</b>	✓						
<b>NEW BUSINESS (6d)</b>							
<b>OLD BUSINESS (6e)</b>							
<b>OTHER (6f)</b>							

**APPROVED FOR AGENDA (Box 8)**

<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	✓	<b>YES</b>		<b>YES</b>		<b>YES</b>	✓	<b>YES</b>	✓	<b>YES</b>	✓
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL</b>	MR	<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	DM	<b>INITIAL</b>	Jm	<b>INITIAL</b>	me
<b>DATE</b>	6/13/16	<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	6.16.16	<b>DATE</b>	6/16/16	<b>DATE</b>	6.16.16

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

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



## **Memorandum**

To: Mike Rollins, Director

From: Tony Morgan, Manager – Parks Division

Subject: PA System Replacement at Mill Creek

Date: June 13, 2016

We sent out bids for the PA System replacement at Mill Creek Park on May 26, 2016 with a bid opening on June 10, 2016. We sent out 4 bids to 4 different audio contractors in the surrounding area as well as placing an ad in the Statesboro Herald and advertised it on the county web site. We had a mandatory pre bid with 2 local contractors present. We received one bid from the invited contractors. The bid was received from Statesboro Sight & Sound for a total of \$19,500.00.

After reviewing the bid carefully I am confident Statesboro Sight & Sound will do Statesboro-Bulloch County Parks and Recreation Department a quality job. It is my recommendation that we award the bid to Statesboro Sight & Sound for the PA System replacement at Mill Creek Park.

If you have any questions, please let me know.

Tony Morgan

## Statesboro-Bulloch County Parks and Recreation Department

TO: Tom Couch, County Manager	
FROM: Mike Rollins, Director Parks and Recreation	
DATE: 6/13/2016	
<b>CHECKLIST FOR " Mill Creek PA System " BID</b>	
<b>ITEM</b>	<b>REMARK</b>
Bid opening date and time	June 10,2016 3:00pm
Location of bid opening	North Main Annex, Library
Staff present for bid opening	Wyley Brannen, Ed Nelson
Total number of bids sent out by request from advertisement or public notice	2
Total number of bids sent out by invitation from vendor lists	4
Date bid was advertised in the Statesboro Herald	May 26, 2016 Bulloch County Website May 26, 2016
Bid tabulation table attached	Included
Statement indicating the following: were all bids submitted by responsible vendors; did content meet standards for completeness and specifications; associated statements pointing out any discrepancies, substitutions or alternatives	Included
Recommendation as to which bid is most advantageous to the county	Included
Copy of bid package submitted to the vendor attached, including addenda attached	Included
Copy of bid form and any pertinent supplemental information received from each vendor attached	Included
Properly completed "Agenda Item Summary" attached	Included

## MEMORANDUM

Date: June 10, 2016  
To: Tom Couch  
From: Faye Bragg  
Subject: Bid Opening for Mill Creek PA System Replacement

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Sealed bids were opened in the Library/Conference Room 102 at 115 North Main Street on Friday, June 10, 2016 at 3:00pm for the PA System Replacement Bid for the Statesboro/Bulloch County Recreation Department.

Four (4) bids were e-mailed on May 26, 2016 as well as being posted on the County's website and an ad was run in the *Statesboro Herald*. Two (2) bids were e-mailed as requested during solicitation.

A mandatory pre-bid meeting was held on June 2, 2016 at 10:00am at the job site. Two (2) contractors were represented.

One (1) bid was received:

<b>Vendor</b>	<b>Total Cost</b>	<b>Vendor Declaration &amp; Non-Collusion Affidavit</b>	<b>General Liability Ins. Cert.</b>
Statesboro Sight & Sound	\$19,500.00	Yes	Yes

Bid opening attendees: Wyley Brannen, Ed Nelson and Faye Bragg.

The bid was turned over to Wyley Brannen for review.

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

BID FORM

Mill Creek Regional Park PA System Replacement

1. Total Bid Price for Complete Job: \$ 19,500.<sup>00</sup>  
This is a lump sum bid only.  
Bid price shall include material and installation per bid specifications.

2. Does your bid meet all of our specifications including terms and conditions? (If you answer no, provide exceptions on the Exceptions to Specifications sheet)

Yes  No

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

Yes  No

Name of Bidder: STATESBORO SIGHT & SOUND

Address: 607 BRANNEN ST. STE 6D

Phone: 912-764-7487 Fax: 480-393-5266

E-mail: shits@frontiernet.net

Signature: 

Title: PER.

Date: 6/8/16



**FORM A: NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF: GEORGIA

COUNTY OF: BULLOCH

Owner, Partner or Officer of Firm: TRACY WATERS

Company Name, Address, County and State: STATESBORO SIGHT AND SOUND  
607 BRANNEN ST. STE 6D  
STATESBORO, GA 30458

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME STATESBORO SIGHT AND SOUND

SIGNATURE x TRACY WATERS

TITLE PRES.

Subscribed and sworn to before me this 9<sup>th</sup> day of JUNE 2018

NOTARY PUBLIC TIMOTHY DREW HAWKINS



**FORM B: VENDOR DECLARATION**

The vendor understands, agrees and warrants:

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

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

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to June 10, 2016 but may not be withdrawn after such date and time for a period of 60 days.

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

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

If a partnership, a general partner must sign.

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

VENDOR: Stateboro Sight and Sound

[Signature] Name Title PREO.



\_\_\_\_\_  
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 9<sup>th</sup> day of JUNE 20 15.

NOTARY PUBLIC [Signature]



**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

579805  
EEV/Basic Pilot Program\* User Identification Number \_\_\_\_\_ Date \_\_\_\_\_

STATESBORO SIGHT & SOUND  
Name of Company \_\_\_\_\_

By: [Signature] \_\_\_\_\_ Date 6/8/16  
Authorized Officer or Agent (Contractor Name) \_\_\_\_\_

PRESIDENT  
Title of Authorized Officer or Agent of Contractor \_\_\_\_\_

TRACY WATERS  
Printed Name of Authorized Officer or Agent \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 9th DAY OF JUNE, 2015.  
[Signature]

Notary Public \_\_\_\_\_  
My Commission Expires: 12-15-17



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



# CERTIFICATE OF LIABILITY INSURANCE

SOUT-25

OP ID: KH

DATE (MM/DD/YYYY)

06/09/2016

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

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

<b>PRODUCER</b> Lee, Hill & Johnston Insurers 212 Savannah Avenue Statesboro, GA 30458-4935 Winfield John Lee	<b>Phone: 912-764-9896</b> <b>Fax: FAX 764-8980</b>	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Frankenmuth Mutual Insurance</td> <td>10984</td> </tr> <tr> <td>INSURER B:</td> <td>National Council on Compensat</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Frankenmuth Mutual Insurance	10984	INSURER B:	National Council on Compensat		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
<b>INSURED</b> Southern Home Theatre Sys Inc DBA Statesboro Sight & Sound 607 Brannen St., Ste 6D Statesboro, GA 30458																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CPP 6169199	09/12/2015	09/12/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA 6169199	09/12/2015	09/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BINDER	06/09/2016	06/09/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>BULLCTY</b>  Bulloch County Board of Comm 115 North Main Street Statesboro, GA 30458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**

**Meeting Date:** June 21, 2016

Finance and Human Resources

**Resolution Attached?**

Yes

No

X

**Requested Motion or Item Title:**

Purchase an enterprise level Finance and Human Resources software system from Tyler Technologies

**Summary / Background Attach Detailed Summary:**

The current software (SmartFusion) being used by the Finance and Human Resource Departments is no longer being supported and upgraded to meet the demands expected by citizens, employees and staff. Earlier in the year, County staff requested a demonstration from the leading local government software company, Tyler Technologies, to help in deciding whether to change software. The software offered by Tyler Technologies will increase operating efficiency and effectiveness by automating numerous human resource and finance functions. New features include: 1) an online employee portal for access to human resource information, 2) online accounting features allowing departments access to the database, 3) standardized time clock management, 4) enhanced reporting and analysis features, 5) CAFR building for quicker and less expensive audits, and many other features. It is anticipated that it will take approximately 9 months to convert the data from SmartFusion and begin using the software provided by Tyler Technologies. This item was budgeted in the FY17 Budget and starting this project is contingent on a bundled lease purchase agreement being approved by the Board of Commissioners in July 2016. The total cost will be approximately \$298,582. A copy of the contract is available for review. The City of Statesboro moved to a similar Tyler Technology product in spring 2016.

Agenda Category		Financial Impact Statement					
(Check One)		Budgeted Item?	Yes	X	Amendment or Transfer Required?	Yes	
			No			No	X
Presentation		Attach Detailed Analysis, If Needed:					
Public Hearing							
Consent	X						
New Business							
Unfinished Business							
Other							

### Agenda Item Review and Approval

Department Director		Purchasing Manager		Other		County Clerk		Staff Attorney		County Manager	
Yes	X	Yes		Yes		Yes	✓	Yes	✓	Yes	✓
No		No		No		No		No		No	
Initial	JAW	Initial		Initial		Initial	OP	Initial	9/16	Initial	✓
Date	6/15/16	Date		Date		Date	6.16.16	Date	6/16/16	Date	6.16.16

### Commission Action and Referral

Approved		Date to be Returned to Agenda:
Denied		Notes:
Deferred		



Quoted By: David Regnery  
 Date: 5/16/2016  
 Quote Expiration: 7/6/2016  
 Quote Name: Bulloch County-ERP-Munis  
 Quote Number: 2016-17328  
 Quote Description: Draft Quote

**Sales Quotation For**  
**Bulloch County**  
 20 Siebald Street  
 Statesboro, Georgia 30458  
 Phone 912-764-9009

**Tyler Software and Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One
<b>Financials:</b>						
Accounting/GL/BG/AP	\$29,000.00	17 @ \$1,275.00	\$21,675.00	\$8,200.00	\$58,875.00	
Purchasing	\$12,700.00	7 @ \$1,275.00	\$8,925.00	\$1,800.00	\$23,425.00	
Fixed Assets	\$7,700.00	4 @ \$1,275.00	\$5,100.00	\$3,000.00	\$15,800.00	
Cash Management	\$5,000.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$7,550.00	
<b>Payroll/HR:</b>						
Payroll w/ESS	\$16,100.00	13 @ \$1,275.00	\$16,575.00	\$18,800.00	\$51,475.00	
HR Management	\$7,700.00	5 @ \$1,275.00	\$6,375.00	\$0.00	\$14,075.00	
<b>Productivity:</b>						
Munis Analytics & Reporting	\$27,400.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$37,600.00	
Tyler Content Manager SE	\$14,000.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$19,100.00	
Tyler Forms Processing	\$7,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$7,500.00	
<b>Other:</b>						
CAFR Statement Builder	\$10,625.00	3 @ \$1,275.00	\$3,825.00	\$0.00	\$14,450.00	

**Tyler Software and Related Services**

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total
Tyler System Management Services Contract	\$0.00	0 @ \$1,275.00	\$0.00	\$0.00	\$0.00
Sub-Total:	\$137,725.00		\$80,325.00	\$31,800.00	\$249,850.00
<u>Less Discount:</u>	<u>\$13,773.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$13,773.00</u>
<b>TOTAL:</b>	<b>\$123,952.00</b>	<b>63</b>	<b>\$80,325.00</b>	<b>\$31,800.00</b>	<b>\$236,077.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount
AP/PR Check Recon Import	1	\$1,000.00	\$0.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00
Munis Admin & Security	2	\$1,275.00	\$0.00
Project Planning Services	1	\$5,000.00	\$0.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00
Tyler Forms Library - Financial	1	\$1,600.00	\$0.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00
Tyler Forms Processing Configuration	1	\$1,500.00	\$0.00

**TOTAL:**

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>		
<b>TOTAL:</b>				<b>\$1,650.00</b>		

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$123,952.00	\$6,235.00
Total Tyler Services	\$137,975.00	\$0.00

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
<b>Summary Total</b>	<b>\$263,577.00</b>	<b>\$6,235.00</b>
<b>Contract Total</b>	<b>\$269,812.00</b>	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$28,770.00	

# Accounts Payable

Accounts Payable makes it easy to monitor cash flow, manage disbursements, and reduce data entry duplication. This application integrates seamlessly with other Incode modules including General Ledger, Purchase Orders, Payroll, Bank Reconciliation, Fixed Assets, and Project Accounting as well as with Utility Billing, Business License, and Building Projects for refund check processing.

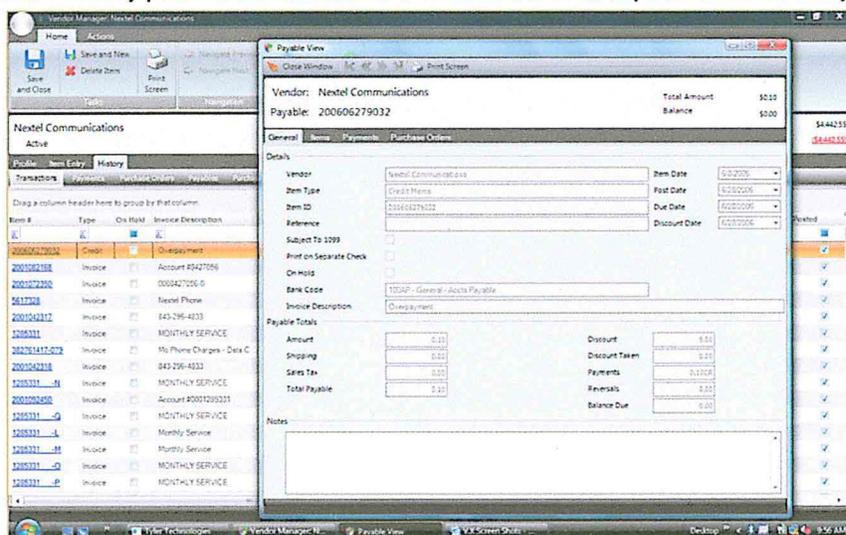
The Incode Accounts Payable helps automate and streamline the input and payment processing function and is fully integrated with the Purchase Order system or can operate on a stand-alone basis. Accounts Payable supports cash, accrual, and modified accrual-basis accounting and allows for invoices, debit memos, and credit memos to be processed in packets with a system maintained audit trail for integrity of input, edit, approval, and update of data. Integration with Incode Payroll allows for automatic creation of invoices for liabilities resulting from the payroll process. And, refunds from our Citizen Services applications automatically flow through to Accounts Payable for refund check processing.

Optional methods for handling payment processing include multiple bank accounts, designated disbursement fund, pooled cash account, or a combination thereof. Further, Accounts Payable provides multiple payment methods including check, bank draft and EFT as well as an automated process for reversing accounts payable checks.

Invoices can be distributed by percentage to accounts or by amounts entered by the user. A vendor template feature provides the ability to set up pre-defined sets of accounts and corresponding descriptions for vendors with recurring type invoices that are always expensed to the same General Ledger account numbers. The system internally generates all "due to" and "due from" entries to keep all funds in balance if an item is expensed to multiple funds.

Multiple types of 1099s are supported, as well as electronic filing requirements. A 1099 flag is available on both the vendor record and each transaction processed for the vendor. When checks have been issued, and files are updated, the vendor file is automatically updated for subsequent 1099 use. Users can actually print the contents of the 1099 fields in report format at any time, prior to the actual

production of the 1099s. In addition, the system provides the ability to pay an invoice out of the current calendar year before printing 1099s from the previous calendar year.



## Information & Reports

- Offers a variety of reporting options including open items, cash requirements, and check registers
- Includes the Open Item Report, which shows the funds the user specifies and filters the items on the report by a range of amounts.
- Exports report results to multiple formats including Microsoft® Word, Excel, and Access
- Creates a virtual “paperless office” using integrated Document Imaging functionality
- Provides inquiry and management tools for key vendor information
- Presents vendor transaction history in dynamic, configurable grids with powerful query tools and easy printing and data export functions
- Delivers comprehensive control of the payment process and cash requirements

## User Friendly

- Identifies duplicate invoice numbers
- The one-time vendor feature streamlines processing for invoices from vendors that are not set up in the system
- Allows unlimited user-defined fields to be added at the vendor level to accommodate unique information tracking needs

## Transaction Efficiency

- Manages bank reconciliation with electronic transfer of cleared items from customer’s bank
- Produces registers and audit reports necessary for a complete audit trail
- Allows for emergency check writing
- Displays outstanding purchase orders for a vendor during open item invoice entry
- Provides a status column to distinguish good checks, and voided checks
- Allows items to be expensed to a virtually unlimited number of accounts and funds
- Supports check writing from separate funds, a disbursement fund, or a pooled cash fund
- Allows automatic payment selection by due date or manual payment selection
- Provides add/edit functionality for General Ledger accounts and vendors during invoice processing

Number	Name	Status	Balance	Vendor Set	DSA Name	Contact Name	Fax	Business Phone	Business Fax	Class
1482	Reg Roy Co	Active	324.00	01	Reg Roy Co	Reg Roy Co	(856) 382-3000	(000) 000-0000		Sup
1187	Bankley County	Active	1,633.96	01	BC Clerk	BC Clerk	(000) 000-0000	(000) 000-0000		Court
1183	Business System	Active	1,102.00	01	Business System	Business System	(543) 552-7211	(000) 000-0000		Sevi
4312	Callaway Golf	Active	675.42	01	Callaway Golf	Callaway Golf	(800) 229-2767	(782) 204-4291		Retail
2302	Command Ulster	Active	315.62	01	Command Ulster	Command Ulster	(000) 000-0000	(000) 000-0000		Util
1934	Dillon-Chareston	Active	447.17	01	Dillon-Chareston	Dillon-Chareston	(843) 722-8281	(000) 000-0000		Sup
1996	Lowes Compans	Active	454.38	01	Lowes Compans	Lowes Compans	(000) 000-0000	(000) 000-0000		Sup
4675	MAT Bank - Roth	Active	273.03	01	MAT Bank - Roth	MAT Bank - Roth				Acc
2156	Nashel Commun	Active	4,442.58	01	Nashel Commun	Nashel Commun	(000) 000-0000	(000) 000-0000		City
4489	NYS Child Supp	Active	500.00	01	NYS Child Supp	NYS Child Supp	(000) 000-0000	(000) 000-0000		Tax&F
3833	CH2O CHLD SV	Active	893.52	01	SUMMIT COUNT	SUMMIT COUNT	(000) 000-0000	(000) 000-0000		Court
3793	TaylorMade Golf	Active	260.43	01	TaylorMade Golf	TaylorMade Golf	(800) 839-2552	(000) 000-0000		Retail
2772	Vico Safety Prod	Active	1,512.75	01	Vico Safety Pr	Vico Safety Pr	(000) 000-0000	(000) 000-0000		Cons
3079	Wal-Mart Commu	Active	328.84	01	Wal-Mart Commu	Wal-Mart Commu	(377) 218-1016	(000) 000-0000		Sup



# Employee Self Service

The Employee Self Service application offers a web-based module with full integration to Personnel Management. Self Service features include views and change requests for employee demographics, W-4s and leave. Additional features include benefit enrollment, as well as, benefit views and change requests.

Tyler offers Incode Employee Self Service (ESS), an integrated web application that includes a robust Time Entry solution. Time Entry features support automatic FLSA based overtime calculations according to user-specified overtime periods between 1 and 28 days.

Employees can enter time entry directly through the ESS web application with full integration with Incode Personnel Management. Time can be completed by individual employees or by an assigned delegate for a group of employees. Delegates may assign another individual to complete his/her duties while out on leave, if the need arises. A group approval screen allows approvers to easily identify the status of time for each employee, review in summary the time submitted, and approve the group as a whole.

## View or Update Personal Information

- Name
- Address
- Phone Numbers
- Dependents
- Contacts
- W-4 Information

## View Leave History

- Search by Date Range and Leave Type

## View Paycheck History

- Search by Date Range

## View Position History

## View Homepage

- Check Announcements, which may include links to documents and websites

## Online Administration - Accessible only by Administrator(s)

- Add/Edit/Delete Announcements
- Add/Edit/Delete Users
- Configure Online Display Options

Position	Date	Activity	Time	Approved	Accepted	Transferred	Rejected	Status	Description
LAW CLERK	08/14/2010	hourly	8.000 hours						
LAW CLERK	08/13/2010	hourly	8.000 hours						
LAW CLERK	08/12/2010	hourly	8.000 hours						
LAW CLERK	08/11/2010	hourly	8.000 hours						
LAW CLERK	08/10/2010	hourly	8.000 hours						

Position	Primary	Status	PTE	Start	End
LAW CLERK		Complete	1.00	11/20/2009 4:46:38 PM	

# Personnel Management

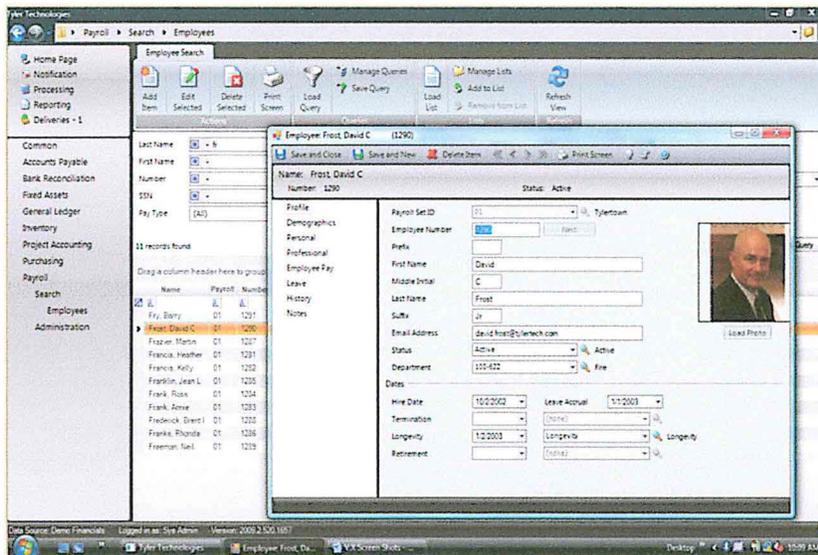
Incode Personnel Management provides users with a complete solution for tracking employee data and processing payroll without duplicate or excessive data entry. Personnel Management simplifies the ability to manage information such as position history, pay details, training and certification data, disciplinary actions, and dependent information. Personnel Management interfaces with Incode General Ledger, Budget Management, Accounts Payable, Distributed Time Entry, Project Accounting, and Bank Reconciliation.

The Incode Personnel Management system incorporates all the attributes of both a feature rich Payroll application and comprehensive Human Resources software. Tools are available that allow users to query and manage information at the employee level including personal data, position history, pay details, leave balances, FMLA events, equipment, workers compensation events, training, education, certification, and reviews.

Direct Deposit capabilities are supported allowing employees to designate an unlimited number of financial institutions and/or accounts for distribution of net pay. Leave tracking features include the ability to accrue standard holiday, sick, vacation, and comp time plus an unlimited number of other user defined leave categories for each employee.

Position Control allows you to manage personnel on a position basis and develop budgets for those positions and related information. Requirements for education, certification, equipment, testing, and

training can be assigned to positions. Benefit plans can also be defaulted to positions with the ability to change that when employee assignments are made. Flexible budgeting features give users the ability to develop budgets for future events and multiple scenarios, each utilizing a different set of assumptions. Information about dependents may also be tracked, including name, relationship, social security number, birth date, age, benefit eligibility flag, mailing address, home and work phone numbers.



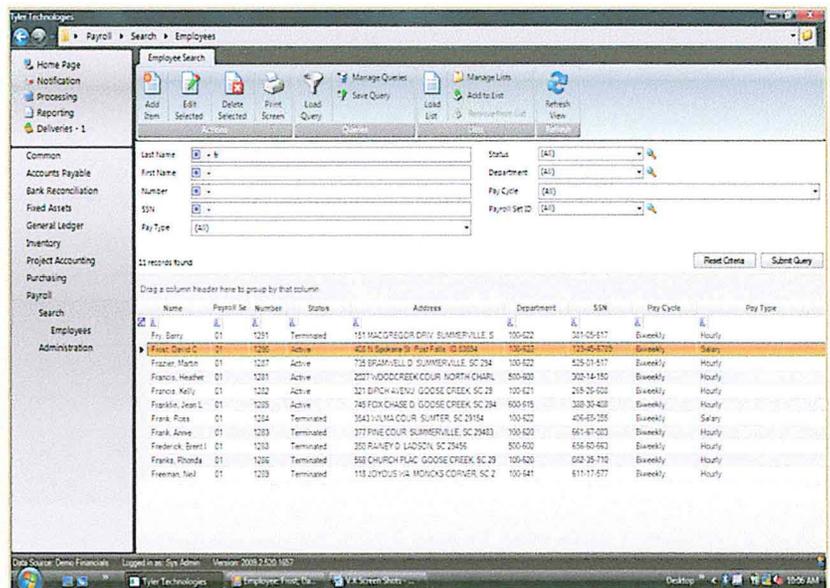
An Incode Time Clock Interface is available in a Kronos or Generic format that allows users to import data into the Incode Personnel Management module. In addition, the Incode Distributed Time Entry software fully integrates with the Personnel Management module.

## Information & Reports

- Produces monthly, quarterly, and year-end reports as required for workers' compensation, insurance, tax withholding, and FICA
- Maintains addresses, dependents, emergency contacts, W-2 and I-9 information, training, licenses, education, medical information, pay scales, benefits, disciplinary actions, grievances, and reviews
- Tracks and ensures compliance with certification or training required and completed for each employee
- Manages accident and injury claims covered by workers' compensation, including OSHA reportable events
- Reports employer's liability for accrued benefits at fiscal year end
- Prints 941 forms with an overlay
- Prints payroll forms, letters, and more from Word templates

## User Friendly

- Provides complete security and user-specific restrictions with permissions applied at the department level
- Provides effective tools for monitoring compliance with FLSA and FMLA requirements
- Easily identifies important dates on employee records through an alerting process
- Allows for efficient scheduling by groups of employees for training, testing or reviews
- Generates and prints user-defined forms, letters, etc., from Microsoft Word® templates
- Allows multiple payroll sets to accommodate processing for entities with separate taxpayer ID numbers



The screenshot displays the Tyler Technologies payroll software interface. The main window is titled "Employee Search" and shows a list of 11 records found. The interface includes a search bar, a list of columns (Name, Payroll Set, Number, Status, Address, Department, SSN, Pay Cycle, Pay Type), and a table of employee records. The table has columns for Name, Payroll Set, Number, Status, Address, Department, SSN, Pay Cycle, and Pay Type. The records are as follows:

Name	Payroll Set	Number	Status	Address	Department	SSN	Pay Cycle	Pay Type
Fraser, Barry	01	1231	Terminated	151 MACCREGOR DRIV SUMMERVILLE, S	100-022	221-05-617	Biweekly	Hourly
Francis, Martin	01	1237	Active	725 SPAINBELL DR SUMMERVILLE, SC 29584	100-042	616-25-517	Biweekly	Hourly
Francis, Heather	01	1231	Active	2027 WOODCREEK COUR NORTH CHARL	600-000	305-14-180	Biweekly	Hourly
Francis, Kelly	01	1232	Active	321 BIRCH AVENUE GOOSE CREEK, SC 29	100-021	215-20-022	Biweekly	Hourly
Frankie, Jean L.	01	1235	Active	745 FOXCHASE D GOOSE CREEK, SC 294	600-015	308-30-622	Biweekly	Hourly
Frank, Ross	01	1234	Terminated	3541 VOLUNA COUR, SUMTER, SC 29154	100-022	406-05-205	Biweekly	Salary
Frank, Anne	01	1233	Terminated	377 PINE COUR, SUMMERVILLE, SC 29433	100-020	661-07-003	Biweekly	Hourly
Frederick, Brent L.	01	1232	Terminated	300 RAINEY D LADSON, SC 29495	600-000	636-00-993	Biweekly	Hourly
Franks, Rhonda	01	1236	Terminated	588 CHURCH FLAG, GOOSE CREEK, SC 29	100-020	042-25-712	Biweekly	Hourly
Freeman, Neil	01	1239	Terminated	113 JONDOLV HIR MORNINGS CORNER, SC 2	100-041	611-11-577	Biweekly	Hourly

## Transaction Efficiency

- Includes emergency check writing capabilities and automated check reversal process
- Offers flexible leave tracking features including standard as well as user-defined leave types, accrual calculations based on length of service or hours, multiple accrual cycles, leave rollover functionality, and validation of leave availability during payroll processing
- Controls viewing of Social Security numbers by security code.
- Creates user-defined checklists quickly and easily including hire checklist, annual review, and termination checklist



## Bulloch County Board of Commissioners Agenda Item Summary

<b>Department Making Request:</b>	<b>Meeting Date:</b> June 21, 2016		
County Manager	<b>Resolution Attached?</b>	<b>Yes</b>	<b>X</b>
		<b>No</b>	

**Requested Motion or Item Title:**

Approve a resolution setting the Rural Fire District fees for FY17

**Summary / Background Attach Detailed Summary:**

The annual fee for the Rural Fire District is set by resolution each year by the Board of Commissioners. The fee for FY17 is set as follows: Residential Structures - \$53 and Businesses - \$75. The fee is the same as FY16.

Agenda Category	Financial Impact Statement					
(Check One)	Budgeted Item?	Yes	X	Amendment or Transfer Required?	Yes	
		No			No	X
<b>Presentation</b>		<b>Attach Detailed Analysis, If Needed:</b>				
<b>Public Hearing</b>						
<b>Consent</b>	X					
<b>New Business</b>						
<b>Unfinished Business</b>						
<b>Other</b>						

Agenda Item Review and Approval											
Department Director		Purchasing Manager		Other		County Clerk		Staff Attorney		County Manager	
Yes	X	Yes		Yes		Yes	✓	Yes	✓	Yes	✓
No		No		No		No		No		No	
Initial	JAW	Initial		Initial		Initial	DD	Initial	Op	Initial	[Signature]
Date	6/15/16	Date		Date		Date	6.16.16	Date	6/16/16	Date	6.16.16

Commission Action and Referral	
<b>Approved</b>	<b>Date to be Returned to Agenda:</b>
<b>Denied</b>	<b>Notes:</b>
<b>Deferred</b>	

**STATE OF GEORGIA COUNTY  
OF BULLOCH**

**The Bulloch County Board of Commissioners**

**Resolution # 2016 -**

WHEREAS, Article IX, Section II, Paragraph VI of the Georgia Constitution of 1983 provides that special districts may be created for the provision of local government services within such districts; and

WHEREAS, Article IX, Section II, Paragraph VI of the Georgia Constitution of 1983 further provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, Article IX, Section II, Paragraph VI of the Georgia Constitution of 1983 further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by municipal or county ordinance or resolution; and

WHEREAS, by resolution adopted on May 6, 2003, the Bulloch County Board of Commissioners established the current Statesboro Fire Tax District for which fire protection services are currently provided by the City of Statesboro's Fire Department through an intergovernmental agreement between Bulloch County and the City of Statesboro; and

WHEREAS, the Statesboro Fire Tax District consists of those areas in the unincorporated area of Bulloch County that are within a five-mile driving distance from the City of Statesboro's fire stations as required by the Insurance Services Office (ISO) for a property to receive the same ISO rating as provided in the City of Statesboro; and

WHEREAS, by Resolution 2008-23 adopted on July 15, 2008, as amended by Resolution 2009-7 adopted on April 7, 2009, and as further amended by Resolution 2012- 18 adopted on July 2, 2012, the Bulloch County Board of Commissioners established the Rural Fire District for which fire protection services are currently provided by Bulloch County's Fire Department, which Rural Fire District consists of those areas of the unincorporated area of Bulloch County that are outside the current Statesboro Fire Tax District and those areas of Bulloch County located within the municipalities of Brooklet, Portal, and Register; and

WHEREAS, Resolution 2008-23, as amended, provides that the governing authority shall annually assess a fee upon each Parcel in the Rural Fire District upon which is located a Business Premises or a Residential Structure (as those terms are defined in Resolution 2008-23, as amended), except that no fee shall be assessed upon any Parcel that is exempt from ad valorem taxation or upon a Parcel on which is located a manufactured home or mobile home that is not receiving a homestead exemption; and

WHEREAS, Resolution 2008-23, as amended, further provides that if more than one Residential Structure or Business Premises is located on a Parcel, then the amount of such fee shall be assessed against all Residential Structures or Business Premises; and

WHEREAS, Resolution 2008-23, as amended, further provides that a fee in the same amount as that assessed on a Parcel with a single Residential Structure shall also be assessed on each manufactured home or mobile home that meets the definition of a Residential Structure but is not receiving a homestead exemption; and

WHEREAS, Resolution 2008-23, as amended, further provides that the fee assessed on each Business Premises shall be higher than the fee assessed on each Residential Structure; and

WHEREAS, Resolution 2008-23, as amended, further provides that the cumulative amount of such fees shall approximate the total cost of providing fire protection services in the Rural Fire District for the fiscal year for which the fees are assessed; and

WHEREAS, Resolution 2008-23, as amended, further provides that the fire fees so assessed shall be included on the tax bill for each Parcel or, in the case of a manufactured home or mobile home that meets the definition of a Residential Structure but is not receiving a homestead exemption, on the tax bill for the manufactured home or mobile home, and that the fees shall be collected by the Bulloch County Tax Commissioner;

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

1. The annual fee for the Rural Fire District on Residential Structures, including manufactured homes or mobile homes that meet the definition of a Residential Structure but are not receiving a homestead exemption, is hereby established as Fifty-three Dollars and No/100 (\$53.00) for the fiscal year ending on June 30, 2017.

2. The annual fee for the Rural Fire District on Business Premises is hereby established as Seventy-five Dollars and No/100 (\$75.00) for the fiscal year ending June 30, 2017.

3. The Bulloch County Tax Commissioner is hereby authorized to include such fees on the 2016 tax bills for Parcels in the Rural Fire District on which are located Residential Structures (other than non-homesteaded manufactured homes or mobile homes) or Business Premises, and on the 2017 tax bills for non-homesteaded manufactured homes or mobile homes in the Rural Fire District, in accordance with the above recitals and Resolution 2008-23, as amended.

Resolution Approved and Adopted this 21<sup>st</sup> day of June, 2016.

**Board of Commissioners of  
Bulloch County, Georgia**

By: \_\_\_\_\_  
J. Garrett Nevil, Chairman

Attest: \_\_\_\_\_  
Olympia Gaines, Clerk