



# **BULLOCH COUNTY BOARD OF COMMISSIONERS**

**AGENDA • SEPTEMBER 6, 2022**

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**Regular Meeting**

**North Main Annex Community Room**

**5:00 PM**

**115 North Main St, Statesboro, GA 30458**

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**I. CALL TO ORDER, WELCOME MEDIA AND VISITORS**

**RESOURCE PERSON/FACILITATOR:** Chairman Thompson

**II. INVOCATION AND PLEDGE**

**RESOURCE PERSON/FACILITATOR:** Commissioner Deal

**III. ROLL CALL**

**RESOURCE PERSON/FACILITATOR:** Clerk of the Board

**IV. PRESENTATION**

1. Parks & Recreation Presentations

**V. APPROVAL OF ZONING AGENDA**

**RESOURCE PERSON/FACILITATOR:** Chairman Thompson

1. The Georgia Transmission Corporation has submitted an application for a conditional use to allow a Commercial Cryptocurrency Mining operation. The property is located at 5634 Hwy. 119 North.
2. Wayman E. Shuman has submitted an application to rezone 60.2 acres from AG-5 to R-25 (residential 25,000 sq. ft.) to allow for the development of a single-family subdivision. The property is located on Shuman Road and Old River Road.
3. Michael Hendrix, on behalf of Carol Hendrix Estates, has submitted an application for a conditional use to allow a Manufactured Home to be placed on a R-40 parcel. The property is located at 3712 W.C. Hodges Road.
4. Theron J. Rushing Jr. has submitted an application for a conditional use to allow a 15 acre surface mine as defined by Natural Resources Development with the Bulloch County Zoning Ordinance. The property is located on Cypress Lake Road between Lotts Creek Bridge and John R. Coleman Road.
5. Sharelle Crawford-Ervin has submitted an application for a conditional use to allow a Manufactured Home to be placed on a R-25 parcel. The property is located at 1929 Hightower Road.
6. John Cone has submitted an application for a conditional use to allow a Commercial Cryptocurrency Mining operation. The property is located at 5634 Hwy. 119 North.

**VI. APPROVAL OF GENERAL AGENDA****RESOURCE PERSON/FACILITATOR:** Chairman Thompson**VII. PUBLIC COMMENTS****RESOURCE PERSON/FACILITATOR:** Audience**VIII. CONSENT AGENDA****RESOURCE PERSON/FACILITATOR:** Chairman Thompson

1. Minutes Approval: Tuesday August 16th, 2022 08:30 AM
2. Minutes Approval: Tuesday August 16th, 2022 06:00 PM
3. Minutes Approval: Friday August 26th, 2022 08:30 AM
4. Executive Session Minutes of Aug 26, 2022
5. 2431: Motion to approve acceptance of a Georgia Recreation and Park Association (GRPA) BOOST Grant Award for 2022-2023.
6. 2434: Motion to purchase hardware for the 911 Telephone System Refresh.
7. 2446: Motion to approve the purchase of a Stryker Stretcher in the amount of \$25,279.83.
8. 2447: Motion to approve the purchase of four (4) Motorola APX 6000 portable radios in the amount of \$23,634.27.
9. 2448: Motion to Approve the purchase of two(2) Case IH Farmall 105A Tractors and two (2) Modern Ag 15' Predator Mowers from Tidewater Ag & Construction in the Amount of \$158,000.00.
10. 2451: Motion to approve an internet agreement with Bulloch Solutions for the Bulloch County Extension Office.
11. 2456: Motion grant an alcoholic beverage license for retail beer and wines sales to Jigneshkuma V. Patel, Jalaram 12 LLC, located at 3180 US Highway 25 Statesboro, Georgia 30461
12. 2457: Motion to approve the purchase of additional arena panels and gates for Ag Complex from Priefert Rodeo & Equipment in the amount of \$27,781.28.
13. 2458: Motion to approve a bid and enter into a contract with Mid-State Striping, Inc., for road restriping and sign replacements on approximately 35 miles of County roads, in the amount of \$227,873.87, to be funded by TSPLOST.
14. 2460: Motion to purchase two xray scanners for \$54,506.25 with a budget of \$60,000.
15. 2461: Motion grant an alcoholic beverage license for retail beer and wines sales to Remeschandra Patel, Neel 2022 LLC, located at 21196 US Highway 80 E Statesboro, Georgia 30461.

**IX. NEW BUSINESS****RESOURCE PERSON/FACILITATOR:** County Engineer



1. 2459: Motion to approve a contract with Maxwell-Reddick and Associates, Inc., in the amount of \$58,800 to perform surveying and engineering design services for the Josh Smith Road Paving Project, to be funded by TSPLOST.
2. 2462: Discussion and/or Action: Motion to approve a change order with EMC Engineering in the amount of \$5,500 to relocate a drainage easement on the Hood Road Paving Project.

**X. COMMISSION AND STAFF COMMENTS**

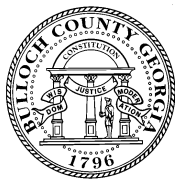
**RESOURCE PERSON/FACILITATOR:** Chairman Thompson et al

**XI. EXECUTIVE SESSION- PERSONNEL**

**RESOURCE PERSON/FACILITATOR:** Chairman Thompson

**XII. ADJOURN**

**RESOURCE PERSON/FACILITATOR:** Chairman Thompson



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**

**Zoning**

**Meeting Date: September 6, 2022**

**Requested Motion or Item Title:**

The Georgia Transmission Corporation has submitted an application for a conditional use to allow a Commercial Cryptocurrency Mining operation. The property is located at 5634 Hwy. 119 North.

**Summary / Background Attach Detailed Summary:**

See attached departmental review.

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

Review:

James Pope    Pending

Brad Deal    Pending

Board of Commissioners    Pending    09/06/2022 5:00 PM

Patrick Patton Pending

Tom Couch    Completed    08/24/2022 9:08 AM

Jeff Akins    Completed    08/24/2022 9:10 AM

Cindy Steinmann    Completed    08/24/2022 9:18 AM

Olympia Gaines    Completed    08/31/2022 10:02 AM

# Bulloch County Departmental Review

<b>Agenda Item:</b>	1	<b>Meeting Date:</b>	September 6, 2022 (BOC)
<b>Application #:</b>	USE-2022-00023	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	The Georgia Transmission Corporation has submitted an application for Conditional Use to allow a Commercial Cryptocurrency Mining operation. The property is located at 5634 Hwy 119 North. Greg Proctor will be acting agent.		
<b>Planning and Zoning Recommendation</b>	Recommends approval with conditions by 3-1 vote.		
<b>Staff Recommendation</b>	Recommends approval of the request with conditions included in staff report.		

<b>Applicant:</b>	Georgia Transmission Corp.	<b>Current Zoning:</b>	AG-5
<b>Location:</b>	5634 Highway 119 North	<b>Requested Zoning:</b>	AG-5
<b>Map #:</b>	195 000008 001	<b>Total Acres:</b>	5.46
<b>Future Land Use:</b>	AG-5		
<b>Directions to Property:</b>	From Statesboro take US Highway 80 until you get to Stilson. Make a left onto the GA 119 connector, follow GA 119 connector until you pass Mud Road. Property will be immediately on your left.		

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

# Bulloch County Departmental Review

or location of buildings or other structures on neighboring properties?			
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

## LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property is located in the Rural-Neighborhood character area.

**Existing Land Use Pattern:** There are primarily rural residential, and agricultural uses at adjacent and nearby properties. An electrical utility substation is located on the applicant property.

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

**Neighborhood Character:** There is no evidence that the proposed use will injure or detract from existing neighborhoods if conditions are met for the development.

**Property Values:** There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property is maintained and ordinances/conditions are adhered to. However, failure to enforce any property standards is likely to result in stagnant or lower property values.

## WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and individual well approval as required by the County Health Department. Soil types located on property are adequate for septic tank installation.

## SOLID WASTE IMPACT

None expected.

## ENVIRONMENTAL IMPACT

No impact is expected.

## FIRE SERVICE

Fire service is available within 5.6 miles (response time 8 minutes) from the Stilson Fire Department. No additional resources are required.

## TRAFFIC IMPACT

The capacity and general condition of the road accessing the parcel is good. GA Hwy 119 is a state maintained paved road.

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

The proposed use will not create a significant traffic impact. Currently, all drainage is natural. The accessways/driveways to the site should have proper roadside drainage measures.

## E-911 AND EMERGENCY MANAGEMENT IMPACT

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

# Bulloch County Departmental Review

## LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 25 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

## FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed conditional use of a commercial cryptocurrency mining operation.

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

1. The building area located within security fencing shall be gravel or similar all weather surface material so as to prevent vegetative growth.
2. Site access from GA Highway 119 shall be an all weather surface
3. A driveway permit will be required by the Georgia Department of Transportation.
4. One (1) office structure will be allowed and shall require a separate permit from the Development Services Division. Mobile office structures are allowed.
5. Any office structure shall be located within the perimeter fencing of the mining operation.
6. An occupational tax certificate shall be required from Development Services permit office prior to a certificate of occupancy being issued.
7. All solid waste receptacles shall be placed on concrete foundations and screened from view from the street and adjacent parcels by an opaque fence at a height that is no less than the height of the receptacle.
8. All lighting must be downcast and shall not produce glare or a nuisance to the surrounding properties.
9. No signage shall be permitted with exception to that required by the Bulloch County Zoning Ordinance for the proposed use.
10. Expansion of any new or existing structures to accommodate the proposed uses will require application for a new conditional use. Structures as represented by the applicant sketch shall be deemed the approved number of structures upon legislative approval.

### Participants

Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director

# Bulloch County Departmental Review

Current Zoning Map



Attachment: 1-Georgia Transmission Corp. USE 2022-00023 (Georgia Transmission Corporation Conditional Use Request)



# Bulloch County Departmental Review

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Aerial Photo of Parcel



Attachment: 1-Gorgia Transmission Corp. USE 2022-00023 (Georgia Transmission Corporation Conditional Use Request)

## Bulloch County Departmental Review

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# Bulloch County Departmental Review

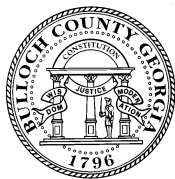
## Applicant Provided Site Plan



## Bulloch County Departmental Review

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## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Zoning**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

Wayman E. Shuman has submitted an application to rezone 60.2 acres from AG-5 to R-25 (residential 25,000 sq. ft.) to allow for the development of a single-family subdivision. The property is located on Shuman Road and Old River Road.

**Summary / Background Attach Detailed Summary:**

See attached departmental review

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

**Review:**

James Pope     Pending

Tom Couch     Pending

Jeff Akins     Pending

Brad Deal     Pending

Board of Commissioners     Pending     09/06/2022 5:00 PM

Patrick Patton Pending

Cindy Steinmann     Completed     08/30/2022 10:49 AM

Olympia Gaines     Completed     08/31/2022 10:03 AM



# Bulloch County Departmental Review

<b>Agenda Item:</b>	2	<b>Meeting Date:</b>	September 6, 2022 (BOC)
<b>Application #:</b>	RZNE-2022-00046	<b>Application Type:</b>	Rezoning
<b>Request:</b>	Wayman E. Shuman has submitted an application to rezone 60.2 acres from AG-5 to R-25 (residential 25,000 sq. ft.) to allow for the development of a single-family subdivision. The property is located on Shuman Road and Old River Road.		
<b>Planning and Zoning Recommendation</b>	Recommends denial by unanimous vote.		
<b>Staff Recommendation</b>	Recommends denial of the request based the Comprehensive Plan's Future Development Map current designation of the property as rural-open space.		

<b>Applicant:</b>	Wayman E. Shuman	<b>Acres in Request:</b>	60.2
<b>Location:</b>	Old River RD. Prior to Shuman RD	<b>Existing Lots:</b>	1
<b>Map #:</b>	183 000002 000	<b>Requested Lots:</b>	93
<b>Development Name:</b>		<b>Current Zoning:</b>	AG-5
<b>Future Land Use:</b>	Residential	<b>Requested Zoning:</b>	R-25
<b>Directions to Property:</b>	From Statesboro take GA Hwy 24 to Old River Road South for approx. 11 miles. At the stop sign turn right, continue south for approximately 7 miles. After you pass Shearhouse Landing Road, the property will be on your right hand in approximately one quarter of a mile.		

Rezone Standards		Yes	No	Comment
(1)	Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	X		
(2)	Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3)	Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	
(4)	Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	
(5)	Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?		X	

Attachment: 2. Wayman E. Shuman RZNE-2022-00046 (Wayman E. Shuman Rezone Request)





## Bulloch County Departmental Review

(6)	Will the use be consistent with the purpose and intent of the proposed zoning district?		X	
(7)	Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	
(8)	Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

### Land Use Planning Impact

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for the Rural Open Areas.

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

**Zoning Patterns and Consistency:** The proposed change appears to be inconsistent with the zoning patterns in the nearby area and/or future develop map of Bulloch County.

**Neighborhood Character:** There is no evidence that the proposed change in use may injure or detract from existing parcels.

**Negative Impact:** The level of density proposed with this development is out of character for this location according to the present future development map in this area of the County.

Zoning Density Analysis					
Current Density		0.2 units per acre	Future Land Use Map Density (gross)		
			Rural-Open Space		0.2 units per acre
Proposed Density		1.4 units per acre	Rural-Neighborhood		1.0 units per acre
			Suburban-Neighborhood		2.0 units per acre
Density Alternative Analysis					
Zoning	Gross Density: 68.95 acres <sup>1</sup>	Net Density: 65.55 acres <sup>2</sup>	Estimated Lot Yield: Max. Gross Density	Estimated Lot Yield: Max. Net Density	Net Lot Yield With 10% Density Bonus
AG-5	0.2 units per acre		13	13	14
R-80	0.537 units per acre		37	35	38
R-40	1.088 units per acre		75	71	78
R-25	1.741 units per acre		120	114	125

<sup>1</sup> Gross density calculates total acreage less the estimated land needed for public dedication.

<sup>2</sup> Net density calculates total acreage less areas which cannot be developed due to environmental constraints (wetlands) and the estimated land needed for public dedication.

### Fiscal/Economic Impact

**Fiscal Analysis:** Using the Envision Tomorrow Regional Fiscal Impact Tool 3.4, and based on 97 single-family housing units (2.4 persons per unit) valued at \$250,000 per parcel, it is estimated



## Bulloch County Departmental Review

that after a 7-year build out public expenditures will exceed revenues by \$515,929 (\$480,121 in total expenditures v. \$1,136,661 in total revenues).

**Negative Impact:** Cost of public service expenditures is expected to be greater than revenues.

### School Impact

**Student Enrollment Created by New Development:** School impact is anticipated. A minimum of 65 new students in the Southeast Bulloch High School Feeder district.

**Negative Impact:** The Southeast Bulloch High School feeder system is already at or near capacity.

### Water / Sewer Impact

**Water System:** A privately-owned, public system meeting state EPD standards will be required.

**Sewerage:** Septic tank installation approval is required by the County Health Department.

**Neutral Impact:** Soil type (Lakeland sand LpB) and pose slight to moderate limitations for septic tanks and filters.

### Solid Waste Impact

**Nearest Existing Solid Waste and Recycling Centers:** Brooklet-Leefield Recycling Center

**Waste Generation Estimate:** 238.02 tons annually.

**Neutral Impact:** Private collection services are available. No significant impact on the County's Solid Waste Management Plan or Ordinance requirements is expected.

### Environmental Impact

**Wetlands and Flood Zones:** Development as proposed assumes disturbance mitigation for 0.0 acres of wetland areas and/or flood zone areas.

**Stormwater:** The impervious surface ratio based on the proposed number of lots and use is expected to be 12-15%.

**Aquifer Recharge Areas:** There are no known areas affected.

**Water Supply Watersheds:** There are no known watersheds affected.

**River Corridors:** There are no known corridors affected.

**Air:** This project is not expected to create an air pollution nuisance.

**Soils:** Soil type is primarily Lakeland sand (LbP) and poses slight to moderate limitations for septic tanks and filters, and roadways.

**Historic or Archeological Resources:** There are no known resources affected.

**Resources of Regional or Statewide Importance:** No Development of Regional Impact study was required or performed.

**Neutral Impact:** Negative impacts needing to be addressed are erosion and pollutants from runoff issues. A stormwater management plan and Hydrology Study is recommended, if approved.

### Traffic and Road Infrastructure Impact

**ITE Trip Generation Rate:** 9.4 per household or 911.8 trip ends per day.

**Proposed Road Construction in Development:** Internal public roads meeting county standards are proposed for the development.



## Bulloch County Departmental Review

**Parking:** On-site parking is permitted pursuant to the zoning code for residential districts. There is no known provision for street parking that has been submitted by the applicant.

**GDOT Road Classification for Access Road:** Old River Road and Shuman Road are Rural Minor Collectors. Old River Road is a low volume, moderate speed road. Shuman Road is a county maintained dirt road.

**Bulloch Transportation Plan Classification for Access Road:** Old River Road and Shuman Road are Rural Minor Collectors. Old River Road is a low volume, moderate speed road; Shuman Road is county maintain dirt road.

**Condition of Access Road:** Old River Road is a county maintained paved road in good condition. The proposed development may increase the traffic counts on Old River Road by 69% (Reference GDOT traffic Station Id: 031-8100 traffic counts 2021)

**Intersection Analysis:** No traffic study has been performed.

**Drainage:** The development is located in the Ogeechee River Lower Drainage Basin. Currently all drainage is natural; no man-made improvements to the parcel are known other than roadside drainage ditches and culverts. The access way/driveways to primary structures should have proper roadside drainage measures installed.

**Negative Impact:** The rezone request, in consideration of the scale of the development, would have a negative impact to the road infrastructure, traffic safety and drainage. A hydrology study and stormwater management plan, along with a traffic impact study will be required, if approved. A County permit will be required for the subdivision entrances. Cost for improvements will be paid by the developer.

### E-911 and Emergency Management Impact

Street addresses can be easily assigned. The County GIS 911 Coordinator should be contacted prior to construction.

**Neutral Impact:** These services would not be severely impacted.

### Law Enforcement Impact

**Agency:** Bulloch County Sheriff's Department

**Level of Service Standard (national: 0.6 per 1,000 population):** Bulloch County has 33 sworn officers for road patrols. The LOS would be 49.

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Law Enforcement (Sheriff)	17.7 miles, 21 minutes depending on patrolling patterns	.132 or no full-time equivalent additional officers would be required	Shift of 3 covers 684 square miles
Georgia State Patrol	18.4 miles, 23 minutes depending on patrolling patterns	NA	Post #45 located south of Statesboro on US 301

**Negative Impact:** The Sheriff's Department's capabilities are already exceeding capacity. The additional development would not require an additional full-time officer.

### EMS and Fire Service Impact



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Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Leefield Fire Department)	Leefield 5 miles 5 min. response time	ISO Rating 9	City of Statesboro would need to be called for automatic aid or in event of a hazardous materials spill.
EMS-Rescue (County)	9.6 miles, 12 minutes response time	(-0.276) EMT / Paramedic per 1,000 population	

**Negative Impact:** Response times for fire and EMS are adequate but the development may create a staffing deficiency upon build out if current staffing is not increased. In addition, the development may provide cause for the County to provide additional equipment if the building proposes any variance to the height limitation of the zone.

### Recreation-Open Space Impact

**Nearest Facilities:** Stilson Park (5.0 miles); Brooklet Park (8.7 miles).

**NRPA Level of Service – Acreage (9.2 acres per 1,000):** Creates 2.4-acre deficiency for public park space.

**Open Space:** No onsite passive recreation or open space proffered.

**NRPA Level of Service - Trails (14 miles for population class; current 2.9) Greenway:** Nearest facility is S&S Greenway 12.5 miles. LOS deficiency is 11.1 miles.

**Negative Impact:** Increased development creates public parks facilities LOS deficiencies.

### Summary of Findings – Final Staff Recommendation

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning		X	
Fiscal-Economic		X	
Schools		X	
Water-Sewer			X
Solid Waste			X
Environmental			X
Traffic and Roads		X	
Emergency Management			X
Law Enforcement		X	
EMS-Fire		X	
Recreation		X	
<b>Total</b>	<b>0</b>	<b>7</b>	<b>4</b>
Local Impact Findings	The rezoning of the 68.95 acres is likely to have a negative impact on County services		
Regional Impact Findings	N/A		

### FINAL STAFF RECOMMENDATION

The subject property appears to be unsuitable for the proposed rezone.





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**The staff recommends denial of the request based the Comprehensive Plan's Future Development Map current designation of the property as rural-open space. If approval is granted, the following conditions are recommended.**

<b>Use</b>	1. The principal uses approved for this property will be a R-25 single-family district as depicted in the sketch plan for this application.
<b>Bonus Density</b>	2. An additional 10% bonus density may be granted, provided at least one of the following amenities is be installed by the applicant or developer: a) a common interest element maintained by a homeowners association or other conduit which may include, but not be limited to a clubhouse, pool, athletic court(s), improved picnic area or playground, walking trail, or any combination thereof; b) a common interest element maintained by a homeowners association or other conduit which may include, but not be limited to a passive use recreation area (fishing, boating/dock, picnicking, etc.), conservation easement or greenspace area that is consistent with the goals and objectives of county or state land conservation or preservation plans and programs; or, c) the use of low impact development techniques.
<b>Architectural and aesthetic requirements.</b>	<p>3. All units shall have compatible architectural details and a defined character. All structures must be site-built traditional construction according to state minimum building codes. No manufactured or industrialized structures shall be permitted.</p> <p>4. For principal and accessory residential structures, exterior finish on all facades, except for trim and minor treatments, shall primarily consist of brick, stone, or decorative masonry finish, high-grade stucco (simulated or artificial stucco is prohibited), natural wood and cement-based artificial wood siding. Metal roofing will be prohibited.</p> <p>5. Except for junction boxes, meters, and existing overhead utility lines, all other utility lines shall be underground.</p> <p>6. Before a Certificate of Occupancy is issued for any principal structure, each affected parcel shall have a permanent stand of grass, sprigs or sod established for the front, side and rear yards exclusive of designated landscape beddings to abate soil erosion, with the current phase of development shall comply with County erosion control and sedimentation standards.</p> <p>7. If clustered mailboxes are required by the United States Postal Service, they will conform to such requirements, and locations where such mailboxes are required shall be installed on a separate parcel that is off of the right-of-way of neighborhood roads or streets. Such location(s) shall provide adequate paved parking or queuing, and the access from the cluster box venue location shall be no closer than one-hundred feet (100') from any street intersection so as not to interfere with sight distances or traffic circulation. The location will be owned, maintained by the applicant/developer or a common interest element.</p> <p>8. Motif street signage is permitted provided that all lettering, directional and safety attributes on the signs meet MUTCD requirements. The motif shall be consistent with architectural details and character of the development.</p> <p>9. All residential driveways shall be paved.</p>
<b>Landscape, buffering and</b>	10. To ensure the proper placement of suitable materials and subject to the approval of the County Development Review Committee, the



## Bulloch County Departmental Review

<b>signage requirements.</b>	<p>applicant/developer shall provide a Master Landscaping Plan (MLP) for all buffered areas and where other landscaping requirements apply, prepared by a registered landscape architect, which specifies the type and size of proposed vegetation, as well as identifying the location of existing vegetation to be retained, pursuant to this set of conditions.</p> <ol style="list-style-type: none"> <li>11. Entrance signs or structures into the development, if constructed, shall have monument-based signs made of brick, stone or decorative masonry with landscaping, consistent with the architectural details and character of the development. Such signs shall not be placed in the right-of-way for Old River Road and shall be so built as to not interfere with sight-triangles at the intersection.</li> <li>12. Entrance islands and medians, if any, shall be grassed or have non-invasive landscaping.</li> <li>13. Entrance signs, islands and medians shall be owned by a common interest element.</li> <li>14. A continuous buffer is required along the perimeter boundaries consistent with Section 407 of the zoning ordinance, and a street buffer is required along Old River Road and Shuman Road contiguous to the right of way for the length of the development that is twenty-five feet (25') wide consisting of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper) combined with a dense, compact evergreen planting screen capable of growing to a height of at least eight (8') feet within three (3) years.</li> <li>15. A linear street tree plan shall be provided for internal subdivision streets that will consist of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper). The shade trees shall have non-invasive root systems to prevent encroachment, damage or disruption to dedicated public sidewalks and curbing.</li> <li>16. Existing natural buffers of the proposed project may be maintained to satisfy buffer requirements provided the County Development Review Committee determines that it is an appropriate vegetative screen.</li> <li>17. If existing natural buffers are either cleared or removed in any manner, the developer must demonstrate in the required landscape plan that a continuous landscaped buffer strip exists along the side and rear property lines with a minimum of twenty five (25') feet width consisting of plantings that possess growth characteristics of such a nature as to produce a dense, compact evergreen planting screen capable of growing to a height of at least twelve (12') feet within three (3) years, and shall be properly maintained.</li> <li>18. Any on-site water supply wells will have an opaque fence or landscaped buffer equal to the height of the structure.</li> <li>19. All landscaping will be installed prior to any certificate of occupancy being issued.</li> </ol>
<b>Access, parking and internal circulation requirements.</b>	<ol style="list-style-type: none"> <li>20. All units within the development shall have access only to internal roads within the development.</li> <li>21. No building, sign, structure or object, tree or other landscape feature shall be installed, built, or allowed to grow which will impede visibility at street corners, driveways and/or intersections, pursuant to AASHTO standards for sight triangles.</li> </ol>



## Bulloch County Departmental Review

	<p>22. The development shall be required to have two entry/exit points onto Old River Road.</p> <ul style="list-style-type: none"> <li>a. Acquire necessary right-of-way or easements along Shuman Road, and extend one linear feet from the nearest entrance into the subdivision.</li> <li>b. Acquire necessary right-of-way or easement intersecting the SCF Woodlands LLC property with minimum spacing of '440 linear feet between entrance ways on Old River Road.</li> <li>c. Any proposed street having a linear distance greater than 700 feet shall be required to establish a special assessment district for placement of speed tables, speed bumps or other traffic calming devices approved by the county engineer.</li> </ul>
<p><b>Dedications and public improvement requirements.</b></p>	<ul style="list-style-type: none"> <li>d. The applicant/developer shall install a pedestrian zone or sidewalk system abutting all internal roadways closely adhering to the neighborhood street schematic recommended in the Bulloch County Transportation Plan Sub-Area Study.</li> <li>e. The internal roadway and pedestrian zone/sidewalk system shall be privately owned and maintained by a common interest element until meeting the requirements of Appendix B, Article 6.5. Any proposed future public dedication requires that the sidewalks be in excellent condition as determined by a professional assessment with the cost to be borne by the applicant, developer or common interest element.</li> <li>f. Subdivision entrance signs or structures, if constructed, will be monument-based signs made of brick, stone or decorative masonry with night-time illumination and non-invasive landscaping, consistent with the architectural details and character of the development. These signs will be owned and maintained by a common interest element, and placement shall not interfere with sight triangles at intersections pursuant to AASHTO standards, or be designed to be a roadway hazard.</li> <li>g. The County will not accept ownership of any proposed water or wastewater utility constructed, owned or maintained by the applicant/developer, a private utility, or common interest element.</li> <li>h. Jack and bore or directional bore is required for any connection to an off-site water supply or other utility system requiring encroachment upon a county or state road or right-of-way subject to approval of appropriate permits.</li> <li>i. The fire suppression capacity (including FDCs, hydrant placement and fire access lanes) shall be approved upon review and consultation with the Bulloch County Fire Department, the Bulloch County Public Safety Director and their consultant, prior to any approval of a Final Plat.</li> <li>j. Street lighting within the development will only be allowed under a county streetlight special tax district.</li> <li>k. Night-time intersection lighting at primary subdivisions entrances will be required, with the cost for installation and maintenance to be borne by the developer or a common interest element. All lighting must be downcast and not produce glare.</li> <li>l. The applicant/developer shall be responsible for any public dedication or improvements determined by the required special studies or approved by the County.</li> </ul>



## Bulloch County Departmental Review

### Public Dedication and Studies Required

- m. Supplemental Surety: The following maintenance for improvements surety shall be required.
- n. At the time the County accepts and assumes ownership of the new streets or other public improvements, the developer shall be required to provide the County with security for a period of two (2) years commencing with the County's formal acceptance of same, or until 50% of structural build-out has occurred, whichever occurs first.
- o. The security shall be in the form of a bank letter of credit that guarantees maintenance of the improvements and shall be in an amount equal to 25% of the cost of the improvements.
- p. If the development has multiple phases of construction, the building and zoning official may require that portions of a previously approved phase be placed under an extended letter of credit for maintenance if the previously approved phase is used as access for construction traffic for the development of future phases. The maintenance bond or letter of credit shall be released at the end of the two-year period.
- q. Ninety (90) days prior to expiration, a final inspection by the applicable departments and agencies of all subdivision improvements is performed to determine the need for any repairs. If repairs are necessary, the building and zoning official will notify the sub-divider in writing.
- r. If the sub-divider fails to take the necessary action to make repairs within thirty (30) days of notification by the county, then the building and zoning official will authorize the surety or bank issuing the letter of credit to release to the county all or any amount of the funds needed to make repairs.
- s. Upon release of the funds, the County will act to ensure that the necessary repairs to any streets, sidewalks, drainage, or stormwater detention facilities are completed.
- t. The building and zoning official may require the maintenance bond or letter of credit to be extended to ensure the completion of repairs started but not completed by the sub-divider for a period not to exceed one hundred eighty (180) days.
- u. Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development subject to the standards of the Georgia Stormwater Management Manual.
- v. Upon submitting an application for a sketch plan, a traffic impact study according to county policies will be prepared by a certified professional traffic operations engineer with the cost to be borne by the developer. The County may either accept or reject and proposed mitigation measures from the traffic impact study, or impose its own mitigation measures in coordination with the GDOT to include but not be limited to accel decal lanes, signage, intersection lighting, signalization, etc. All such costs for mitigation measures will be borne by the developer.
- w. Upon submission of a sketch plan application, renderings and/or elevations shall be tendered of housing styles and subdivision signage consistent with these conditions with the sketch plan application.

Participants

Attachment: 2. Wayman E. Shuman RZNE-2022-00046 (Wayman E. Shuman Rezoning Request)



## Bulloch County Departmental Review

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Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, James Pope, Planning and Development Director.

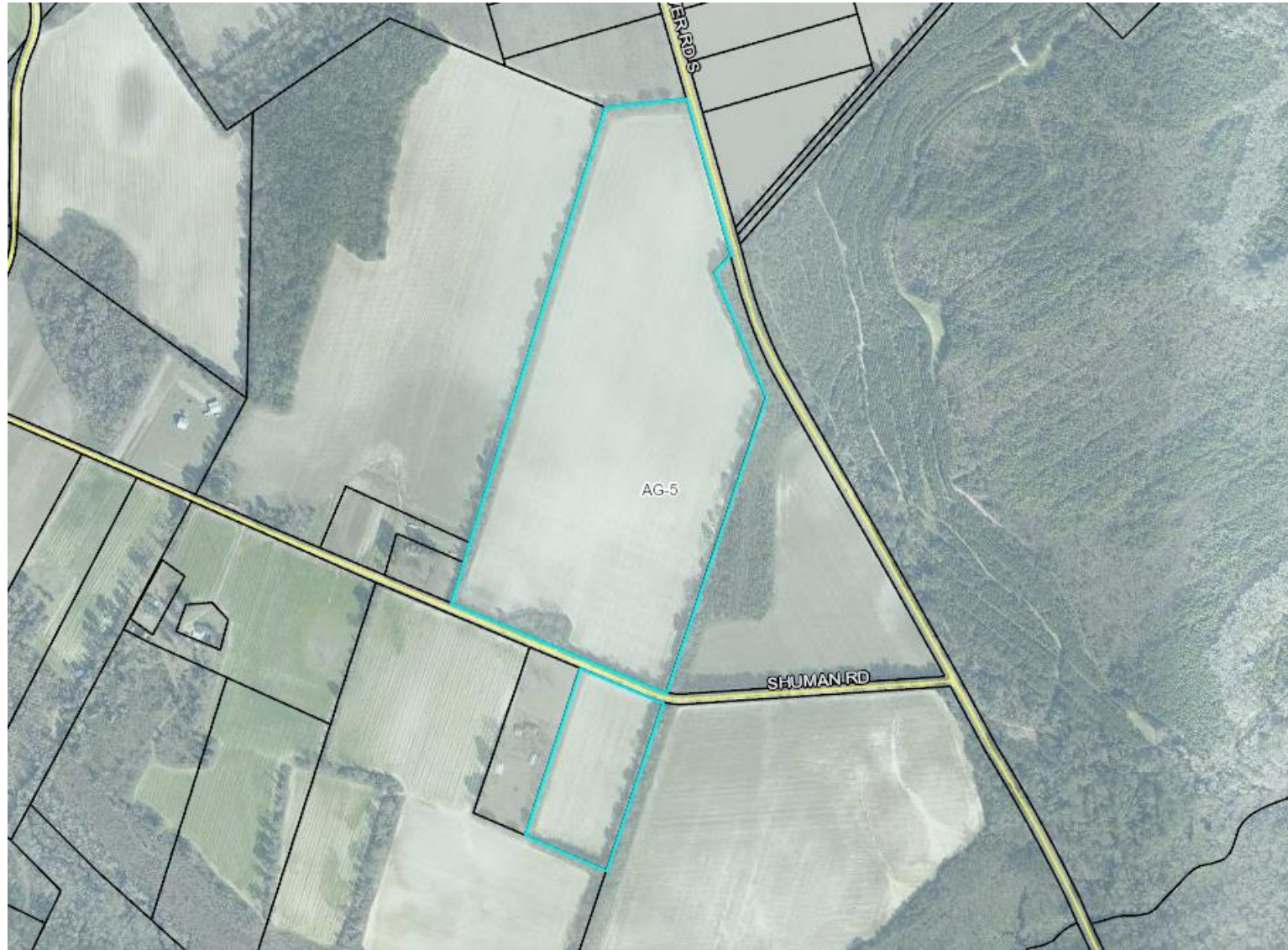
Attachment: 2. Wayman E. Shuman RZNE-2022-00046 (Wayman E. Shuman Rezoning Request)





## Bulloch County Departmental Review

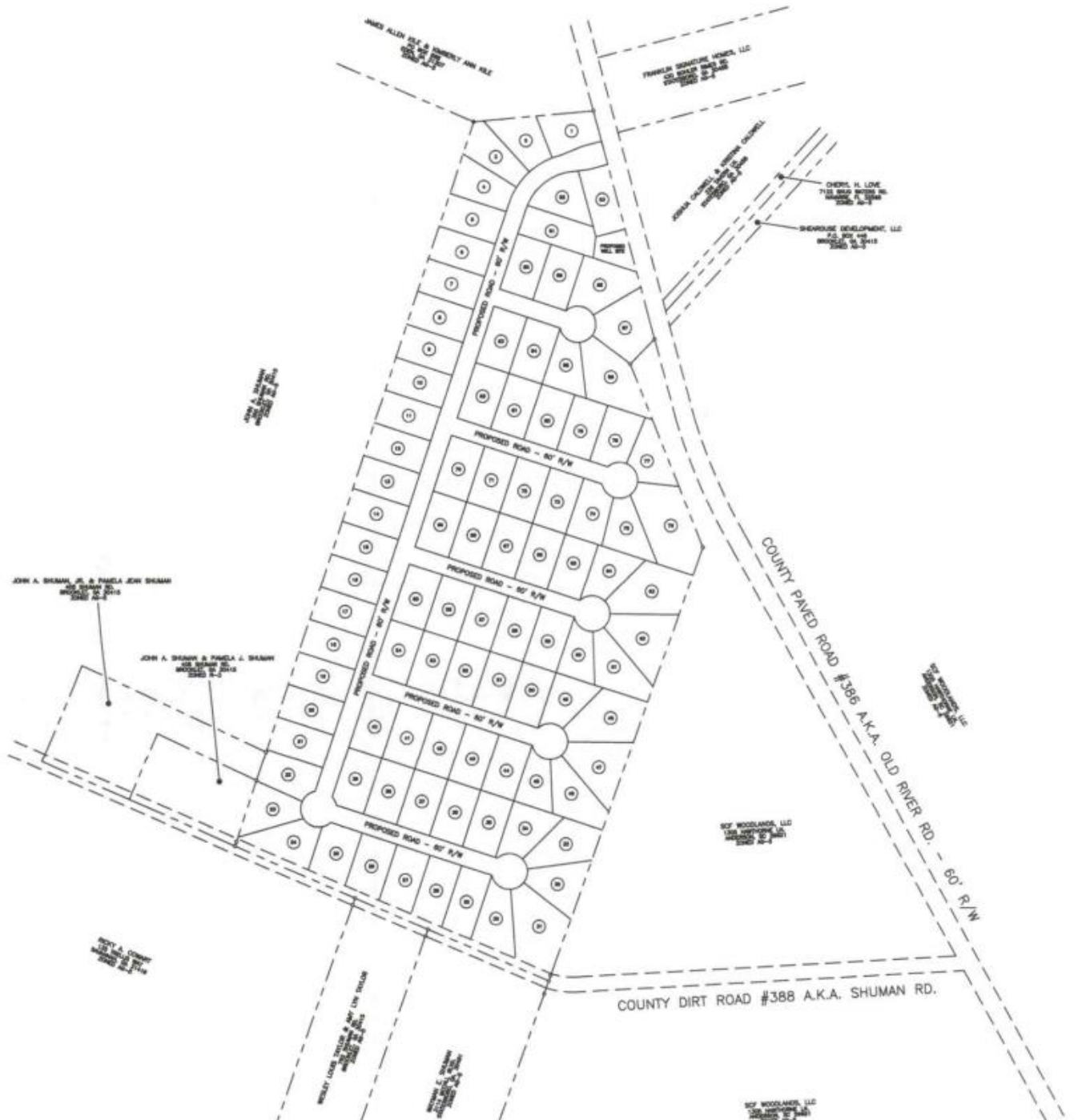
Existing Zoning Map  
Current Parcel Zone: AG5  
Surrounding Parcel Zoning: AG5





# Bulloch County Departmental Review

## Applicant Sketch Plan



Attachment: 2. Wayman E. Shuman RZNE-2022-00046 (Wayman E. Shuman Rezoning Request)





# Bulloch County Departmental Review

## Smart Bulloch 2040 Comprehensive Plan Character Area

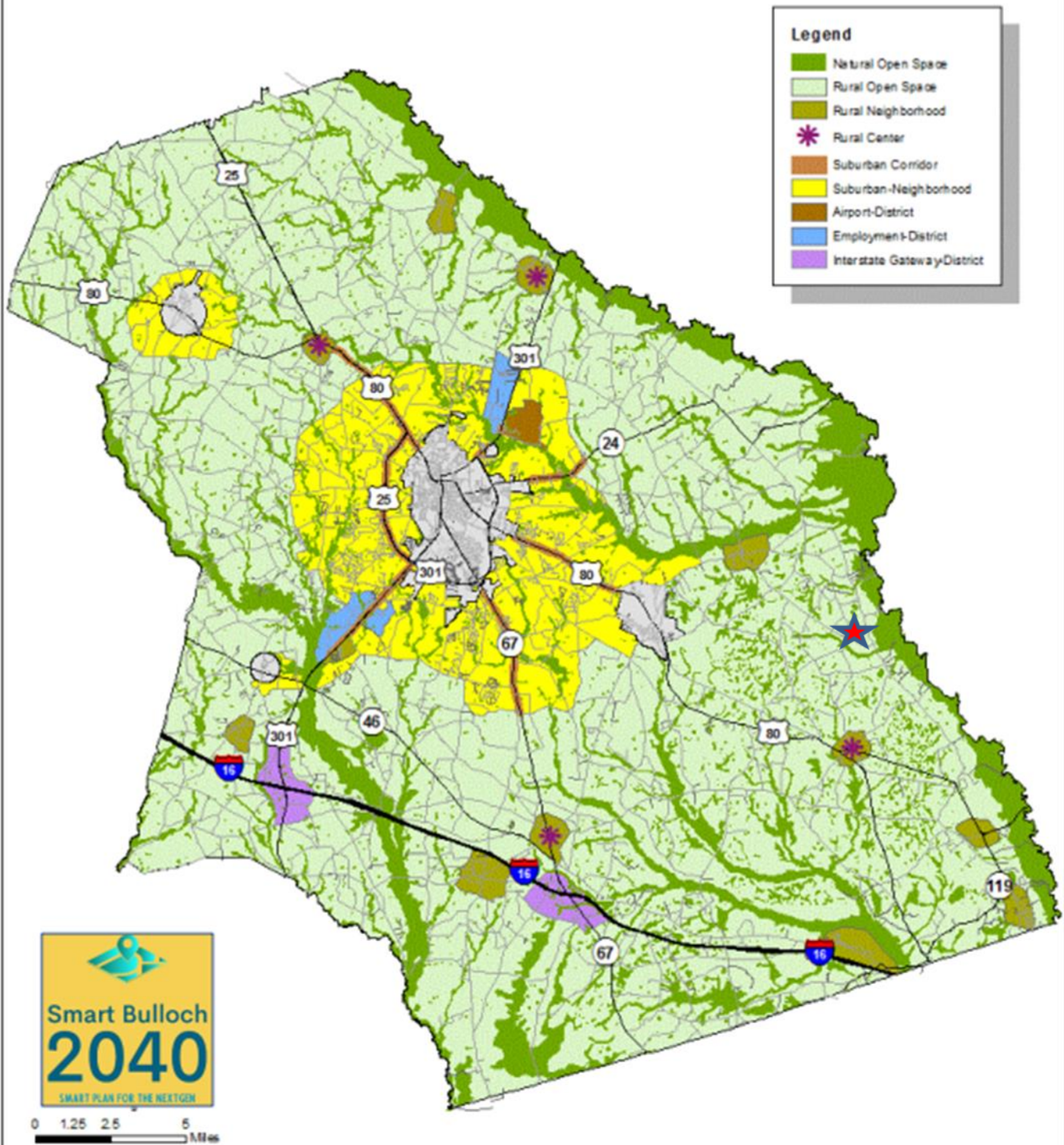
RURAL OPEN SPACE (R-OS)		
POLICIES		DESIGN PRINCIPLES
<b>Intent</b> <ul style="list-style-type: none"> <li>Preserve and sustain rural character, lifestyle and the agricultural economy.</li> </ul>		<b>Site Design</b> <ul style="list-style-type: none"> <li>Moderate-to-deep building setbacks with green space.</li> <li>Small building footprints in relation to lot size.</li> </ul>
<b>General Characteristics</b> <ul style="list-style-type: none"> <li>Scattered low density residential development and agricultural activities.</li> <li>Buildings have variable setbacks and an informal orientation to the roadway.</li> </ul>		<b>Density/Intensity</b> <ul style="list-style-type: none"> <li>Limited civic buildings.</li> <li>1 dwelling units per 2-5 acres, or more.</li> <li>1-2 story buildings.</li> </ul>
<b>Application</b> <ul style="list-style-type: none"> <li>Provide opportunities for residents to connect with nature.</li> <li>Seek opportunities to secure and protect land for open space.</li> <li>Protect prime agricultural lands.</li> </ul>		<b>Green Space</b> <ul style="list-style-type: none"> <li>Natural and informal landscape.</li> <li>Maintain connections between natural features.</li> <li>Require landscape buffers to reduce land use conflicts.</li> <li>Encourage conservation subdivisions.</li> </ul>
<b>Primary Land Uses</b> <ul style="list-style-type: none"> <li>Civic uses such as places of worship, cemeteries and burial grounds, passive recreation (including greenways and trails).</li> <li>Agricultural uses, low density single family residential and accessory uses such as barns, stables, or cottage industries.</li> </ul>		<b>Transportation</b> <ul style="list-style-type: none"> <li>Low pedestrian connectivity with greenways, trails.</li> <li>Low vehicular connectivity with generous distance between intersections and driveways.</li> <li>Rural paved and unpaved roadways with narrow shoulders, ditches or swales.</li> </ul>
<b>Zoning Classifications</b> <ul style="list-style-type: none"> <li>AG-5, R-80, Conservation-Preservation</li> </ul>		<b>Infrastructure</b> <ul style="list-style-type: none"> <li>On-site water (private wells or small systems) and sewer (septic or package systems).</li> <li>Variable private utilities.</li> </ul>
Visual Character Description		
Development Pattern	Transportation	Green Space
IMPLEMENTATION STRATEGIES		
<ul style="list-style-type: none"> <li>Pursue government purchase of environmentally sensitive lands to create wildlife areas, nature preserves, and public parks.</li> <li>Adopt a Conservation Subdivision Ordinance for clustered development to preserve rural character, sensitive natural resources and large tracts of permanent green space.</li> <li>Incorporate and incent design principles into development ordinances or zoning conditions.</li> <li>Implement the Countywide Greenways Master Plan and define priorities for development.</li> </ul>		





# Bulloch County Departmental Review

## Future Development Map: Bulloch County



0 1.25 2.5 5 Miles

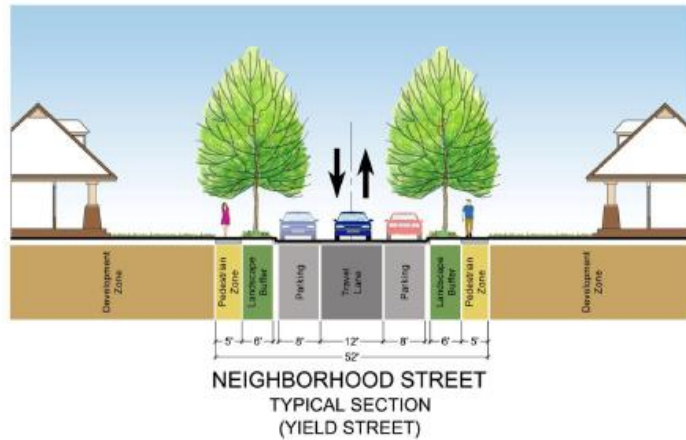


## Bulloch County Comprehensive Plan

Joint Comprehensive Plan for the Cities of Brooklet, Portal, and Register



# Bulloch County Departmental Review



Neighborhood Street			
Primary Function	streets within residential developments	Sidewalks	minimum 5 feet on both sides with 5-foot minimum landscape buffer
Access To/From	neighborhood circulation	Parking	on street parking on both sides
Development	sub-division style development	Inappropriate Elements	pedestrian refuge, curb extensions, shoulder, bicycle lanes, midblock pedestrian crossing, medians
Land Uses	single or multi-family residential	Transit	none- access from minor collector
Speed	25 mph with traffic calming elements	Green Infrastructure	private yards or development landscaping
Lane Number / Width	1 lane at 12-14 feet		

Candidate roads: Various – residential development

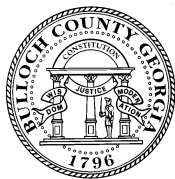
## Conceptual Street Hierarchy – Neighborhood Streets

Bulloch County / City of Statesboro 2035 Long Range Transportation Plan

Figure 6.5



HNTB



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Zoning**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Michael Hendrix, on behalf of Carol Hendrix Estates, has submitted an application for a conditional use to allow a Manufactured Home to be placed on a R-40 parcel. The property is located at 3712 W.C. Hodges Road.**

**Summary / Background Attach Detailed Summary:**

See attached departmental review.

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

**Review:**

James Pope     Pending

Tom Couch     Pending

Jeff Akins     Pending

Brad Deal     Pending

Patrick Patton Pending

Board of Commissioners     Pending     09/06/2022 5:00 PM

Cindy Steinmann     Completed     08/30/2022 10:49 AM

Olympia Gaines     Completed     08/31/2022 10:03 AM



<b>Agenda Item:</b>	3	<b>Meeting Date:</b>	September 6, 2022 (BOC)
<b>Application #:</b>	USE-2022-00026	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	Michael Hendrix, on behalf of the Carol Hendrix Estates, has submitted an application for conditional use to allow a Manufactured Home to be placed on an R-40 parcel. The property is located at 3712 W.C. Hodges RD. S. Tory Anderson will be acting as agent.		
<b>Planning and Zoning Recommendation</b>	Recommends approval by unanimous vote.		
<b>Staff Recommendation</b>	Recommends approval of the conditional use.		

<b>Applicant:</b>	Michael Hendrix	<b>Current Zoning:</b>	R-40
<b>Location:</b>	3712 W.C. Hodges RD.	<b>Requested Zoning:</b>	R-40
<b>Map #:</b>	087 000026 002	<b>Total Acres:</b>	3
<b>Future Land Use:</b>	AG-5		
<b>Directions to Property:</b>	From Statesboro, take North Main Street for approximately 4.7 Miles. Turn right onto W.C. Hodges road. Travel for 3.6 Miles turn right onto 3712, approx 1000ft. on left is location of parcel.		

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

### LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for Rural-Open Areas.

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

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

**Neighborhood Character:** There is no evidence that the proposed use will injure or detract from existing neighborhoods if conditions are met for the development.

**Property Values:** There is no evidence that the proposed zoning change should injure or detract from existing properties if applicant property is maintained and ordinances/conditions are adhered to.

#### WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and individual well approval as required by the County Health Department. Soil types are compatible and adequate for septic tank installation.

#### SOLID WASTE IMPACT

None expected.

#### ENVIRONMENTAL IMPACT

No impact is expected.

#### FIRE SERVICE

Fire service is available within 4.5 miles (response time 5 minutes) from the Clito Fire Department. No additional resources are required.

#### TRAFFIC IMPACT

The capacity and general condition of the roads accessing the parcel is good. GA Hwy. 67 is a state maintained paved road.

#### SCHOOL IMPACT

Minimal impact is expected on existing schools.

#### PARKING, ROAD AND DRAINAGE IMPACT

The proposed use will not create a significant traffic impact. Currently, all drainage is natural. The accessways/driveways to the site should have proper roadside drainage measures. A GDOT driveway/access permit will be required for the property. A secondary entrance may be available from the adjacent commercial property.

#### E-911 AND EMERGENCY MANAGEMENT IMPACT

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

#### LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 20 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

#### FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed conditional use of an office park.

**The staff recommends approval of the conditional use request to place a manufactured home on the R-40 parcel.**

#### Participants

Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director

Zoning Map  
Current Zone- R-40  
Surrounding Parcel Zoning- AG-5

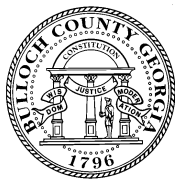




Aerial Photo of Parcel



Attachment: 3- Micheal Hendrix USE 2022-00026 (Michael Hendrix on behalf of Carol Hendrix Estates Conditional Use Request)



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Zoning**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Theron J. Rushing Jr. has submitted an application for a conditional use to allow a 15 acre surface mine as defined by Natural Resources Development with the Bulloch County Zoning Ordinance. The property is located on Cypress Lake Road between Lotts Creek Bridge and John R. Coleman Road.**

**Summary / Background Attach Detailed Summary:**

See attached departmental review.

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

**Review:**

James Pope    Pending

Tom Couch    Pending

Jeff Akins    Pending

Brad Deal    Pending

Patrick Patton Pending

Board of Commissioners    Pending    09/06/2022 5:00 PM

Cindy Steinmann    Completed    08/30/2022 10:49 AM

Olympia Gaines    Completed    08/31/2022 10:03 AM



## Bulloch County Departmental Review

<b>Agenda Item:</b>	4	<b>Meeting Date:</b>	September 6, 2022 (BOC)
<b>Application #:</b>	USE-2022-00025	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	Theron J. (Jackie) Rushing, Jr. has submitted an application for conditional use to allow a 15 acre surface mine as defined by Natural Resources Development with the Bulloch County Zoning Ordinance. The property is located on Cypress Lake RD between Lotts Creek Bridge and John R. Coleman RD.		
<b>Planning and Zoning Recommendation</b>	Recommends denial by 3-1 vote. One voting member abstained.		
<b>Staff Recommendation</b>	Recommends approval of the conditional use request with the conditions included in the staff report.		

<b>Applicant:</b>	Theron J. Rushing JR.	<b>Current Zoning:</b>	AG-5
<b>Location:</b>	Cyprss Lake RD.	<b>Requested Zoning:</b>	AG-5
<b>Map #:</b>	047 000033 001	<b>Total Acres:</b>	73.10
<b>Future Land Use:</b>	AG-5	<b>Acres in Request</b>	15
<b>Directions to Property:</b>	From Statesboro, take Cypress Lake Road property will be between Lotts Creek Bridge and John R. Coleman Road, on your left.		

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

### LAND USE PLANNING IMPACT

Attachment: 4- Theron J. Rushing JR. USE 2022-00025 (Theron J. Rushing, Jr. Conditional Use Request)

## Bulloch County Departmental Review

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for Rural-Open Areas and/or Natural- Open Areas.

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

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

**Neighborhood Character:** There is no evidence that the proposed use will injure or detract from existing neighborhoods if conditions are met for the development.

**Property Values:** There is no evidence that the proposed zoning change should injure or detract from existing properties if applicant property is maintained and ordinances/conditions are adhered to.

### WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and individual well approval as required by the County Health Department. Soil types are compatible for septic tank installation.

### SOLID WASTE IMPACT

None expected.

### ENVIRONMENTAL IMPACT

No impact is expected.

### FIRE SERVICE

Fire service is available within 2.3 miles (response time 5 minutes) from the Register Fire Department. No additional resources are required.

### TRAFFIC IMPACT

The capacity and general condition of the roads accessing the parcel is good. Cypress Lake Road is a county maintained paved road.

### SCHOOL IMPACT

Minimal impact is expected on existing schools.

### PARKING, ROAD AND DRAINAGE IMPACT

The proposed use will not create a significant traffic impact. Currently, all drainage is natural. The accessways/driveways to the site should have proper roadside drainage measures. A county driveway/access permit will be required for the property.

### E-911 AND EMERGENCY MANAGEMENT IMPACT

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

### LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 10 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

### FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed conditional use of natural resource development surfacing mining.

# Bulloch County Departmental Review

**The staff recommends approval of the conditional use request, with the following conditions.**

- 1) Prior to commencing any land clearing activity, the following shall be required:
  - a. A commercial driveway with a paved apron will need to be installed according to County Road policies and permitted by the County Engineer according to county standards.
  - b. A land-disturbing activity permit shall be approved by the State and the County.
- 2) A natural vegetative buffer should be maintained along Lotts Creek.
- 3) Any lighting should be downcast and unobtrusive, and should further not produce any glare for the traveling public or neighboring property.
- 4) All business activities should take place during daylight hours.

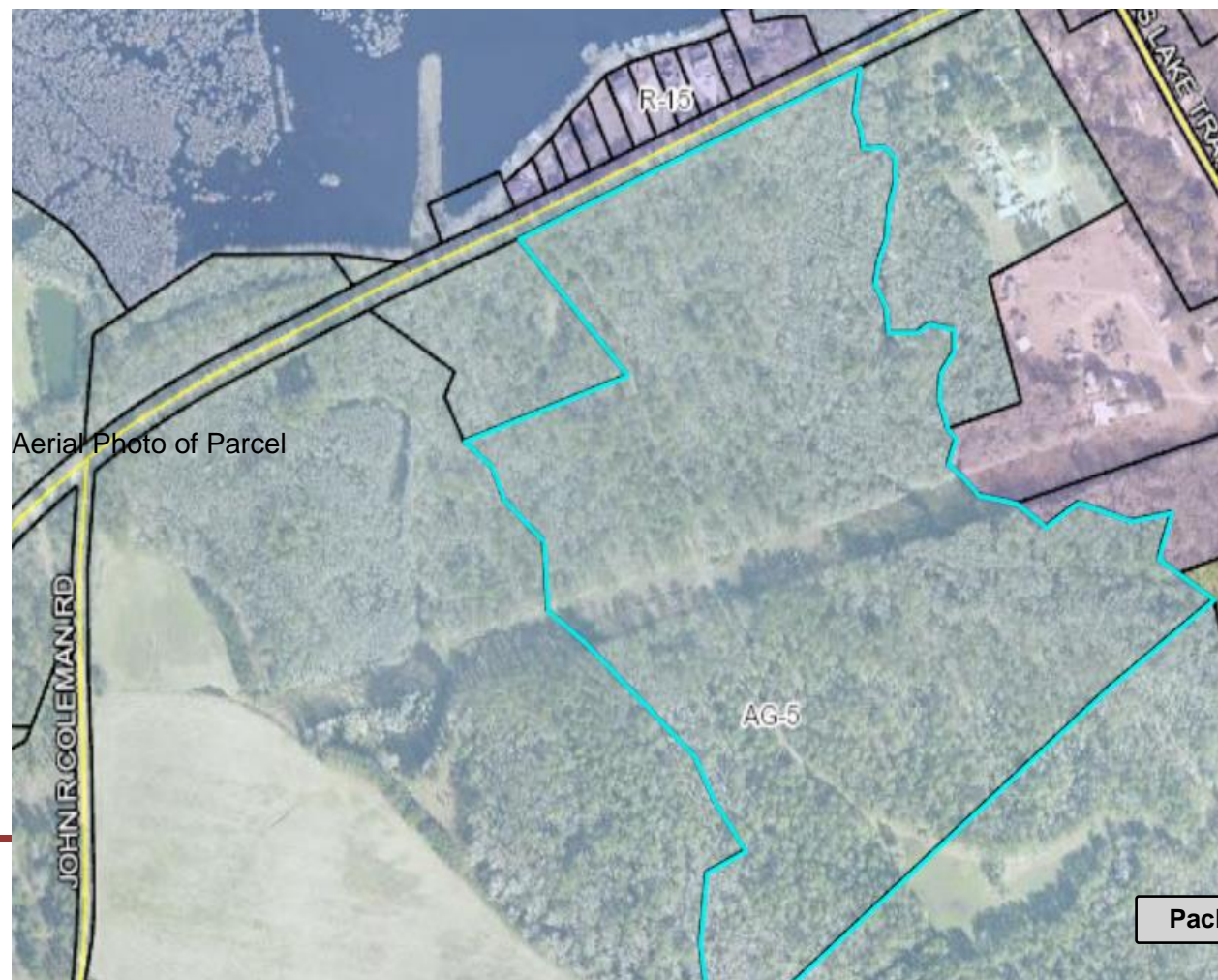
## Participants

Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director

## Zoning Map

Currently Zoned: AG-5

Adjacent Parcel Zoning: AG-5, R-15, MHP, R-80

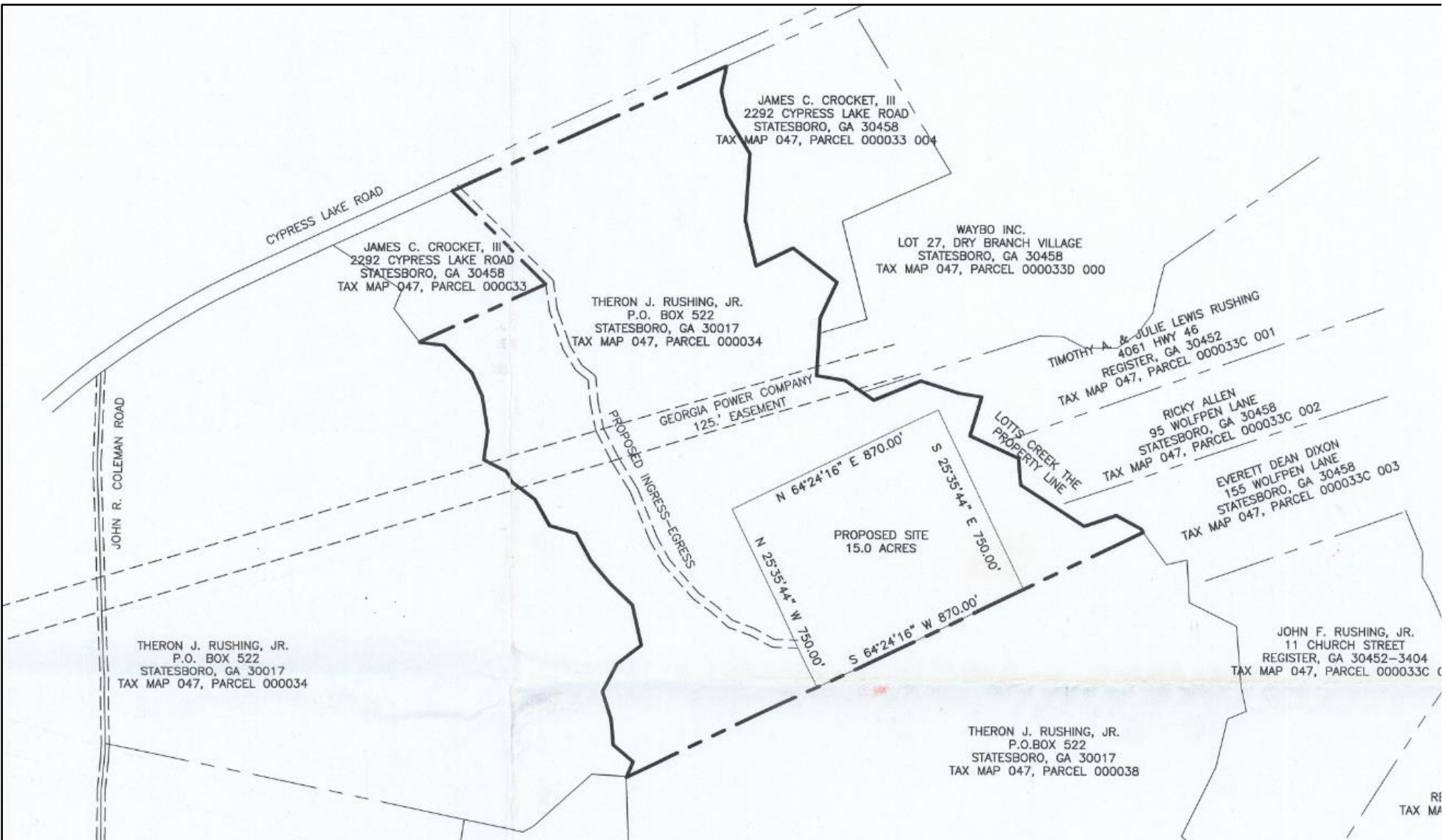




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# Bulloch County Departmental Review

## Proposed Applicant Site Location



Attachment: 4- Theron J. Rushing JR. USE 2022-00025 (Theron J. Rushing, Jr. Conditional Use Request)

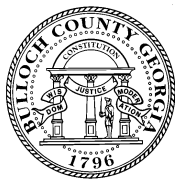


## Bulloch County Departmental Review

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Attachment: 4- Theron J. Rushing JR. USE 2022-00025 (Theron J. Rushing, Jr. Conditional Use Request)



## Bulloch County Board of Commissioners Agenda Item Summary

<b>Department Making Request:</b> <b>Zoning</b>	<b>Meeting Date:</b> September 6, 2022				
<b>Requested Motion or Item Title:</b> Sharelle Crawford-Ervin has submitted an application for a conditional use to allow a Manufactured Home to be placed on a R-25 parcel. The property is located at 1929 Hightower Road.					
<b>Summary / Background Attach Detailed Summary:</b> See attached departmental review.					
<b>Agenda Category</b>	<b>Financial Impact Statement</b>				
Approval of Zoning Agenda	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Budgeted Item?</td> <td style="text-align: center;">NO</td> <td style="text-align: center;">Amendment or Transfer Required?</td> <td style="text-align: center;">NO</td> </tr> </table>	Budgeted Item?	NO	Amendment or Transfer Required?	NO
Budgeted Item?	NO	Amendment or Transfer Required?	NO		
<b>Attach Detailed Analysis, If Needed:</b>					
<b>Agenda Item Review and Approval</b>					

**Review:**

James Pope     Pending

Tom Couch     Pending

Jeff Akins     Pending

Brad Deal     Pending

Patrick Patton Pending

Board of Commissioners     Pending     09/06/2022 5:00 PM

Cindy Steinmann     Completed     08/30/2022 10:49 AM

Olympia Gaines     Completed     08/31/2022 10:04 AM

# Bulloch County Departmental Review

<b>Agenda Item:</b>	5	<b>Meeting Date:</b>	September 6, 2022 (BOC)
<b>Application #:</b>	USE-2022-00027	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	Sharelle Crawford-Ervin has submitted an application for conditional use to allow a manufactured home to be placed on an R-25 parcel . The property is located at 1929 Hightower RD. James Matthew Anderson is acting agent.		
<b>Planning and Zoning Recommendation</b>	Recommends approval by unanimous vote.		
<b>Staff Recommendation</b>	Recommends approval of the conditional use request to place a manufactured home on the R-25 zoned property.		

<b>Applicant:</b>	Sharelle Crawford-Ervin	<b>Current Zoning:</b>	R-25
<b>Location:</b>	1925 Hightower RD	<b>Requested Zoning:</b>	R-25
<b>Map #:</b>	093B000001 000	<b>Total Acres:</b>	13.68
<b>Future Land Use:</b>	AG-5		
<b>Directions to Property:</b>	From Statesboro take Georgia Highway 67 South and turn right onto Burkhalter. Then right onto Langston Chapel Rd. at the round abouttake 2 <sup>nd</sup> Exit onto Burkhalter Rd. travel 1.1 Miles turn right onto Hightower RD. Property will be on your right in 1400FT.		

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

# Bulloch County Departmental Review

## LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for the Suburban Neighborhood.

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

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

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

**Property Values:** There is no evidence that the proposed zoning change should injure or detract from existing properties if applicant property is maintained and ordinances/conditions are adhered to. However, failure to enforce any property standards is likely to result in stagnant or lower property values.

## WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and individual well approval as required by the County Health Department. Soil types are compatible and adequate for septic tank installation.

## SOLID WASTE IMPACT

None expected.

## ENVIRONMENTAL IMPACT

No impact is expected.

## FIRE SERVICE

Fire service is available within 2.9 miles (response time 7 minutes) from the Statesboro Fire Department. No additional resources are required.

## TRAFFIC IMPACT

The capacity and general condition of the roads accessing the parcel is good. Hightower Road is a county maintained dirt road, however the road is scheduled to be paved according to the TSPLOST schedule.

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

The proposed use will not create a significant traffic impact. Currently, all drainage is natural. The accessways/driveways to the site should have proper roadside drainage measures. A county driveway/access permit will be required for the property.

## E-911 AND EMERGENCY MANAGEMENT IMPACT

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

## LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 10 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

# Bulloch County Departmental Review

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## FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed conditional use of an office park.

**The staff recommends approval of the conditional use request.**

### Participants

Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director



# Bulloch County Departmental Review

Zoning Map

Current Parcel Zone: R-25

Adjacent Parcel Zoning: R-25



Attachment: 5- Sharelle Crawford-Ervin USE 2022-00027 (Sharelle Crawford-Ervin Conditional Use Request)

# Bulloch County Departmental Review

Aerial Photo of Parcel



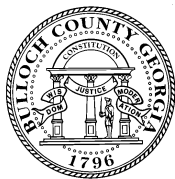
Attachment: 5- Sharelle Crawford-Ervin USE 2022-00027 (Sharelle Crawford-Ervin Conditional Use Request)

## Bulloch County Departmental Review

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Attachment: 5- Sharelle Crawford-Ervin USE 2022-00027 (Sharelle Crawford-Ervin Conditional Use Request)



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Zoning**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**John Cone has submitted an application for a conditional use to allow a Commercial Cryptocurrency Mining operation. The property is located at 5634 Hwy. 119 North.**

**Summary / Background Attach Detailed Summary:**

See attached departmental review.

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

**Review:**

James Pope     Pending

Tom Couch     Pending

Jeff Akins     Pending

Brad Deal     Pending

Patrick Patton Pending

Board of Commissioners     Pending     09/06/2022 5:00 PM

Cindy Steinmann     Completed     08/30/2022 10:50 AM

Olympia Gaines     Completed     08/31/2022 10:04 AM



# Bulloch County Departmental Review

<b>Agenda Item:</b>	6	<b>Meeting Date:</b>	September 6, 2022 (BOC)
<b>Application #:</b>	USE-2022-00028	<b>Application Type:</b>	Conditional Use
<b>Request:</b>	John Cone has submitted an application for Conditional Use to allow a Commercial Cryptocurrency Mining operation. The property is located at 5634 Hwy 119 North. Bill Wladen will be acting agent.		
<b>Planning and Zoning Recommendation</b>	Recommends approval by 4-1 vote.		
<b>Staff Recommendation</b>	Recommends approval of the conditional use request with the conditions included in the staff report.		

<b>Applicant:</b>	John Cone	<b>Current Zoning:</b>	AG-5
<b>Location:</b>	5634 Highway 119 North	<b>Requested Zoning:</b>	AG-5
<b>Map #:</b>	195 000008 000	<b>Total Acres:</b>	156.54
<b>Future Land Use:</b>	AG-5	<b>Requested Acres:</b>	5
<b>Directions to Property:</b>	From Statesboro take US Highway 80 until you get to Stilson. Make a left onto the GA 119 connector, follow GA 119 connector until you pass Mud Road. Property will be immediately on your left.		

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

Attachment: 6 .John Cone USE 2022-00028 (John Cone Conditional Use Request)



## Bulloch County Departmental Review

or location of buildings or other structures on neighboring properties?			
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

### LAND USE PLANNING IMPACT

**Future Land Use Map:** The Bulloch County Joint Comprehensive Plan indicates that the property is located in the Rural-Neighborhood character area.

**Existing Land Use Pattern:** There are primarily rural residential, and agricultural uses at adjacent and nearby properties. An electrical utility substation is located on the applicant property.

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

**Neighborhood Character:** There is no evidence that the proposed use will injure or detract from existing neighborhoods if conditions are met for the development.

**Property Values:** There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property is maintained and ordinances/conditions are adhered to. However, failure to enforce any property standards is likely to result in stagnant or lower property values.

### WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and individual well approval as required by the County Health Department. Soil types located on property are adequate for septic tank installation.

### SOLID WASTE IMPACT

None expected.

### ENVIRONMENTAL IMPACT

No impact is expected.

### FIRE SERVICE

Fire service is available within 5.6 miles (response time 8 minutes) from the Stilson Fire Department. No additional resources are required.

### TRAFFIC IMPACT

The capacity and general condition of the road accessing the parcel is good. GA Hwy 119 is a state maintained paved road.

### SCHOOL IMPACT

Minimal impact is expected on existing schools.

### PARKING, ROAD AND DRAINAGE IMPACT

The proposed use will not create a significant traffic impact. Currently, all drainage is natural. The accessways/driveways to the site should have proper roadside drainage measures.

### E-911 AND EMERGENCY MANAGEMENT IMPACT

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

# Bulloch County Departmental Review

## LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 25 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

## FINAL STAFF RECOMMENDATION

The subject property appears to be suitable for the proposed conditional use of a commercial cryptocurrency mining operation.

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

1. The building area located within security fencing shall be gravel or similar all weather surface material so as to prevent vegetative growth.
2. Site access from GA Highway 119 shall be an all weather surface
3. A driveway permit will be required by the Georgia Department of Transportation.
4. One (1) office structure will be allowed and shall require a separate permit from the Development Services Division. Mobile office structures are allowed.
5. Any office structure shall be located within the perimeter fencing of the mining operation.
6. An occupational tax certificate shall be required from Development Services permit office prior to a certificate of occupancy being issued.
7. All solid waste receptacles shall be placed on concrete foundations and screened from view from the street and adjacent parcels by an opaque fence at a height that is no less than the height of the receptacle.
8. All lighting must be downcast and shall not produce glare or a nuisance to the surrounding properties.
9. No signage shall be permitted with exception to that required by the Bulloch County Zoning Ordinance for the proposed use.
10. Expansion of any new or existing structures to accommodate the proposed uses will require application for a new conditional use. Structures as represented by the applicant sketch shall be deemed the approved number of structures upon legislative approval.

### Participants

Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Patrick Patton, Development Services Manager, James Pope, Planning and Development Director

# Bulloch County Departmental Review

Zoning Map

Current Parcel Zoning: AG-5

Adjacent Parcel Zoning: AG-5





# Bulloch County Departmental Review

Aerial Photo of Parcel



Attachment: 6 .John Cone USE 2022-00028 (John Cone Conditional Use Request)

## Bulloch County Departmental Review

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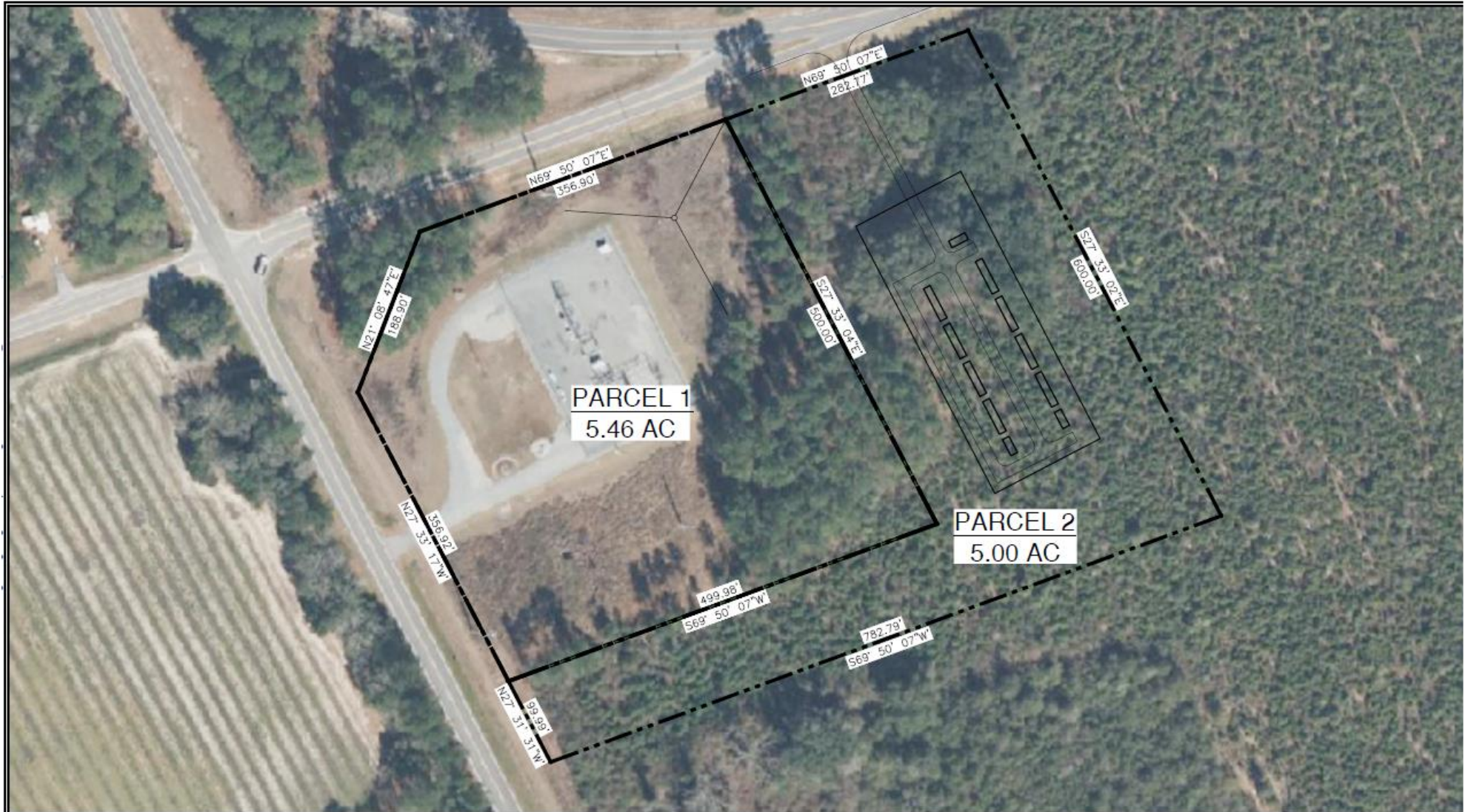
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Attachment: 6 .John Cone USE 2022-00028 (John Cone Conditional Use Request)



# Bulloch County Departmental Review

Applicant Provided Site Plan



Attachment: 6 .John Cone USE 2022-00028 (John Cone Conditional Use Request)

THIS ILLUSTRATION IS A CONCEPTUAL SITE PLAN FOR PROPOSED DEVELOPMENT POTENTIAL. IT DOES NOT BIND OR LIMIT THE OWNER/DEVELOPER, NOR SHALL THE ENGINEER/ARCHITECT BE BOUND OR LIMITED BY THIS CONCEPTUAL DEVELOPMENT PLAN. ALL ILLUSTRATIONS/DRAWINGS ARE SUBJECT TO CHANGE AND REVISION WITHOUT PRIOR WRITTEN NOTICE TO THE HOLDER. DIMENSIONS, BOUNDARIES AND ANY OTHER GRAPHIC REPRESENTATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO AN ACCURATE SURVEY AND PROPERTY DESCRIPTION.

**MAXWELL-REDDICK AND ASSOCIATES**  
ENGINEERING • LAND SURVEYING  
40 JOE KENNEDY BLVD SUITE 360  
STATESBORO, GA 30458 (912)489-7112 OFFICE  
ALPHARETTA, GA 30009 (404)993-1818 OFFICE  
COPYRIGHT © 2022 BY MAXWELL-REDDICK AND ASSOCIATES



REVISIONS:	
1	

DESIGNED:	DRAWN BY: CJM	CHECKED:
DATE: JULY 26, 2022		
JOB NO.: 2022-043		

EXCELSIOR EMC  
IVANHOE JUNCTION  
BULLOCH COUNTY,  
EXHIBIT

DRAWING NUMBER  
**Packet Pg. 55**

## Bulloch County Departmental Review

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Attachment: 6 .John Cone USE 2022-00028 (John Cone Conditional Use Request)



**BULLOCH COUNTY**  
**BOARD OF COMMISSIONERS**  
**MINUTES • AUGUST 16, 2022**

**Regular Meeting**

**North Main Annex Community Room**

**8:30 AM**

**115 North Main St, Statesboro, GA 30458**

**I. CALL TO ORDER, WELCOME MEDIA AND VISITORS**

Chairman Thompson welcomed guests and called the meeting to order.

**II. INVOCATION AND PLEDGE**

Commissioner Stringer gave the invocation and Pledge of Allegiance.

**III. ROLL CALL**

Mrs. Olympia Gaines, Clerk of the Board, performed the roll for the commissioners and staff.

Attendee Name	Title	Status	Arrived
Ray Mosley	Commissioner	Present	
Anthony Simmons	Commissioner	Present	
Curt Deal	Commissioner	Remote	
Roy Thompson	Chairman	Present	
Walter Gibson	Commissioner	Present	
Jappy Stringer	Commissioner	Present	
Timmy Rushing	Vice-Chairman	Present	

The following staff were present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, Chief Financial Officer Kristie King, Assistant Chief Financial Officer Breanna Haydon, Senior Accountant Peyton Fuller, Accounting Associate Stacey Deal, Human Resources Director Cindy Mallett, County Engineer Brad Deal, Public Works Director Dink Butler, Assistant Public Works Director Jacob Jackson, Administrative Assistant Alexis Knox, Community Relations Manager Broni Gainous, Tax Commissioner Leslie Akins, Planning and Development Director James Pope, Public Safety Director Ted Wynn, and Interim Fire Chief Ben Tapley.

**IV. APPROVAL OF GENERAL AGENDA**

Chairman Thompson called for changes and/or modifications to the General Agenda. County Manager Tom Couch asked to modify the General Agenda by adding an approval for a food sales and food service permit for the Willow Hill Heritage Festival to be held September 2nd through September 4th, as item number 10 under the Consent Agenda. Hearing no further modifications, Chairman Thompson called for a motion to approve the General Agenda with the modification requested by Mr. Couch.

1. A motion was made to approve the Consent Agenda with the modifications requested by Mr. Couch.

Minutes Acceptance: Minutes of Aug 16, 2022 8:30 AM (Consent Agenda)

<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Walter Gibson, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

## V. PUBLIC HEARING- PROPOSED PROPERTY TAX INCREASE

Chairman Thompson stated the next item on the agenda is a Public Hearing for the proposed property tax increase.

1. A motion was made to open the floor to the public for questions and/or comments regarding the proposed property tax increase.

<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Anthony Simmons, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

Chairman Thompson called for public comments from the audience at large.

Shari Barr thanked the Board for all their cost-saving efforts for the citizens of Bulloch County.

2. A motion was made to close the floor to the public for questions and/or comments regarding the proposed property tax increase.

<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Walter Gibson, Commissioner
<b>SECONDER:</b>	Jappy Stringer, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

## VI. PUBLIC COMMENTS

Chairman Thompson called for public comments from the audience at large or in writing.

Marcus Toole provided information on the projected population growth by 2045. He stated that 45% of the population growth is likely to occur in the unincorporated area of the County. Mr. Toole asked the County to consider concentrating higher density development near I-16 so that the infrastructure currently in place can support the growth instead of focusing on lower-density development in the Southeastern area of the County. He asked the Board to consider the impacts of population growth and what infrastructure will be needed to support that growth.

## VII. PRESENTATION

Chairman Thompson stated the next item on the agenda was a Presentation by Feed the Boro.

Paula Hall briefly explained the mission, goals, and objectives of the organization. She also shared statistics and data of recent initiatives. Ms. Hall stated the organization is seeking to enter into a Memo of Understanding with the County in the amount of \$7500.00 to help support food cost for the next five months.

County Manager Tom Couch stated the General Appropriations Budget was set in July and funds have been committed for the fiscal year. He stated for the next fiscal year, the County could include the organization in the list



of outside agencies. Mr. Couch stated the County would then send the agency a budget request packet to be reviewed by the County.

Chairman Thompson thanked Ms. Hall for her attendance.

## VIII. CONSENT AGENDA

A motion was made to approve the Consent Agenda as presented.

<b>RESULT:</b>	Approved [Unanimous]
<b>MOVER:</b>	Walter Gibson, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

1. Minutes Approval: Tuesday August 2nd, 2022 05:30 PM
2. Minutes Approval: Wednesday August 3rd, 2022 11:30 AM
3. 2422: Approve the replacement of the audio and visual system for the State Court Room in the amount of \$106,110.00 (See Exhibit #2022-190).
4. 2424: Approve the renaming of the two sections of County Road No. 779 a/k/a Randy Lowery Road (See Exhibit #2022-191).
5. 2432: Approve the supplemental agreement #2 for additional scope of services for Heath & Lineback Engineering in the amount of \$51,500 (See Exhibit #2022-192).
6. 2433: Approve a contract with Lavender & Associates for a guaranteed maximum price for North Main Annex renovations (See Exhibit #2022-193).
7. 2435: Grant an alcoholic beverage license for retail beer and wines sales to Megan Collins, TA Operating LLC, located at 2930 Highway 301 South, Register, Georgia 30452 (See Exhibit #2022-194).
8. 2437: Approve the appointment of Tal Johnson to serve a term beginning August 16, 2022 and ending June 30, 2023, and the appointment of Greg Proctor to serve a term beginning August 16, 2022 and ending June 30, 2025, to the Development Authority of Bulloch County.
9. 2444: Approve a contract renewal by and between Bulloch County Board of Commissioners d/b/a Bulloch County Correctional Institute and Inmate Calling Solutions, LLC d/b/a ICSolutions (ICS) (See Exhibit #2022-195).
10. Authorize a permit for the operation of nonprofit food sales and services at the Willow Hill Heritage Festival to be held in Bulloch County on September 2, 2022; September 3, 2022; and September 4, 2022 (See Exhibit #2022-196).

## IX. NEW BUSINESS

1. 2421: Approve the purchase of 12 portable radios with shoulder mics and programming from MCA in the amount of \$86,134.20.

Chairman Thompson called on Interim Fire Chief Ben Tapley to initiate discussion on the matter.

Chief Tapley stated the Rural Fire Department recently added six new volunteer firefighters. He stated they will need portable radios to communicate with 911 and other firefighters to ensure safe operations.



Without further discussion, a motion was made to approve the purchase of 12 portable radios with shoulder mics and programming from MCA in the amount of \$86,134.20 (See Exhibit #2022-197).

<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Ray Mosley, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

2. 2442: Approve a resolution to impose a moratorium on selected residential re-zoning applications in Southeast Bulloch County.

Chairman Thompson called on County Manager Tom Couch to initiate discussion on the matter.

Mr. Couch stated the resolution will impose a moratorium for 180 calendar days on the acceptance of re-zoning applications for property located in the unincorporated area of Southeastern Bulloch County for R-40, R-25, R-15, R-3, R-2, PUD1, and MHP. He stated the purpose of the moratorium is to allow time for review and revision of zoning, subdivision, and development ordinances as well as regulations in anticipation of the significant impact that the new Hyundai plant in Bryan County will have on residential growth in Southeastern Bulloch County.

After some discussion, a motion was made to approve a resolution to impose a moratorium on selected residential re-zoning applications in Southeast Bulloch County (See Exhibit #2022-198).

<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Walter Gibson, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

## X. COMMISSION AND STAFF COMMENTS

Chairman Thompson called for general comments from the commissioners and staff.

Public Works Director Dink Butler introduce Jacob Jackson as the new Assistant Public Works Director to the Board.

## XI. WORK SESSION- SANITATION STUDY

Chairman Thompson called on Public Works Director Dink Butler to begin the Work Session.

Mr. Butler introduced John Culbertson, Principal with MSW Consultants. He stated MSW Consultants were hired to examine the County's sanitation and recycling programs. He stated MSW Consultants would help to identify the best model to improve County's services and make any necessary recommendations.

Mr. Culbertson stated they compiled and reviewed existing County operations through site visits and cost analysis. He stated some of the key findings included: (1) high level of service offered by the County; (2) the number of locations makes it challenging to manage and control the misbehaviors; (3) operations include a mutually beneficial program utilizing inmate labor; (4) the pay rate was below average; and (5) nice sanitation operations headquarters. Mr. Culbertson provided an analysis of current services with adjusted annual revenue needs based on the alternative option. He provided a breakdown of alternative models for the Board to consider that included: (1) Alternative #1, consolidating sites down to 12 sites, reducing the hours of operation, and keeping sites unmanned; (2) Alternative

#2, consolidating sites, resume the recycling program, and staff collections sites; and (3) Alternative #3, consolidate sites, resume the recycling program, staff the consolidated sites for limited hours, and add recycling containers at each of the consolidated sites.

He stated the goal was to create the ability to manage services and operations better to compensate for future growth.

After some discussion, Mr. Butler and the Board thanked Mr. Culbertson for his presentation.

## XII. ADJOURN

Chairman Thompson called for a motion to adjourn the meeting.

1. A motion was made to adjourn the meeting.

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Ray Mosley, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

\_\_\_\_\_  
Chairman

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

Minutes Acceptance: Minutes of Aug 16, 2022 8:30 AM (Consent Agenda)



# BULLOCH COUNTY BOARD OF COMMISSIONERS

**MINUTES • AUGUST 16, 2022**

**Special Meeting**

**North Main Annex Community Room**

**6:00 PM**

115 North Main St, Statesboro, GA 30458

## 1. CALL TO ORDER, WELCOME MEDIA AND VISITORS

Vice-Chairman Rushing welcomed guests and called the meeting to order.

## 2. INVOCATION AND PLEDGE

Vice-Chairman Rushing gave the invocation and Pledge of Allegiance.

## 3. ROLL CALL

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call for the commissioners and staff.

Attendee Name	Title	Status	Arrived
Ray Mosley	Commissioner	Present	
Anthony Simmons	Commissioner	Present	
Curt Deal	Commissioner	Absent	
Roy Thompson	Chairman	Absent	
Walter Gibson	Commissioner	Absent	
Jappy Stringer	Commissioner	Present	
Timmy Rushing	Vice-Chairman	Present	

The following staff were present: Chief Financial Officer Kristie King, Tax Commissioner Leslie Akins, Assistant County Manager Cindy Steinmann, and Community Relations Manager Broni Gainous.

## 4. APPROVAL OF GENERAL AGENDA

Vice-Chairman Rushing asked for changes and/or modifications to the General Agenda. Hearing none, he called for a motion to approve the General Agenda as presented.

1. A motion was made to approve the General Agenda as presented.

<b>RESULT:</b>	Approved [Unanimous]
<b>MOVER:</b>	Jappy Stringer, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Jappy Stringer
<b>ABSENT:</b>	Curt Deal, Walter Gibson

## 5. PUBLIC HEARING- PROPOSED PROPERTY TAX INCREASE

Vice-Chairman Rushing stated the next item on the agenda was a Public Hearing.

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (Consent Agenda)

1. A motion was made to open the floor to the public for questions and/or comments regarding the proposed property tax increase.

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Jappy Stringer, Commissioner
<b>SECONDER:</b>	Anthony Simmons, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Jappy Stringer
<b>ABSENT:</b>	Curt Deal, Walter Gibson

Barbara Mitchell asked why there was a difference in the amount assessed for non-conforming properties. She stated in her research, she reviewed the inclusion of possible exemptions and she was still not able to see why there was such a difference in the assessed amounts. Mrs. Mitchell asked what was the purpose of the increase. She stated she had already spoken with Chief Tax Assessor John Scott.

Assistant County Manager Cindy Steinmann explained how SPLOST funds were used.

Commissioner Mosley suggested Mrs. Mitchell meet with Mr. Scott again to see how the situation can be resolved.

William Emley expressed input regarding property tax increases. He asked if the County was spending funds wisely and if the County is properly evaluating the necessity of its projects. Mr. Emley stated there needed to be more communication and education to citizens regarding the allocation and use of funds.

The Board thanked the audience for their comments and attendance at the meeting.

2. A motion was made to close the floor to the public for questions and/or comments regarding the proposed property tax increase.

<b>RESULT:</b>	Approved [ <b>Unanimous</b> ]
<b>MOVER:</b>	Anthony Simmons, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Jappy Stringer
<b>ABSENT:</b>	Curt Deal, Walter Gibson

## 6. COMMISSION AND STAFF COMMENTS

Vice-Chairman Rushing called for general comments from the commissioners and staff.

Chief Financial Officer Kristie King reminded the Board of the Special Called Meeting scheduled for August 26, 2022 at 8:30am.

## 7. ADJOURN

Vice-Chairman Rushing called for a motion to adjourn the meeting.

1. A motion was made to adjourn the meeting.



<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Anthony Simmons, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Anthony Simmons, Jappy Stringer
<b>ABSENT:</b>	Curt Deal, Walter Gibson

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Chairman

Attest: \_\_\_\_\_

Olympia Gaines, Clerk

Minutes Acceptance: Minutes of Aug 16, 2022 6:00 PM (Consent Agenda)



# BULLOCH COUNTY BOARD OF COMMISSIONERS

**MINUTES • AUGUST 26, 2022**

**Special Meeting**

**North Main Annex Community Room**

**8:30 AM**

115 North Main St, Statesboro, GA 30458

## 1. CALL TO ORDER, WELCOME MEDIA AND VISITORS

Chairman Thompson welcomed guests and called the meeting to order.

## 2. INVOCATION AND PLEDGE

Chief Tax Assessor John Scott gave the invocation and Pledge of Allegiance.

## 3. ROLL CALL

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call for the commissioners and staff.

Attendee Name	Title	Status	Arrived
Ray Mosley	Commissioner	Present	
Anthony Simmons	Commissioner	Absent	
Curt Deal	Commissioner	Present	
Roy Thompson	Chairman	Present	
Walter Gibson	Commissioner	Present	
Jappy Stringer	Commissioner	Present	
Timmy Rushing	Vice-Chairman	Absent	

The following staff were present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, County Attorney Jeff Akins, Chief Financial Officer Kristie King, Assistant Chief Financial Officer Breanna Haydon, Chief Tax Assessor John Scott, and Tax Commissioner Leslie Akins.

## 4. APPROVAL OF GENERAL AGENDA

Chairman Thompson called for changes and/or modifications to the General Agenda. Hearing none, he called for a motion to approve the General Agenda as presented.

1. A motion was made to approve the General Agenda as presented.

<b>RESULT:</b>	Approved [Unanimous]
<b>MOVER:</b>	Ray Mosley, Commissioner
<b>SECONDER:</b>	Curt Deal, Commissioner
<b>AYES:</b>	Ray Mosley, Curt Deal, Walter Gibson, Jappy Stringer
<b>ABSENT:</b>	Anthony Simmons, Timmy Rushing

## 5. NEW BUSINESS

Minutes Acceptance: Minutes of Aug 26, 2022 8:30 AM (Consent Agenda)

1. 2445: To dispense with the reading and adopt a resolution to approve the millage rates for calendar year 2022

Chairman Thompson called on County Manager Tom Couch to initiate discussion on the matter.

Mr. Couch stated the attached resolution adopts the millage rates for calendar year 2022 as follows: Bulloch County Board of Commissioners M&O 11.350 mills, Bulloch County Rural Fire District M&O 1.97 mills, Statesboro Special Fire Tax District M&O 2.25 mills, and Bulloch County Board of Education M&O 8.263 mills.

Without further discussion, a motion was made to dispense with the reading and adopt a resolution to approve the millage rates for calendar year 2022 (See Exhibit #2022-199).

<b>RESULT:</b>	Approved [Unanimous]
<b>MOVER:</b>	Curt Deal, Commissioner
<b>SECONDER:</b>	Walter Gibson, Commissioner
<b>AYES:</b>	Ray Mosley, Curt Deal, Walter Gibson, Jappy Stringer
<b>ABSENT:</b>	Anthony Simmons, Timmy Rushing

## 6. EXECUTIVE SESSION- REAL ESTATE

Chairman Thompson stated the Board must now enter into Executive Session for the purpose of discussing real estate matters. He called for a motion to enter into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3 (b) (1)(B) and other applicable laws pursuant to the advice of County Attorney Jeff Akins for the purpose of discussing real estate matters.

1. A motion was made to enter into Executive Session for the purpose of discussing real estate matters in accordance with the provisions of O.C.G.A. § 50-14-3(b)(1)(B) and other applicable laws (See Exhibit #2022-200).

<b>RESULT:</b>	Approved [Unanimous]
<b>MOVER:</b>	Walter Gibson, Commissioner
<b>SECONDER:</b>	Ray Mosley, Commissioner
<b>AYES:</b>	Ray Mosley, Curt Deal, Walter Gibson, Jappy Stringer
<b>ABSENT:</b>	Anthony Simmons, Timmy Rushing

## 7. COMMISSION AND STAFF COMMENTS

Chairman Thompson called for general comments from the commissioners and staff.

There were no commissioners and staff comments.

## 8. ADJOURN

Chairman Thompson called for a motion to adjourn the meeting.

1. A motion was made to adjourn the meeting.

<b>RESULT:</b>	Approved <b>[Unanimous]</b>
<b>MOVER:</b>	Walter Gibson, Commissioner
<b>SECONDER:</b>	Jappy Stringer, Commissioner
<b>AYES:</b>	Ray Mosley, Curt Deal, Walter Gibson, Jappy Stringer
<b>ABSENT:</b>	Anthony Simmons, Timmy Rushing

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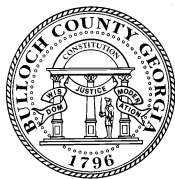
Chairman

Attest: \_\_\_\_\_

Olympia Gaines, Clerk

Minutes Acceptance: Minutes of Aug 26, 2022 8:30 AM (Consent Agenda)





## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Parks and Recreation**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to approve acceptance of a Georgia Recreation and Park Association (GRPA) BOOST Grant Award for 2022-2023.**

**Summary / Background Attach Detailed Summary:**

Bulloch County Recreation & Parks Department has once again been selected to receive the Georgia Recreation & Parks Association (GRPA) BOOST grant for the contract period of August 1, 2022 - June 30, 2023. This grant in the amount of \$288,693.27 will help us to provide comprehensive out-of school time services / programming in our community. Acceptance of the GRPA BOOST Grants Program Contract is recommended.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required? NO

**Attach Detailed Analysis, If Needed:**

### Agenda Item Review and Approval

Review:

Jeff Akins	Completed	08/23/2022 3:47 PM
Tom Couch	Completed	08/24/2022 9:08 AM
Cindy Steinmann	Completed	08/24/2022 9:17 AM
Olympia Gaines	Completed	08/26/2022 4:49 PM
Eddie Canon	Completed	08/29/2022 11:00 AM
Kristie King	Pending	
Board of Commissioners	Pending	09/06/2022 5:00 PM

**Georgia Recreation and Park Association – BOOST Program  
2022 – 2023 MOU & Assurances for Contractors Receiving American  
Rescue Plan Act (ESSER) Funds - AFTERSCHOOL 2022-2023  
CONTRACTS**

Georgia Recreation and Park Association, Inc.  
**Memorandum of Agreement (MOU)**

**Georgia Recreation and Park Association, Inc.** (hereinafter referred to as “GRPA”), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding (“MOU”) with Bulloch County (hereinafter referred to as the “Contractor”) in the total amount of \$ 288,693.27 to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor's local community
- Combat learning loss and meet students' well-being, connectedness, and mental health needs
- Directly support learning acceleration and whole child approaches to positive youth development
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students' comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged
- Expand access to serve more youth, with an emphasis on children who were most impacted by the pandemic
- Reduce barriers to participation to ensure access for all
- Increase programmatic quality and expand or enhance supports/services offered

As a condition of this MOU, the parties agree as follows:

**1. Use of Funds.**

The overall purpose of the services provided under this MOU is to support learning acceleration, connectedness, and well-being of Georgia's students, utilizing a whole child approach. Funds will be expended only in accordance with this MOU and as specified as allowable in the GRPA RFP and/or in any approved budgets. Any changes in the implementation of the contracted services will require the prior written approval of GRPA.

**2. Contract Period, Invoicing & Payment.**

The contract period for this MOU **August 1, 2022 – June 30, 2023** (“Contract Program Period”, Financial process will continue for at least 30 days after program period ends), subject to the terms contained in this MOU. The Contractor shall invoice GRPA no more frequently than monthly for services provided during the Contract Period. GRPA will pay the Contractor's invoice within 30 days *with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process.*

**3. GRPA BOOST Project Administrator.** The GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish persons to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.

**4. Reports.** The Contractors agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA to effectively administer the Program. Monthly reports shall include financial reporting for the period covered, narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation



**Georgia Recreation and Park Association – BOOST Program**  
**2022 – 2023 MOU & Assurances for Contractors Receiving American**  
**Rescue Plan Act (ESSER) Funds - AFTERSCHOOL 2022-2023**  
**CONTRACTS**

Form and Final Reports as required. The Final Report for each year of the Program shall be due - July 31, 2023 (or date specified by GaDOE/GSAN), GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

**5. Accounts & Recordkeeping.**

The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for reimbursement. Books and records may be requested by GRPA or GRPA's grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program for a period of at least (5) years after the Contract Period ends (or according to Georgia Secretary of State Record Retention Policies).

**6. Assurances, Warranties, & Representations.**

The Contractor named in this MOU is a recipient of federal ESSER funds in the GRPA BOOST Program, which utilizes relief funds provided by the American Rescue Plan Act. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. Failure to follow any aspect of the contract agreement, including these assurances, may result in the delay, reduction, or termination of said agreement and accompanying funds.

These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The contractor hereby assures that it will comply with the following:

<b>Assurances</b>	
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor.
2.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
4.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
5.	The services will take place in a safe and easily accessible facility. It is the responsibility of the Contractor to ensure that it meets all requirements, including but not limited to, child-care licensing, occupancy, fire, water, and transportation of students.
6.	The services will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
7.	Prior to any material change affecting the purpose, administration, organization, budget, or operation of the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
8.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
9.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for Federal and state funds paid to the Contractor to perform its duties.
10.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other state or Federal officials.

Attachment: GRPA BOOST 2022-2023 MO 9-6-22 (Acceptance of GRPA Grant Award)



**Georgia Recreation and Park Association – BOOST Program**  
**2022 – 2023 MOU & Assurances for Contractors Receiving American**  
**Rescue Plan Act (ESSER) Funds - AFTERSCHOOL 2022-2023**  
**CONTRACTS**

11.	The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties.
12.	The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.
13.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of its Fidelity and Liability Insurance Policy and proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
14.	All invoices for service will be submitted in a timely manner as stipulated by the Subgrantee in the contract agreement.
15.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
16.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
17.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
18.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance of work pursuant to BOOST Program.

Additionally, all Contractors agree to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations including COVID-19 mitigation strategies, (e.g., mask wearing, social distancing, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer service is in operation. Teacher/Lead Caregivers must be at least 18 years of age and the assistant caregiver/aide may be 16 or 17 years of age; however, a director must be at least 21 years of age.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Staff-to-student ratios when students are in or on the water (over 2 feet deep) is one staff person to 6 students for students aged 4 years and older who cannot swim 15 yards unassisted and a 1:15 ratio for students aged 4 years and older who can swim a distance of 15 yards unassisted.



**Georgia Recreation and Park Association – BOOST Program**

**2022 – 2023 MOU & Assurances for Contractors Receiving  
American Rescue Plan Act (ESSER) Funds - AFTERSCHOOL  
2022-2023 CONTRACTS**

- Staff-to-student ratios when students are in or on the water (less than 2 feet deep) is one staff person to 20 students for students aged 5 years or a 1:25 ratio for students aged 6 years and older.
- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
  - most of the children in a group are not accustomed to or are afraid of the water
  - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
  - the water facility is particularly crowded or
  - the children have special needs which impact on their ability to participate safely in the water-related activity.
- Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly, and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

GRPA Agency Contractor represents and warrants to GRPA, Inc. a. This MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.

b. GRPA Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.

c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.

d. GRPA contractor agencies shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, GRPA contractor agencies hereby agrees to indemnify, defend, and hold harmless GRPA Inc. from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest, penalties and reasonable attorney's fees and expenses, that GRPA Inc. may incur as a result of any negligent or willful acts or omissions of GRPA Agency or any of its agents or employees.

**7. No Lobbying.**

GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

**Georgia Recreation and Park Association – BOOST Program  
2022 – 2023 MOU & Assurances for Contractors Receiving  
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2022-2023 CONTRACTS**

8. *Compliance. See above Assurances.*

9. *Additional Obligations of GRPA Contractor.*

In consideration of the contractual funding herein, CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

10. *Miscellaneous.*

- a. No failure to exercise, and no delay in exercising, on the part of GRPA, Inc., any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
- b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.
- c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- d. GRPA Contractor understands that there is no commitment by the GRPA, Inc. to supply any further support for the Program. GRPA, Inc. considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.
- e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

11. *Standard Terms and Conditions. This MOU is subject to the above.*

IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK  
ASSOCIATION, INC

GRPA BOOST AGENCY CONTRACTOR:

[Organization Name:]

*Bulloch County  
Recreation & Parks*

Signature: *Steve Card*

Signature: \_\_\_\_\_

Name: Steve Card

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: 08/09/2022

Date: \_\_\_\_\_

Attachment: GRPA BOOST 2022-2023 MO 9-6-22 (Acceptance of GRPA Grant Award)



To: GRPA Afterschool 2022-2023 Boost Contract Applicants

From: GRPA BOOST

Date: August 2, 2022



Agency: Bulloch

Contract Award: 288693.27

Email Address: jdeal@bullochrec.com

Director Email: ecanon@bullochrec.com

Subject: BOOST Contract Award Notification

\*Please send a brief acknowledgement of receipt of this email and acceptance of Contract Award to [GRPA@GRPA.ORG](mailto:GRPA@GRPA.ORG) and [ADMIN@GRPA.ORG](mailto:ADMIN@GRPA.ORG) . This will help us ensure the information has been received and your intent.

Dear GRPA BOOST Contract Applicant – Afterschool 2022-2023,

We received numerous applications for GRPA Building Opportunities in Out-of-School Time (BOOST) Afterschool Program, which seeks to leverage out-of-school time and whole child supports to address learning loss in Georgia. **As the primary subgrantee with the Georgia Department of Education (GaDOE), the Georgia Recreation and Park (GRPA) is pleased to inform you that your organization has been selected to receive a contract to operate comprehensive Afterschool Programming in your community.** Congratulations as this was a highly competitive contractor selection process, and we celebrate with you on your success. Your approved, contract amount for Year 2, Afterschool August 2022 – June 2023 can be found above. **Due to the requested funds needed versus available funds your Contract Amounts may be different than your Requests. If your contracted amount is different you will need to submit an revised budget ( BOOST Budget Projection/Reimbursement EXAMPLE ).** We had 18 agencies apply for 2022-2023 Afterschool Contracts.

The BOOST funding recommendations are based on your application's overall percentile score in comparison to all other applicants on each required element of the application, the BOOST Funding Matrix , FRPL percentages and your organization's dosage of programming. Each application was fully read and scored by qualified evaluators.

All funded organizations must be prepared to comply with all Memorandum of Understand Afterschool 2022-2023 , GaDOE Conflict of Interest -and all other requirements and expectations set forth in writing by GRPA. There will be a **mandatory webinar** that all contractors must attend – details TBD.

In addition, before accepting a BOOST contract, organizations should self-assess and affirm their capacity to:

- carry out their programming within available financial resources,
  - **Note: Your contract amount may be less than you requested** - consider carefully if the awarded funds are sufficient to operate programming. GRPA will work with you to adjust your budget accordingly.

Attachment: GRPA BOOST 2022-2023 MO 9-6-22 (Acceptance of GRPA Grant Award)

- attend and engage in required training and technical support with GRPA and/or the Georgia Statewide Afterschool Network (GSAN),
- collect any required data and outcome measures as described in the RFP/MOU,
- participate in any reasonable program evaluation efforts,
- utilize a minimum 3 months of working capital, if necessary, to begin programming while trainings are conducted and budgets finalized and reviewed (GRPA, based on information made available by GSAN and GaDOE anticipates processing reimbursements monthly thereafter).

If you are unsure of your organization's ability to meet the requirements of the BOOST program, if you have questions regarding the requirements, or if you wish to decline your Contract Award, please contact [ADMIN@GRPA.ORG](mailto:ADMIN@GRPA.ORG) as soon as possible. Your formal Contract/Memorandum of Understanding (MOU) (forthcoming) with GRPA will be your written acceptance of this contract GRPA BOOST award.

**Next Steps:** As 1 of 18 organizations funded in the GRPA BOOST Afterschool Program, you will be expected to actively engage in the intake and orientation process.

**Below are 4 important steps to take as implementation begins:**

1. **ALL-** Complete the brief, Program Assurances/Memorandum of Understanding, COI and return by August 19, 2022. We recommend a senior member of management complete this form.
2. **NEW-** You must also submit a current W-9 dated within the past 12 months. Check and see if there are any changes regarding your ACH Form for Reimbursement and if new submit an ACH Form. Send these documents to [ADMIN@GRPA.ORG](mailto:ADMIN@GRPA.ORG) with the subject line "W-9 / ACH Forms" NO LATER THAN FRIDAY, August 19, 2022.
3. Spread the good news within your own networks! GRPA's press release will be issued when all documents have been received. Contact us if you would like us to provide a quote or statement specific to your organization.
4. Stay tuned! In the coming weeks you will receive additional information regarding Reimbursement Process, readiness assessment, grantee networking opportunities, and virtual orientation sessions that will cover program requirements and eligible expenses, technical assistance, data collection, and program sustainability.

**To recap, there are two immediate dates to remember:**

- \* Submit to GRPA any initial questions or concerns regarding your grant award.
- \* Complete and submit to GRPA your W-9, ACH, COI and Assurance/MOU Form by August 19, 2022 to: [grpa@grpa.org](mailto:grpa@grpa.org) and [admin@grpa.org](mailto:admin@grpa.org)

Your Afterschool Learning Program is critical to the long-term recovery and support of Georgia's children and families, as well as in addressing learning loss. We look forward to being a partner to you in the work to come!

Sincerely,

GRPA

*Steve Card*

Steve Card  
GRPA Executive Director

*Craig Sowell*

Craig Sowell  
GRPA Grant Administrator

Attachment: GRPA BOOST 2022-2023 MO 9-6-22 (Acceptance of GRPA Grant Award)



## Conflict of Interest &amp; Disclosure Policy

## Georgia Department of Education Conflict of Interest and Disclosure Policy

Georgia's conflict of interest and disclosure policy is applicable to entities conducting business on behalf of and /or doing business with the Department and entities receiving a grant to implement a program and/or project approved by the State Board of Education. This policy is applicable for entities receiving state and/or Federal funds.

Questions regarding the Department's conflict of interest and disclosure policy should be directed to the program manager responsible for the contract, purchase order and/or grant.

### I. Conflicts of Interest

It is the policy of the Georgia Department of Education (GaDOE) to avoid doing business with Applicants, subcontractors of Applicants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce, and to ensure that the award of grant Agreements is based upon fairness and merit.

#### a. Organizational Conflicts of Interest.

All grant applicants ("Applicants") shall provide a statement in their proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by the GaDOE, including but not limited to Local Education Agencies (LEAs), or with an organization whose interests may be substantially affected by GaDOE activities, and which is related to the work under this grant solicitation. The interest(s) in which conflict may occur shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's grant proposal. Key personnel shall include:

- any person owning more than 20% interest in the Applicant
  - the Applicant's corporate officers
  - board members
  - senior managers
  - any employee who is responsible for making a decision or taking an action on this grant application or any resulting Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- i. The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed Agreement can be accomplished in an impartial and objective manner.
  - ii. In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its grant application a statement certifying that to the best of its knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract.
  - iii. GaDOE will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant

Georgia Department of Education

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## Conflict of Interest & Disclosure Policy

information known to GaDOE, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, GaDOE may:

1. Disqualify the Applicant, or
  2. Determine that it is otherwise in the best interest of GaDOE to make an award to the Applicant and include appropriate provisions to mitigate or avoid such conflict in the grant awarded.
- iv. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for an award. If nondisclosure or misrepresentation is discovered after award, the resulting grant Agreement may be terminated. If after award the Applicant discovers a conflict of interest with respect to the grant awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate the Agreement for convenience if GaDOE deems that termination is in the best interest of the GaDOE.

### b. Employee Relationships

- i. The Applicant must provide the following information with its application and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former GaDOE employee subject to this clause:
  1. The names of all Subject Individuals who:
    - a. Participated in preparation of proposals for award; or
    - b. Are planned to be used during performance; or
    - c. Are used during performance; and
- ii. The names of all former GaDOE employees, retained by the Applicant who were employed by GaDOE during the two-year period immediately prior to the date of:
  1. The award; or
  2. Their retention by the Applicant; and
  3. The date on which the initial expression of interest in a future financial arrangement was discussed with the Applicant by any former GaDOE employee whose name is required to be provided by the contractor pursuant to subparagraph (ii); and
  4. The location where any Subject Individual or former GaDOE employee whose name is required to be provided by the Applicant pursuant to subparagraphs (i) and (ii), are expected to be assigned.
- iii. "Subject Individual" means a current GaDOE employee or a current GaDOE employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- iv. The Applicant must incorporate this clause into all subcontracts or consultant agreements awarded under this Agreement and must further require that each such

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## Conflict of Interest & Disclosure Policy

subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

- v. The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

### c. Remedies for Nondisclosure

The following are possible remedies available to the GaDOE should an Applicant misrepresent or refuse to disclose or misrepresent any information required by this clause:

1. Termination of the Agreement.
2. Exclusion from subsequent GaDOE grant opportunities.
3. Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the grant agreement.

- d. Annual Certification. The Applicant must provide annually, based on the anniversary date of Agreement award, the following certification in writing to GaDOE. The annual certification must be submitted with the grantees annual end of year program report.

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The Applicant represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement and complete disclosure has been made.

☐ No former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement, and disclosure is not required.

## II. Disclosure of Conflict of Interest after Agreement Execution

If after Agreement execution, Applicant discovers a conflict of interest which could not reasonably have been known prior to Agreement execution; an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate this Agreement for convenience if GaDOE deems that termination is in the best interest of GaDOE.

## III. Incorporation of Clauses

The Applicant must incorporate the clauses in paragraphs A, B, and C of this section into all subcontracts or consultant agreements awarded under this Agreement and must further require

## Conflict of Interest & Disclosure Policy

that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

\_\_\_\_\_  
Signature of Fiscal Agency Head (official sub-grant recipient)

**Roy Thompson, Chairman**

\_\_\_\_\_  
Typed Name of Fiscal Agency Head and Position Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant's Authorized Agency Head (required)

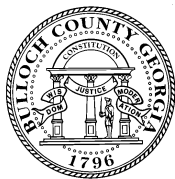
**Eddie Canon, Director**

\_\_\_\_\_  
Typed Name of Applicant's Authorized Agency Head and Position Title

\_\_\_\_\_  
Date

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Attachment: GA Dept of Education 9-6-22 (Acceptance of GRPA Grant Award)



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**911**

**Meeting Date: September 6, 2022**

**Requested Motion or Item Title:**  
**Motion to purchase hardware for the 911 Telephone System Refresh.**

**Summary / Background Attach Detailed Summary:**

Our 911 telephone system is more than 5 years old and we need to purchase a hardware refresh. Our service and support contract that started in July is with RPSS (Ryan Public Safety Solutions) and they required that we do a hardware refresh within a year of the start of the contract. This is a sole source purchase.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required?	NO

**Attach Detailed Analysis, If Needed:**

### Agenda Item Review and Approval

**Review:**

Faye Bragg	Completed	08/29/2022 8:24 AM
Kristie King	Completed	08/29/2022 8:26 AM
Tom Couch	Completed	08/30/2022 10:48 AM
Cindy Steinmann	Completed	08/30/2022 10:48 AM
Board of Commissioners	Pending	09/06/2022 5:00 PM



SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	08/11/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	911	Department Head	Kelly Barnard
VENDOR INFORMATION			
Vendor Name	RPSS Ryan Public Safety Solutions		
Street Address	12119 US Highway 431		
City	Guntersville		
State and Zip Code	AL, 35976		
Phone Number	256-279-0082		
Fax Number			
E-mail or Web Site Address			
<p><b>Please specifically justify why the items or services to be approved for sole source treatment:</b></p> <p>We currently have our 911 telephone system under service and support contract with RPSS. When we went with RPSS as our vendor, they required that within a year we would need a hardware refresh. We budgeted for this in the new budget, and I was told by RPSS that the lead time for the hardware to be received by us would be 4-6 months from the date of the order. Our equipment was installed in 2017 and the hardware is more than 5 years old. We are having some issues with our lines not releasing after the call is complete. This is due to hardware issues and should be resolved with the hardware refresh. The refresh cost is \$123,460.00. 50% (\$61,730.00) due a execution of the agreement, 40% (\$49,384.00) due at beginning in the install and 10% (\$12346.00) due at acceptance.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	<b>Exclusive Rights:</b> Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
	<b>Replacement Parts, Equipment or Accessories:</b> Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
XX	<b>Technical Service:</b> Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	<b>Continuation of Prior Work:</b> Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	<b>Other:</b> Otherwise, due to special scientific, technological, or extraordinary specifications and circumstances, the goods or services is available from only one vendor.		
<b>ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELEIVERED FOB: BULLOCH COUNTY.</b>			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.			
<i>Kelly Barnard</i> Signature of Requestor			
<b>IF THE PUCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS</b>			

Attachment: sole source justification form-RPSS Hardware Refresh (911 Telephone System Hardware Refresh)

**BULLOCH COUNTY, GEORGIA**

**DATE:** 0/8/11/2022

				VENDOR QUOTATIONS					
				NO. 1		NO. 2		NO. 3	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	RPSS					
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
5 Positions	Hardware Refresh on 911 telephone system				\$123,460.00				
	PLUS FREIGHT								
	TOTALS				\$123,460.00				

REQUESTING DEPARTMENT 911	NOTES	AWARD TO: _____
		(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE <i>Kelly Barnard</i>		DEPT. ACCOUNT NO.: 215-38000-542500

Attachment: Request for Proposal

**Attachment: Requisition Form-RPSS Hardware Refresh (911 Telephone System Hardware Refresh)**

## EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement (this “**Agreement**”), together with any other documents incorporated into this Agreement by reference (including all Exhibits and Schedules to this Agreement, including the General Terms and Conditions of Equipment Sale, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, schedules, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, schedules, attachments, and appendices.

### 1. Purpose

Sale and installation of Equipment

### Type of Agreement/Document

- ☒ Original Agreement  
☐ Amendment

### 2. Parties / Notices:

#### Seller/ RPSS:

Ryan Public Safety Solutions (“**RPSS**”)  
 12119 US Highway 431  
 Guntersville, AL 35976  
 Phone: (256) 279-0082  
 E-mail:  
 Attention: Contract Administration

#### Purchaser / Customer:

Bulloch County  
 17245 Hwy 301 N.  
 Statesboro, GA 30458  
 Phone: 912.489.1661  
 E-mail: [kbarnard@bullochcounty.net](mailto:kbarnard@bullochcounty.net)  
 Contact Person: Kelly Barnard

### 3. Effective Date

\_\_\_\_\_

### 4. Equipment subject to Sale and Installation

See hardware, tools, materials, and equipment listed in Exhibit B (“**Equipment**”) attached to, and incorporated in its entirety by reference into, this Agreement.

### 5. Purchase Price

\$123,460.00

### 6. Purchase Price Payment Terms

- 50% within 30 days after the date of execution of the Agreement
- 40% within 30 days after the beginning of the installation
- Remaining 10% after the Acceptance Date

**7. Installation Schedule**

See Exhibit C attached to, and incorporated in its entirety by reference into, this Agreement.

**8. Equipment Delivery Site**

Customer's facility (or facilities, if applicable) designated for delivery of Equipment as set forth in Exhibit B attached to, and incorporated by reference into, this Agreement (a "**Facility**").

**9. Title to Equipment; Risk of Loss**

Title and risk of loss to all Equipment shall pass to Customer

- ☐ shipment  
☒ delivery

of Equipment to a Customer's Facility.

**10. Exhibits**

- ☒ **Exhibit A** – General Terms and Conditions of Equipment Sale (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).  
☒ **Exhibit B** – Description of Equipment  
☒ **Exhibit C** – Installation Schedule and Installation Charges  
☒ **Exhibit D** – Scope of Work  
☒ **Exhibit E** – Price List  
☒ **Exhibit F** – Final Certificate of Acceptance (Form)

**11. Other Agreements between Parties**

- ☒ Support and Maintenance Agreement  
☐ Enhanced 9-1-1 Services Software License Agreement

**12. Representative**

Name: Bob Sabin

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

RPSS:

**BULLOCH COUNTY, GA**

**RYAN PUBLIC SAFETY SOLUTIONS**

\_\_\_\_\_  
 Name: Thomas Couch  
 Title: Bulloch County Manager  
 Date:

\_\_\_\_\_  
 Name: Jeff Humbarger  
 Title: CFO  
 Date:



**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

1. **Applicability.** These General Terms and Conditions (the “**Terms**”) supplement the related specific Equipment Purchase and Sale Agreement (together with the Terms, the “**Agreement**”) between you (“**you**” or “**Customer**”) and Ryan Public Safety Solutions, an Alabama corporation (“**RPSS**”). These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. RPSS’s provision of services, Equipment, or other products or goods to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

RPSS and you may each individually be referred to as a “**Party**” and collectively as the “**Parties**”. All capitalized terms used, but not otherwise defined, in these Terms shall have the meaning ascribed to them in the Agreement.

2. **No License Grant.** Nothing in the Agreement (including these Terms) grants or shall be construed to grant to Customer any license or any other rights to any software owned or licensed by RPSS in connection with the Equipment.

3. **Purchase Price Payment.** The Purchase Price shall be paid by Customer to RPSS in US dollars by check or wire transfer of immediately available funds to an account designated by RPSS to Customer in writing.

4. **Taxes.** The Purchase Price, the Installation Charges (as defined hereinafter), and other amounts payable by Customer pursuant to the Agreement shall be exclusive of taxes and similar assessments, including the following taxes and charges with respect to the Equipment: (i) any present or future Federal, State, or local excise, sales, or use taxes; (ii) any other present or future excise, sales or use tax, or other charge or assessment upon or measured by the gross receipts from the transactions provided in the Agreement or any allocated portion thereof or by the gross value of the Equipment, and other materials provided under the Agreement; and (iii) any present or future property, inventory, or value-added tax or similar charge. Customer will pay and discharge,

either directly to the governmental agency or as billed by RPSS, the foregoing taxes and charges and all assessments, and other taxes with respect to the transactions provided in the Agreement and all Equipment and services provided under the Agreement, including these Terms (excluding any Federal, state, local or foreign income taxes, or any tax on gross receipts or gross revenue which is in the nature of an income tax, or any franchise, net worth or capital taxes, imposed upon RPSS).

5. **Title; Risk of Loss; Security.** Title and risk of loss to all Equipment shall pass to Customer as set forth in Section 9 of the Agreement. The Agreement will constitute a security agreement with respect to all Equipment up to the date of payment of the Purchase Price and Installation Charges in full, and Customer hereby authorizes RPSS to sign and file on behalf of Customer any financing statements or other documents that may be necessary for RPSS to perfect or maintain such security interest. In furtherance and not in limitation of the foregoing, Customer shall promptly execute and deliver such documentation as may be reasonably requested by RPSS, in proper form, to perfect RPSS’s security interest under the applicable statute, law, or regulation. Customer will not cause or permit any other security interest, lien, encumbrance, or claim to attach to any of the Equipment which shall have priority over or be ahead of RPSS’s security interest. Until RPSS has received full payment of the Purchase Price and Installation Charges, RPSS shall have all rights and remedies of a secured party under the Uniform Commercial Code and other applicable laws, statutes, codes, and regulations, in addition to all other rights as established in the Agreement, which rights and remedies, to the extent permitted by law, shall be cumulative.

6. **Site Preparation.** Customer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (the “**Installation Site**”). Specifically, Customer agrees to provide at all times climate controlled facilities at the Installation Site for the proper installation and operation of the Equipment in accordance with the manufacturer’s specifications. Customer shall provide all necessary heat, A/C, and electricity, including without limitation backup generator power, where the Equipment will be located within the Installation Site

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

for proper operation of the Equipment. In addition to the foregoing, Customer shall install or cause to be installed all telecommunications and data facilities necessary to properly operate the Equipment which are not specifically provided by RPSS under the Agreement.

**7. Installation.** Upon delivery of the Equipment to the applicable Facility, RPSS shall install the Equipment at the Installation Site at that Facility in accordance with the installation schedule for that piece of Equipment as set forth in Exhibit C attached to, and incorporated by reference into, the Agreement (the “**Installation Schedule**”), and Customer shall pay to RPSS the fees associated with such installation as set forth in the Installation Schedule (the “**Installation Charges**”). RPSS shall install the Equipment in a workmanlike manner, consistent in all material respects with the manufacturer’s instructions and the scope of work set forth in Exhibit D (the “**Scope of Work**”) attached to, and incorporated by reference into, the Agreement.

**8. Testing; Acceptance.** Upon completion of the Equipment installation, RPSS shall notify Customer in writing that the Equipment has been installed and is ready for use (an “**Installation Notice**”) and shall present Customer with a final certificate of acceptance in the form of Exhibit E to the Agreement for Customer’s execution (a “**Final Certificate of Acceptance**”). Upon its receipt of the Installation Notice, Customer shall have fourteen (14) days to test the Equipment. If, upon completion of such Equipment testing, Customer does not identify any material deficiencies or defects in the Equipment, Customer shall send RPSS a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer. If, however, upon completion of such Equipment testing, Customer does identify any material deficiencies or defects in the Equipment in good faith, Customer shall provide RPSS with written notice setting forth in reasonable detail the description of any defect or deficiency in the Equipment that does not meet the Scope of Work (a “**Deficiency Notice**”). RPSS shall cure any material defect or deficiency set forth in a Deficiency Notice in a timely manner and then issue Customer a new Installation Notice. If Customer does not issue a Deficiency Notice to RPSS within fourteen (14) days after its receipt of an Installation Notice, then the

Equipment shall be deemed to meet the Scope of Work and to have been accepted by Customer upon such fourteenth day (the “**Acceptance Date**”), and Customer shall deliver to RPSS a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer.

**9. Manufacturer’s Warranty.**

(a) RPSS shall provide Customer with any manufacturer’s warranty provided by the manufacturer of the Equipment (the “**Manufacturer**”), including any warranty relating to defects in material and manufacturing workmanship (the “**Warranty**”). To the extent provided by the Manufacturer, the Warranty also shall apply to any replacement part. RPSS shall take reasonable steps to transfer the Warranty directly to the Customer, to the extent requested by the Customer; otherwise, RPSS shall cooperate with Customer in making any claims against the Manufacturer relating to the Warranty, so long as Customer: (i) notifies RPSS in writing of the warranty breach before the expiration of the Warranty; and (ii) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including the payment of all amounts and payments then due and owing).

(b) Notwithstanding anything to the contrary contained in the Agreement, the Terms, or otherwise, Customer acknowledges that the Warranty may not apply with respect to problems arising out of or relating to the following, without limitation: (i) Equipment or any components or parts thereof that are modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the Equipment other than as specified in the manuals, instructions, specifications, and other documents and materials issued by the Manufacturer describing the functionality, components, features, or requirements of the Equipment (“**Documentation**”), including any operation or use of the Equipment with any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer’s use in the Documentation; (iii) any negligence, abuse, misapplication, or misuse of the Equipment, including any Customer use of the Equipment other than as specified in the Documentation; (iv) any delay or failure of performance caused in whole or in part by any

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

Customer's delay or failure to perform its obligations; (v) Equipment that has been subject to unauthorized alteration, modification, or repair; (vi) defects or failures resulting from handling, storage, operation, or interconnection of the Equipment; (vii) failure to continually provide a suitable installation and operational environment at the Facility and/or the Installation Site; or (viii) any other cause beyond the range of normal usage for the Equipment.

**10. Disclaimer of Other Warranties.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9 ABOVE, THE EQUIPMENT AND SERVICES DELIVERED BY RPSS PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS) ARE PROVIDED "AS IS." RPSS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE EQUIPMENT OR ANY SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). WITHOUT LIMITING THE FOREGOING, RPSS MAKES NO WARRANTY OF ANY KIND THAT THE EQUIPMENT, THE SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS), OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, CUSTOMER HAS SOLE RESPONSIBILITY FOR ANY AND ALL CHANGES THAT MAY BE REQUIRED TO ENSURE FITNESS FOR USE IN CUSTOMER'S APPLICATION AND FOR OBTAINING ALL NECESSARY GOVERNMENTAL AND ANY

OTHER CERTIFICATIONS THAT MAY BE REQUIRED FOR CUSTOMER'S OPERATION OF THE EQUIPMENT.

**11. General Indemnification.**

(a) Customer and RPSS shall indemnify, defend and hold the other harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person for personal injury or death or for loss of or damage to property resulting from the indemnitor's gross negligence or knowing and willful misconduct under the Agreement. Where personal injury, death or loss of or damage to property is the result of the joint gross negligence or knowing and willful misconduct of Customer and RPSS, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint gross negligence or knowing and willful misconduct.

(b) Customer shall indemnify, defend and hold RPSS harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person (including, without limitation, any of Customer's customers or any person or entity that Customer permits to use any service provided by Customer) based on any claim in connection with: (i) the Equipment provided to any customer of Customer (including end users) or the failure of Customer to provide such Equipment and any service; (ii) any material misrepresentation or material omission made by Customer regarding the Equipment or any service to be provided by Customer; (iii) any claim by any customer or subscriber of Customer arising from loss of service due to the termination of the Agreement or any other reason; and (iv) any violation by Customer of local, state or federal laws, rules and regulations.

(c) Each Party's indemnification obligation shall be contingent upon the indemnitee giving prompt written notice to the indemnitor of any such claim, demand, or cause of action and permitting the indemnitor to have sole control of the defense thereof.

**12. Default by RPSS**

(a) The occurrence of any one or more the following events (herein called "Events of

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

**RPSS Default**”) shall constitute a default by RPSS under the Agreement:

- (i) Default by RPSS in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after receipt of a written notice of such default from Customer; or
  - (ii) The making of an assignment by RPSS for the benefit of its creditors or the admission by RPSS in writing of its inability to pay its debts as they become due, or the insolvency of RPSS, or the filing by RPSS of a voluntary petition in bankruptcy, or the adjudication of RPSS as bankrupt, or the filing by RPSS of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of RPSS, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by RPSS admitting, or the failure by RPSS to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by RPSS to, or acquiescence by RPSS in, the appointment of any trustee, receiver or liquidator of RPSS or of all or any substantial part of the properties of RPSS, or the commission by RPSS of any act of bankruptcy, as amended; or
  - (iii) The failure by RPSS, within sixty (60) days after the commencement of any proceeding against RPSS seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of RPSS, or any trustee, receiver or liquidator of RPSS or of all or any substantial part of the properties of RPSS, to vacate such appointment.
- (b) Upon the occurrence of any one or more Events of RPSS Default, Customer may, in addition to any other rights or remedies available to it at law or in equity (subject to the limitations

described in Section 14 of these Terms), terminate the Agreement (including these Terms) immediately upon written notice. RPSS shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Customer on account of such default including all court costs and reasonable attorneys’ fees.

**13. Default by Customer.**

(a) The occurrence of any one or more the following events (herein called “**Events of Customer Default**”) shall constitute a default by Customer under the Agreement (including these Terms):

- (i) Default by Customer in the payment of any charge payable under the Agreement (including these Terms) as and when the same becomes due and payable and such default continues for a period of fifteen (15) days after written notice of such default from RPSS; or
- (ii) Default by Customer in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after written notice thereof from RPSS; or
- (iii) Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement; or
- (iv) The making of an assignment by Customer for the benefit of its creditors or the admission by Customer in writing of its inability to pay its debts as they become due, or the insolvency of Customer, or the filing by Customer of a voluntary petition in bankruptcy, or the adjudication of Customer as bankrupt, or the filing by Customer of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of Customer, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by Customer admitting, or the failure by Customer to deny, the material allegations of a petition filed



**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

against it for any such relief, or the seeking or consenting by Customer to, or acquiescence by Customer in, the appointment of any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, or the commission by Customer of any act of bankruptcy; or

(v) The failure by Customer, within sixty (60) days after the commencement of any proceeding against Customer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of Customer, or any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, to vacate such appointment.

(b) Upon the occurrence of any Event of Customer Default, RPSS may, in addition to any other rights or remedies available to it at law or in equity, withhold performance or further performance under the Agreement (including these Terms) until all such defaults have been cured or terminate the Agreement (including these Terms) immediately upon written notice. In addition, upon termination of the Agreement (including these Terms) for the default of Customer, RPSS may, at its option, require Customer to disable any Equipment previously installed pursuant to the Agreement (including these Terms). Customer shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by RPSS on account of such default including all court costs and reasonable attorneys' fees.

**14. Limitation of Liability.**

(a) IN NO EVENT WILL RPSS (OR ANY OF ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, OR INDEPENDENT CONTRACTORS) BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER

ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER RPSS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF RPSS AND ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, AND INDEPENDENT CONTRACTORS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PURCHASE PRICE AND INSTALLATION CHARGES PAID TO RPSS PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(c) The remedies of Customer and **RPSS** set forth in the Agreement (including these Terms) are exclusive and in lieu of all other remedies, express or implied. Except for the remedies provided for in the Agreement (including these Terms), neither **RPSS** nor its subcontractors shall be liable for any delay or failure of performance of the Equipment or services provided in the Agreement.

**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

**15. Force Majeure.** In no event will RPSS be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond RPSS's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement (including these Terms) if a Force Majeure Event continues substantially uninterrupted for a period of ninety (90) days or more. In the event of any failure or delay caused by a Force Majeure Event, RPSS shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**16. Confidentiality.**

(a) In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 16(b) of these Terms, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing the financial terms of the Agreement (including these Terms) are the

Confidential Information of RPSS.

(b) Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

(c) The Receiving Party shall:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(ii) except as may be permitted under the terms and conditions of Section 16(c) of these Terms, not disclose or permit access to Confidential Information other than to its representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 16; and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 16;

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(v) ensure its representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 16.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 16 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its representatives.

(d) If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 16(b) of these Terms; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 16(c), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

(e) Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

#### **17. General.**

(a) ***Relationship of the Parties.*** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(b) ***Interpretation.*** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, schedules, attachments and appendices mean the exhibits, schedules, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS (EQUIPMENT PURCHASE AND SALE AGREEMENT)

interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

(c) **Headings.** The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

(d) **Entire Agreement.** The Agreement, together with these Terms and any other documents incorporated by reference in the Agreement (including these Terms), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without RPSS's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 17(e) is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

(f) **No Third-Party Beneficiaries.** The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

(g) **Amendment and Modification; Waiver.** No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party

of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) **Severability.** If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement be consummated as originally contemplated to the greatest extent possible.

(i) **Governing Law; Submission to Jurisdiction.** The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Alabama or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.



**EXHIBIT A****GENERAL TERMS AND CONDITIONS**  
**(EQUIPMENT PURCHASE AND SALE AGREEMENT)**

(j) ***Waiver of Jury Trial.*** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

(k) ***Equitable Remedies.*** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 11 (Indemnification) or Section 16 (Confidentiality) of these Terms would cause RPSS irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, RPSS will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) ***Attorneys' Fees.*** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

(m) ***Responsibility for Employees.*** Customer shall remain responsible and liable for: (a) the supervision, coordination, and performance of Customer's employees, officers, directors, consultants, agents, independent contractors, and representatives (the "**Representatives**") in connection with the Agreement; and (b) all acts and omissions of Customer's Representatives, each of which shall be ascribed to the Customer to the same extent as if such acts or omissions were by Customer itself. Any noncompliance by any Customer Representative with the provisions of the Agreement will constitute Customer's breach of the Agreement (including these Terms). In no event shall Customer, or the principals or employees of Customer, be deemed employees, servants or agents of RPSS, and in no event shall RPSS be liable for the acts of Customer or the principals or

employees of Customer. Each Party will be responsible for the payment of compensation to their own employees, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The terms and conditions of this Section 17(m) shall survive termination of the Agreement.

(n) ***Survival.*** The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination of the Agreement, will survive any termination of the Agreement: Sections 10 (Disclaimer of Other Warranties), 11 (Indemnification), 14 (Limitation of Liability), 16 (Confidentiality), and 17 (General) of these Terms.

(o) ***Compliance with Laws.*** Each Party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under the Agreement.

(p) ***Notices.*** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 17(p) will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**EXHIBIT B**  
**DESCRIPTION OF EQUIPMENT**

RPSS will be refreshing the Guardian Next Generation 9-1-1 Call Handling system. The Guardian is a powerful, flexible and extremely reliable solution, designed to open standards, and is IP from the core to the call-taker user interface. Guardian is a modular and scalable platform, designed specifically for public safety, and provides a seamless migration from legacy emergency communications to NENA i3 standards. All hardware will be replaced with new hardware, and software will be upgraded to the latest version as provided by Solacom.

The purchased configuration includes a single backroom deployment with four standard Guardian Call Taking positions.

**EXHIBIT C**  
**INSTALLATION SCHEDULE**

**Installation Schedule:**

RPSS shall be responsible to install the Equipment only when Customer has properly prepared the Installation Site at Customer's sole expense in accordance with the Agreement. Customer shall be responsible for having the Installation Site fully ready to receive the Equipment on the estimated delivery date.

(Full schedule to be provided with the official contract ready for signature)

**EXHIBIT D**  
**SCOPE OF WORK**

(Scope of Work will be provided with the official contract ready for signature)



**EXHIBIT E****PRICE LIST**

Quote No: 22-0035  
 Quote Date: 03/30/2022  
 Valid For: 90 days

**Hardware Refresh Quote**

**Customer:** Bulloch County, GA  
 17245 Hwy 301 N.  
 Statesboro, GA 30458

**Sales Rep:** Bob Sabin  
**Phone:** 770.795.9084  
**Email:** bob.sabin@rpss911.com

**Quote Summary**

Items	Totals
Central Equipment	\$ 31,143.00
PSAP 1	\$ 19,770.00
Spares	\$ 3,000.00
Professional Services	\$ 59,584.00
Warranty / Maintenance	\$ 9,238.00
Shipping	\$ 725.00
<b>MAIN QUOTE TOTAL</b>	
	<b>\$ 123,480.00</b>

**Additional Comments**

Hardware Refresh. Conversion to I3 MIS.  
 Please note for a Hardware Refresh:  
 The date(s) in parenthesis for the equipment being re-used is the date the specific equipment was purchased.  
 Year 6 Maintenance - May 4, 2022 through May 3, 2023

**Terms and conditions**

1. All prices quoted in USD Dollars exclude any applicable taxes.
2. Duty and taxes not included in price.
3. Any order shall be subject to credit approval by Solacom Technologies Inc.
4. Milestones: Per VAR Agreement.
5. There is a \$1,500.00 minimum order requirement as applicable. Orders under \$1,500.00 may include an associated administrative fee.
6. All cancellations following receipt of order are subject to a 20% restocking fee or any costs incurred prior to cancellation will be invoiced.
7. Payment terms: Per VAR Agreement.
8. Annual system support payment due prior to expiration of support plan.
9. Subject to Solacom Technologies standard warranty terms and conditions
10. Maintenance and support is subject to Solacom Technologies Maintenance and Support Policies

**EXHIBIT F**  
**FORM OF CERTIFICATE OF ACCEPTANCE**

FINAL CERTIFICATE OF ACCEPTANCE  
 FOR PURCHASE OF EQUIPMENT

Dated \_\_\_\_\_, 20\_\_

In compliance with the terms, conditions and provisions of the Equipment Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), by and between the undersigned (“**Customer**”) and Communication Venture Corporation (d/b/a RPSS) (“**RPSS**”), Customer hereby:

- (a) certifies and warrants that all equipment described in the above-referenced Agreement (the “**Equipment**”) is delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;
- (b) accepts all of the Equipment for all purposes under the Agreement and all attendant documents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Acceptance Date**”).

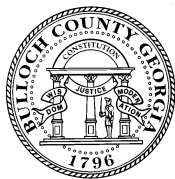
CUSTOMER:

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
Emergency Medical Service

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

Motion to approve the purchase of a Stryker Stretcher in the amount of \$25,279.83.

**Summary / Background Attach Detailed Summary:**

Bulloch County EMS is budgeted \$20,000 to purchase a Stryker stretcher in quarter one the FY23 budget. A quote was requested and received for one (1) Stryker Power Pro XT MTS with the 5 year prevent care added for the total price of \$25,279.83. This is a sole source purchase due to a continuation with Stryker, the exclusive rights and their technical service.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<b>Agenda Item Review and Approval</b>				

**Review:**

Faye Bragg    Pending

Kristie King    Pending

Tom Couch    Pending

Cindy Steinmann    Pending

Board of Commissioners    Pending

09/06/2022 5:00 PM

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	08/19/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	EMS	Department Head	DOUGLAS VICKERS
VENDOR INFORMATION			
Vendor Name	STRYKER MEDICAL		
Street Address	P.O. BOX 93308		
City	CHICAGO		
State and Zip Code	ILLINOIS, 60673		
Phone Number	912-414-3571		
Fax Number			
E-mail or Web Site Address	RYAN.JACOBSMA@STRYKER.COM		
<p>Please specifically justify why the items or services to be approved for sole source treatment: <b>THIS IS A SOLE SOURCE REQUEST FOR ONE (1) STRYKER POWER PRO XT MTS STRETCHER THAT IS A QUARTER TWO BUDGETED PURCHASE HOWEVER THERE IS AN EIGHT WEEK LEAD TIME. ALSO, STRYKER WILL INCREASE RATES EFFECTIVE OCTOBER 1 2022. A QUOTE WAS REQUESTED AND RECEIVED FROM STRYKER FOR THE AMOUNT OF TWENTY-FIVE THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS AND EIGHTY-THREE CENTS. (\$25,279.83).</b></p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	<b>Exclusive Rights:</b> Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
	<b>Replacement Parts, Equipment or Accessories:</b> Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
X	<b>Technical Service:</b> Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
X	<b>Continuation of Prior Work:</b> Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	<b>Other:</b> Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELIVERED FOB: BULLOCH COUNTY.			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies. <b>BRIAN J. HENDRIX</b>			
Signature of Requestor			
IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: STRYKER STRETCHER SOLE SOURCE (Stryker Stretcher)





## PowerPro XT Cot (1)

Quote Number: 10567765

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: BULLOCH COUNTY EMS

Rep: Ryan Jacobsma

Attn:

Email: ryan.jacobsma@stryker.com

Phone Number: (912) 414-3571

Mobile: (912) 414-3571

Quote Date: 08/10/2022

Expiration Date: 09/30/2022

### Delivery Address

Name: BULLOCH COUNTY EMS

Account #: 1285118

Address: 26 W GRADY ST

STATESBORO

Georgia 30458-2742

### End User - Shipping - Billing

Name: BULLOCH COUNTY EMS

Account #: 1285118

Address: 26 W GRADY ST

STATESBORO

Georgia 30458-2742

### Bill To Account

Name: BULLOCH COUNTY EMS

Account #: 1109918

Address: PO BOX 1409

STATESBORO

Georgia 30459-1409

### Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	1	\$26,458.00	\$19,843.50	\$19,843.50
Equipment List Price:						\$26,458.00
Equipment Total:						\$19,843.50

### ProCare Products:

#	Product	Description	Years	Qty	List Price	Sell Price	Total
2.1	71061PT	ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	5	1	\$7,050.00	\$5,287.50	\$5,287.50
					ProCare List Price:		\$7,050.
					ProCare Total:		\$5,287.

Attachment: Bulloch County PPXT Cot with ProCare 8-10-2022 (Stryker Stretcher)



PowerPro XT Cot (1)

Quote Number: 10567765

Version: 1

Prepared For: BULLOCH COUNTY EMS

Attn:

Quote Date: 08/10/2022

Expiration Date: 09/30/2022

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Ryan Jacobsma

Email: ryan.jacobsma@stryker.com

Phone Number: (912) 414-3571

Mobile: (912) 414-3571

Price Totals:

Estimated Sales Tax (0.000%):	\$0
Freight/Shipping:	\$148
Grand Total:	\$25,279

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Attachment: Bulloch County PPXT Cot with ProCare 8-10-2022 (Stryker Stretcher)

**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
Emergency Medical Service

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to approve the purchase of four (4) Motorola APX 6000 portable radios in the amount of \$23,634.27.**

**Summary / Background Attach Detailed Summary:**

Bulloch County EMS is budgeted twenty-three thousand eight hundred ninety nine dollars (\$23,899.00) for the purchase of 4 Motorola APX 6000 portable radios. This is a quarter one budgeted item. This is also a sole source request due to continuation of previous work. A quote was requested and received for four radios, chargers, batteries, and microphones in the amount of twenty three thousand, six hundred thirty four dollars and twenty seven cents (\$23,634.27). Approval is recommended.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required? NO

**Attach Detailed Analysis, If Needed:**

### Agenda Item Review and Approval

Review:

Faye Bragg    Completed    08/25/2022 3:31 PM

Kristie King    Pending

Tom Couch    Pending

Cindy Steinmann    Pending

Board of Commissioners    Pending    09/06/2022 5:00 PM



SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	08/19/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	EMS	Department Head	DOUGLAS VICKERS
VENDOR INFORMATION			
Vendor Name	MOTOROLA SOLUTIONS		
Street Address	500 WEST MONROE STREET		
City	CHICAGO		
State and Zip Code	ILLINOIS, 60661		
Phone Number	800-367-2346		
Fax Number			
E-mail or Web Site Address	MOTOROLASOLUTIONS.COM		
<p>Please specifically justify why the items or services to be approved for sole source treatment: THIS IS A SOLE SOURCE REQUEST FOR FOUR (4) MOTOROLA APX 6000 PORTABLE RADIOS FOR BULLOCH COUNTY EMS. THIS IS A QUARTER ONE PURCHASE AND WE ARE APPROVED TO SPEND TWENTY-THREE THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$23,899.00). A QUOTE WAS REQUESTED AND RECEIVED IN THE AMOUNT OF TWENTY-THREE THOUSAND, SIX HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS (\$23,634.27). REQUEST COMMISSOINERS APPROVAL.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	<b>Exclusive Rights:</b> Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
X	<b>Replacement Parts, Equipment or Accessories:</b> Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
X	<b>Technical Service:</b> Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
X	<b>Continuation of Prior Work:</b> Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	<b>Other:</b> Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor.		
ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELEIVERED FOB: BULLOCH COUNTY.			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies. BRIAN J. HENDRIX			
Signature of Requestor			
IF THE PUCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: MOTOROLA SOLE SOURCE REQUEST (Motorola APX 6000 purchase)



## BULLOCH COUNTY EMERGENCY MEDICAL SERVICE

08/12/20



08/12/2022

BULLOCH COUNTY EMERGENCY MEDICAL SERVICE  
17245 US HIGHWAY 301 NORTH  
STATESBORO, GA 30458

Dear Brian Hendrix,

Motorola Solutions is pleased to present BULLOCH COUNTY EMERGENCY MEDICAL SERVICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BULLOCH COUNTY EMERGENCY MEDICAL SERVICE with the best products and services available in the communications industry. Please direct any questions to Wade Britt at [wadebritt@callmc.com](mailto:wadebritt@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wade Britt

Motorola Solutions Manufacturer's Representative

Attachment: 2022-8-19 Bulloch EMS Brian Hendrix APX 6000 Rev 1.1 motorola quote (Motorola APX 6000 purchase)



QUOTE-18478

Billing Address:  
 BULLOCH COUNTY  
 EMERGENCY MEDICAL  
 SERVICE  
 17245 US HIGHWAY 301  
 NORTH  
 STATESBORO, GA 30458  
 US

Quote Date:08/12/2022  
 Expiration Date:11/10/2022  
 Quote Created By:  
 Wade Britt  
 wadebritt@callmc.com

End Customer:  
 BULLOCH COUNTY EMERGENCY  
 MEDICAL SERVICE  
 Brian Hendrix  
 bhendrix@bullochcounty.net  
 912-7640075

Contract: 36717 - GA NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	4	\$3,595.00	\$2,624.35	\$10,497.40
1a	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	4	\$28.00	\$20.44	\$81.76
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	\$0.00	\$0.00	\$0.00
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	4	\$110.00	\$80.30	\$321.20
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	4	\$330.00	\$240.90	\$963.60
1e	QA00580AC	ADD: TDMA OPERATION	4	\$495.00	\$361.35	\$1,445.40
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	4	\$165.00	\$120.45	\$481.80
1g	QA09008AA	ADD: GROUP SERVICES	4	\$165.00	\$120.45	\$481.80
1h	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	4	\$0.00	\$0.00	\$0.00
1i	H842AU	ADD: SINGLE UNIT PACKING	4	\$0.00	\$0.00	\$0.00
1j	QA09000AA	ADD: DIGITAL TONE SIGNALING	4	\$165.00	\$120.45	\$481.80

Attachment: 2022-8-19 Bulloch EMS Brian Hendrix APX 6000 Rev 1.1 motorola quote (Motorola APX 6000 purchase)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





QUOTE-18478

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	H38BT	ADD: SMARTZONE OPERATION	4	\$1,320.00	\$963.60	\$3,854.40
1l	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	4	\$567.00	\$413.91	\$1,655.64
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	4	\$179.30	\$130.89	\$523.56
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	4	\$169.56	\$123.78	\$495.12
4	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	4	\$127.12	\$92.80	\$371.20
Product Services						
5	LSV00Q00202A	DEVICE PROGRAMMING	4	\$235.71	\$235.71	\$942.84
6	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,420.20	\$1,036.75	\$1,036.75

Grand Total **\$23,634.27(USD)**

### Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Attachment: 2022-8-19 Bulloch EMS Brian Hendrix APX 6000 Rev 1.1 motorola quote (Motorola APX 6000 purchase)



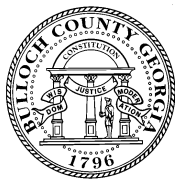
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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Public Works**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to Approve the purchase of two(2) Case IH Farmall 105A Tractors and two (2) Modern Ag 15' Predator Mowers from Tidewater Ag & Construction in the Amount of \$158,000.00**

**Summary / Background Attach Detailed Summary:**

The purchase of the tractors is to resume grass cutting in the county right-of-ways. Three proposals were received in an RFP. The selected is the less of the three with the quickest expected delivery(14 days after approval).

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

**Review:**

Faye Bragg    Completed    08/24/2022 8:18 AM

Kristie King    Pending

Tom Couch    Pending

Cindy Steinmann    Pending

Board of Commissioners    Pending    09/06/2022 5:00 PM

# MEMORANDUM

Date: August 18, 2022

To: Tom Couch

From: Faye Bragg

Subject: Recording of Submittals for Cab Tractors and Flex Wing Cutters

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Sealed bids were received and recorded in Conference Room 102 located at 115 North Main Street today at 3:00pm for two cab tractors and two flex wing cutters.

Three (3) bids were emailed on August 4, 2022, as well as being posted on GA Procurement Registry, County's website, and an ad was run in the *Statesboro Herald*. Two (2) bids were emailed as requested.

Three (3) bids were received bids were not opened during the bid meeting to allow for negotiations if necessary:

Bidder
Tidewater
Atlantic Southern Equipment
Blanchard Equipment

Bid opening attendees: Dink Butler, Jacob Jackson, Alexis Know, Peyton Fuller and Faye Bragg.

Bids were given to Dink Butler for review, placement on the agenda, and presentation to the Board of Commissioners for award.

Bids were opened after the bid meeting, all required paperwork was included in the submitted packages.



COPY

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

**REQUEST FOR PROPOSAL**

The Bulloch County Board of Commissioners is soliciting competitive sealed proposals from qualified suppliers for the purchase of two (2) JD 6105E Cab Tractors and two (2) JD FC15R Flex Wing Rotary Cutters to be used by the Bulloch County Transportation Department. It shall be solely within the discretion of Bulloch County to determine whether another make and/or model are "substantially equivalent."

**The outside of the sealed envelope shall include the wording: Cab Tractor & Flex Wing Rotary Cutter RFP; Due Date: August 18, 2022 @ 3:00 P. M.; Attn: Faye Bragg, Purchasing Manager.**

Proposals will be received until 3:00 P.M. local time on August 18, 2022, at the Bulloch County Board of Commissioners, North Main Annex, 115 North Main Street, Statesboro, Georgia 30458. The original proposal along with two (2) copies and supporting documents must be submitted in a sealed clearly marked envelope. It is the sole responsibility of the vendor to make sure the submittal package is received by due date and time. Any proposal received after due date and time shall not be accepted. The proposal handling process will take place in Conference Room 102 at 115 N Main Street, Statesboro, GA 30458 @ 3:00 pm on August 18, 2022. Anyone may attend the proposal handling process. A public opening of proposals will not occur at the time and date indicated above. Proposals received will be officially recorded. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. After award is made, a tabulation of pricing will be available to the public.

The written proposal documents supersede any verbal or written prior communications between the parties.

There is a **checklist on page 16** that has items listed that must be completed and returned with the RFP submittal package. All forms must be completed, signed, and notarized where indicated. Failure to submit any items listed on this page will be justification for not accepting the submitted RFP package for this project.

A proposal package may be requested by contacting Faye Bragg, Purchasing Manager, at [fbragg@bullochcounty.net](mailto:fbragg@bullochcounty.net) or <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of

Attachment: Tidewater (Case Tractors and Modern Ag Mowers Purchase)



the proposer to periodically check the County's website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted package will result in the submission not being considered for this project.

**Local Buying Preference:** Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose offer is within 5% of the lowest offer may be given an opportunity to match the lowest offer. This policy shall be stated in all applicable solicitations but does not apply to public works construction projects or road projects.

For purposes of this provision, a "local vendor" is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A "principal business location" is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold, or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted proposal. It is the vendor's responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

**To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference**

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



The County reserves the right to use or not use any alternate offer associated with this solicitation.

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

Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to assure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, or national origin.

A selection criterion is outlined in the request for proposal documents. Bulloch County reserves the right to reject any or all proposals, to waive technicalities and to make an award deemed in its best interest.

### TERMS AND CONDITIONS

**Changes:** No change shall be made to this invitation except by written modification by the Purchasing Department.

**Compliance:** The County's failure to insist on compliance with any of the terms or conditions of this RFP shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

**Disqualification:** Proposals may be disqualified for: a) receipt of the proposal by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or e) failure to complete proposal information correctly. If in the opinion of the County, the supplier is not in a position to perform the contract, the proposal may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

**Lawsuits/Bribery/Conflicts of Interest/Defaults:** Prospective suppliers shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

**Liability:** The County is not liable for any cost incurred in the preparation of the proposal. Nor is the County bound by any information provided to suppliers prior to the proposal opening unless reduced to writing and distributed as a written addendum.

**Clarification of Submittals:** The County reserves the right to seek clarification of any point in a supplier's sealed proposal submission, or to obtain additional information.

**Exceptions:** Conditional proposals or those that take exception to the specifications will be considered only at the discretion of the Project Manager.

**Correction or Withdrawal of Proposals, Cancellation of Awards:** Correction or withdrawal of submissions after the deadline for submitting proposals has passed, or cancellation of awards

or contracts may be permitted only to the extent that the supplier can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

**County Obligations:** The County has a standing policy to disqualify or withhold compensation to vendors, contractors, and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses, or other financial remittances due to the County.

**Award:** If awarded, the award will be made to that responsive and responsible supplier or suppliers whose proposal is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one supplier if the County determines that it is in the County's best interest to do so, and to reject any and all proposals. The supplier or suppliers to whom the award is made will be notified at the earliest possible date.

**Payment:** Payments will be made upon completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within thirty (30) days receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.

**Inquiries Regarding Payment:** All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.

**Anti-Discrimination Clause:** Bulloch County does not discriminate against any person because of race, color, gender, religion, national origin, or handicap in employment or services provided.

**Questions:** All questions concerning this RFP shall be directed to the Purchasing Manager in writing (email is preferable). Questions will be directed to the Purchasing Manager no later than August 10, 2022 @ 2:00 PM. Responses to questions will be addressed no later than August 11, 2022 @ 4:00 PM.

**Reservations:** The County reserves the right to reject any or all Proposals, to award in whole or in part and to waive minor immaterial defects in Proposals. Proposals shall be binding for a period of sixty (60) calendar days from the time proposals are recorded.

**Timely Delivery:** If indicated in the Price Schedule, vendor shall indicate time of delivery as the number of calendar days following receipt of order by the vendor to the receipt of goods or services by the County. Time of delivery will be considered in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**Indemnification:** The vendor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all



claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the vendor will survive the expiration or termination of this Agreement.

Sealed packages must be mailed to the following address: no faxed or e-mailed submittals will be accepted for sealed RFPs.

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

Proposers will be fully responsible for the delivery of their proposal in a timely manner. Reliance upon U.S. Mail or other carriers is at the Proposer's risk. Late submissions will not be considered.

### SCOPE OF WORK

- A. **Scope** - Bulloch County is soliciting proposals with the intent to purchase two Cab Tractors and two Flex Wing Rotary Cutters. The attached document is Bulloch County's minimum specifications for the tractors and cutters. The specifications should be used by suppliers as a guideline for submitting proposals. Proposals should be performance oriented. Also, a fast or immediate delivery of this equipment is of the utmost importance. Both are major considerations in the evaluation and award of proposals.

Bulloch County understands that it is improbable that a supplier will have a Cab Tractor and Flex Wing Rotary Cutter that will fully comply with the intent of the specifications. All suppliers are encouraged to submit proposals for any Cab Tractor and Flex Wing Rotary Cutter at their disposal that may meet the intent of the specifications. Bulloch County will evaluate proposals to determine which is in the best interest of Bulloch County.

- B. **Equipment and Vendor Requirements** - Since the continuous operation of the Cab Tractor and Flex Wing Rotary Cutter is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful proposer be in a position to render prompt parts and service. The successful supplier shall have a qualified service facility and have access to parts inventory within 100 miles of Statesboro Georgia. Said parts inventory shall be of sufficient size and variety to offer a level of parts availability of 95% within 48 hours from time of order placement by customer

Vendors must submit with their proposal, the latest printed specifications and advertising literature on the units they propose to furnish.

The RFP, if awarded, will be awarded to that proposer which, in the opinion of Bulloch

County, is in the best interests of Bulloch County, price and all other factors being considered. Bulloch County reserves the right to reject any or all proposals and to waive any technicalities or informalities in the proposal process.

Units offered under this RFP shall be new, standard production models of the latest design in current production. The Cab Tractor and Flex Wing Rotary Cutter shall be completely assembled, serviced, and work-ready when delivered to Bulloch County.

The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum engine torque shall not cause rupture or permanent deformation or undue wear on any member.

Suppliers shall be prepared to give a complete demonstration of the merits of the machines offered as directed by the purchaser. The machines so demonstrated shall be complete as offered by the supplier for this proposal.

The price or prices quoted shall include all transportation charges fully prepaid to Bulloch County Public Works Department, 17301 Highway 301 North, Statesboro, Georgia 30458. **Delivery Date Must Be Stated On Price Schedule.**

### C. **Proposal Submission Instructions**

#### A. General Requirements

1. **Proposer's Response** - Suppliers are asked on the pricing schedule to state if their proposal complies with our specifications. If not, all "exceptions" shall be listed on the exceptions sheet.
2. Proposals shall include a manufacturer specification that details the equipment the supplier is offering.
3. Upon request, the proposed demonstrator Cab Tractor and Flex Wing Rotary Cutter shall be made available for inspection by the evaluation team on-site in Bulloch County.
4. No supplier/contractor is to discuss any aspect of this Request for Proposal with any Bulloch County employee without approval of the Purchasing Departments representative. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring the additional data is made available to all suppliers.
5. RFPs shall be submitted in a sealed envelope/package. Envelope/package shall be addressed and identified as stated above.
7. All submissions and supporting materials as well as correspondence relating to this RFP become property of Bulloch County when received.



Any proprietary information contained in the submission should be so indicated. However, a general indication that the entire contents, or a major portion, of the submission is proprietary will not be honored.

8. Bulloch County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.
9. The supplier shall provide at least four (4) references of purchasers the supplier has sold this type of cab tractor and flex wing rotary cutter to within the last five years.

**Provide A Minimum of Four (4) Current Owners of This Design of Cab Tractor & Flex Wing Rotary Cutter**

1 Name Mike Spradlin  
 Address 25742 CR 448A  
Mount Dora, FL 32757  
 Phone 352-516-8900  
 Contact Name Mike Spradlin  
 In Service Date 12/30/2020

2 Name Oscar Hamilton  
 Address 24018 Bell Rd  
Florala, AL 36442  
 Phone 850-544-1853  
 Contact Name Oscar Hamilton  
 In Service Date 6/7/2022

3 Name Matthew Bowden  
 Address 182 County Rd 435  
Newton, AL 36352  
 Phone 334-791-8045  
 Contact Name Matthew Bowden  
 In Service Date 7/15/2022

4 Name Don Parmer  
 Address 927 Battles Rd  
Ashford, AL 36312  
 Phone 850-527-5859  
 Contact Name Don Parmer  
 In Service Date 7/25/2022

- D. Proposal Selection Procedures** - The proposal will be evaluated by a selection committee selected by Bulloch County. The Proposals will be evaluated in order to select the Supplier/Contractor that rate highest according to the criteria listed below. The highest scoring Supplier/Contractor will be determined, and the selection committee will make a recommendation to the Board of Commissioners.

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with those criteria's values weighted as shown below:



<u>Criteria</u>	<u>Maximum Points</u>
Earliest Guaranteed Delivery	30 points
Compliance with Standard Specifications	30 points
Cost	25 points
References	10 points
Demonstration Assessment	5 points
Total	100 points

- E. **Reservations** - Bulloch County reserves the right to reject all proposals, to negotiate changes in the Scope of Work or services to be provided, and to otherwise waive any technicalities.
- F. **Pricing** – Pricing must be kept firm for a period of sixty (60) calendar days following the proposal due date and may be extended by mutual written agreement.
- G. **General** - This is an engineer, design, construct and deliver type specification and it is not the intention of this agency to exclude vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these specifications are written around specific needs of this agency. Other brands will only be considered providing the vendor provides documentation in the proposal that the brand offered meets or exceeds the quality of the actual brand called for in the specifications. It shall be solely within the discretion of Bulloch County to determine whether another make and/or model are “substantially equivalent.”
- H. All proposal pricing shall be complete and include warranty and delivery of the completed apparatus to this agency.

Payment shall be made in accordance with these specifications and the Proposal submitted by the supplier. Payment will be made upon acceptance of the equipment specified under these specifications.

No proposal shall be withdrawn for a period of sixty (60) days after the date listed above for receiving proposals. Suppliers will be fully responsible for the delivery of their proposals in a timely manner. Reliance upon U. S. Mail or other carriers is at the supplier's risk. Late proposals shall not be considered. Bulloch County reserves the right to reject any or all proposals in whole or in part and to waive technicalities and informalities.

Full payment will be made after the unit is received, inspected, and found to comply with procurement specifications, free of damage and properly invoiced.

## SPECIFICATIONS

Any accessories not specifically mentioned herein but necessary to furnish a complete unit ready for use shall also be included.

The unit shall be the manufacturer's latest model and design. The cab tractors and flex wing rotary cutters shall be completely assembled, serviced, and work-ready when delivered to Bulloch County.

The specifications below are Bulloch County's requirements for cab tractors and flex wing rotary cutters. Make & Model of cab tractor and rotary cutter shall be stated on the price schedule. Bulloch County will determine if equipment being offered meets our specification requirements. The specifications are approximate only, not definite. However, all equipment being offered shall comply with our "Additional Equipment Needs."

Any brand name or manufacturer's reference used in these specifications is for the purpose of describing a standard of quality, performance, and characteristics desired and not intended to limit or restrict competition. Proposers must state the brand name and model being offered and provide proof that the merchandise offered is equal or equivalent to the specifications. The County shall be the sole entity to determine acceptance or non-acceptance of equivalents.

The cab tractor must be compatible with the flex wing cutter and the flex wing cutter must be compatible with the cab tractor.

The following are the minimum specifications for the Cab Tractor:

### **JD 6105E Cab Tractor (87 PTO hp)**

- GreenStar™ Ready
- JDLink™ Modem
- JDLink™ Connectivity
- United States
- English Operator's Manual
- North America
- Less Package
- 12F/12R PowrReverser™
- Transmission - Wet Clutch, EH PTO,
- 30 km/h
- Less Application
- Cab Standard
- Cab Seat Mechanical Suspension
- Triple Deluxe SCV with ISO Breakaway Couplers
- Standard Hitch
- Telescopic Draft Links
- Standard Drawbar
- Sway Bars

460/85R34 In. 8PR R1 Radial  
MFWD (4 Wheel Drive) Front Axle,  
electro-hydraulic activation.  
340/85R24 In. 8PR R1 Radial

The following are the minimum specifications for the Flex Wing Rotary Cutter:

**JD FC15R Flex Wing Rotary Cutter**

United States  
Torsional Suspension  
Inward Rotation  
6 Pneumatic Tires - (Double center,  
single on wings) - Severe duty ag tires  
540 RPM Driveline - Cat 6  
540 RPM - 125 HP Gearbox  
Commercial duty - Inward rotation  
Ball Type Hitch  
Rigid Casting Tongue

## PRICING SCHEDULE

Time of delivery will be considered in the award. Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The unit shall be the manufacturer's latest model and design. The cab tractors and flex wing rotary cutters shall be completely assembled, serviced, and work-ready when delivered to Bulloch County.

State Make and Model of Cab Tractors Being Offered:

Case IH Farmall 105 A

Total Purchase Price for Two Cab Tractors: \$ 114,000

State Make and Model of Flex Wing Rotary Cutters Being Offered:

Modern Ag 15' Predator

Total Purchase Price for Two Flex Wing Rotary Cutters: \$ 44,000

Grand Total Purchase Price for Two Cab Tractors & Two Flex Wing Rotary Cutters:  
\$ 158,000

Grand Total Purchase Price for Two Cab Tractors & Two Flex Wing Rotary Cutters in Words:

One hundred fifty-eight thousand

**Delivery:** If awarded, the tractors and cutters will be delivered, complete and ready for operation within no more than 14 calendar days after the order is placed. Be specific, do not estimate on delivery days.

Does your submission comply with all sections of our RFP including the specifications? If your answer is no, use the exceptions sheet.

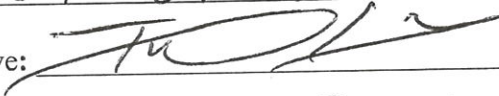
YES       

NO X

Attachment: Tidewater (Case Tractors and Modern Ag Mowers Purchase)



It is agreed by the undersigned supplier that the signature and submission of this package represents the supplier's acceptance of all terms, conditions, and requirements of the RFP and, if awarded, the submittal package will represent the agreement between the two parties when attached to a fully executed Acceptance of Proposal form of which an example is attached.

Company Name: Tidewater Ag & Construction  
 Company Address: 9057 GA-67 Brocklet, GA 30415  
 Signature of Representative:   
 Printed Name of Representative: Trent Senkbeil  
 Title: Branch Manager  
 Telephone Number: 912-839-2532 Fax Number: \_\_\_\_\_  
 E-mail Address: t.senkbeil@tidewaterequip.com  
 Date: 8/8/2022

Attachment: Tidewater (Case Tractors and Modern Ag Mowers Purchase)

## EXCEPTIONS TO SPECIFICATIONS SHEET

If you have an exception to our RFP including the specifications use this sheet and list what you are taking an exception on and the description of the exception. Bulloch County will determine compliance based on the information submitted. If you have no exceptions, mark the box "NO EXCEPTIONS TAKEN" and return marked form in the RFP submittal package.

☐ NO EXCEPTIONS TAKEN

### Item(s) & Description of Exception(s)

Case IH Fairmull 105A

• 90 PTO HP

• 12.4-24 R1 Front

• 18.4-30 R1 Rear

Modern Ag 15' Predator

540 RPM Cat S

590 RPM 255 hp gear Box

Leveling full pin Hitch

6 Foam filled Aircraft tires

Double center, Single Wings

5 year gear box Warranty

**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the proposal:

**STATE OF:**

**COUNTY OF:**

Owner, Partner, or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for:

FIRM NAME Trent

SIGNATURE [Signature]

TITLE Branch Manager

Subscribed and sworn to before me this 11 day of August 2022.

NOTARY PUBLIC Heather Nicole Hendrix



# **BULLOCH COUNTY, GEORGIA BIDDER DECLARATION**

The bidder understands, agrees and warrants:

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

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

That this proposal shall be valid for 60 days.

That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to August 18, 2022 @ 3:00 pm 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 proposals and to accept that offer which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the proposal.

That by submission of this proposal the bidder 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.

BIDDER:



Name

Branch Manager

Title

Name

Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 11 day of August 2022.

NOTARY PUBLIC Heather Nicole Hendrix





## CHECK LIST

The items listed below must be completed and returned in the sealed RFP submittal package. All forms must be completed, signed, and notarized where indicated. Failure to return the items listed below will be justification for not accepting a submittal package for this project.

- ☐ 1. Page 1 – One (1) original and two (2) copies of submitted proposal along with supporting documents
- ☐ 2. Page 6 – Manufacturer specifications that detail the equipment the supplier is offering
- ☐ 3. Page 7 – References
- ☐ 4. Page 8 – Warranty Statements
- ☐ 5. Pages 11 & 12 – Pricing Schedule
- ☐ 6. Page 13 – Exceptions to Specifications Sheet
- ☐ 7. Page 14 – Non-Collusion Affidavit
- ☐ 8. Page 15 – Bidder Declaration

**TO BE COMPLETED BY AWARD WINNER ONLY****ACCEPTANCE OF PROPOSAL – EXAMPLE ONLY**

Bulloch County hereby accepts the undersigned supplier's offer submitted in response to the attached Request for Proposals for the following items: \_\_\_\_\_

\_\_\_\_\_.

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Request for Proposals and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BULLOCH COUNTY, GEORGIA

[Name of Successful BIDDER]

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

By: \_\_\_\_\_

\_\_\_\_\_  
Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful vendor(s) will be required to execute this Acceptance of Proposal.

Attachment: Tidewater (Case Tractors and Modern Ag Mowers Purchase)

**Bulloch County Board of Commissioners**  
**Local Business Affidavit of Eligibility**

*Complete all areas below. Incomplete forms may be rejected. Submit with bid/quote/RFP/etc.*

1. Legal Name of Firm: Tidewater Ag & Construction
2. Mailing Address: P.O. Box 425  
Brooklet, GA  
30415  
 Physical Address (if different): 9057 GA 67  
Brooklet, GA  
30415
3. Year business was established in Bulloch County: 2019
4. Business License Number issued by jurisdiction within Bulloch County: 3890
5. Business Type (corporation, partnership, sole proprietorship): Corporation  
 If other type of business, please explain: \_\_\_\_\_
6. Location of business headquarters: St. Simons Island
7. Percentage of ownership by person(s) whose primary residence is located within Bulloch County:  
0 %
8. Number of employees 13, and of that number 10 live within Bulloch County.
9. Was the local business required to pay business and/or real property tax for the most recent tax year?  
☒ Yes ☐ No

If Yes, did the local business pay any of this tax to Bulloch County? ☒ Yes ☐ No

\*\*\*\*\*  
 Under the penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Bulloch County products and services for a period of one (1) year.

By: [Signature]  
 Authorized Representative Signature

Trent Senkbeil  
 Print Name

Title: Branch Manager

Date: 8/11/22

Signed and sworn to (or affirmed)  
 before me on this 11 day of  
August, 2022

[Signature]  
 Notary Public

My Commission Expires: 6/8/2025

(SEAL)





CNH Industrial America LLC

CASE IH

Fed ID = 76-0433811

700 State Street  
Racine WI 53406  
USA

8.9.b

All goods subject to our general conditions of sale. No claim for shortages allowed unless made immediately upon receipt of goods or within 7 days of invoice. Goods returned without prior consent will be refused when tendered and no responsibility accepted.				<b>Invoice</b> Number: 4966046 Vehicle Number: 0015447129 Date: Aug 31, 2021 Dealer Code: 187042			
Invoice To: TIDEWATER AGRICULTURE & CONSTR 321 FULLINGTON AVENUE PINEHURST GA 31070 USA				Ship To: TIDEWATER AGRICULTURE & CONSTR TIDEWATER AG & CE EQ 2450 GA HWY 308 SMITHVILLE GA 31787 USA			
Customer Purchase Order SA123020-5-36		Order Reason YIN	Sales Order 84597097	Sales Order Date Dec 30, 2020	Req. Delivery Date Apr 02, 2021	Ship Date Aug 31, 2021	
Shipping Point Log Consign L183.		Shipping Type Truck Load		Registration Number		Registration Number2	
VALUE LINE (ROPS-CAB) - T4 NAF Model - FARMALL UTILITY 105A		Serial Number FR1554964		Engine Number 000609946		Transmission Number	
Retail Customer		PIN		Contract Number CONT002964 MY21 Farmall Quarter OWP			Pricing Date Jun 24, 2021
Item	Qty	Description			Origin	List Price	Net Price
		PRICELIST	054 C2				
		CONTRACT	CONT002964	MY21 Farmall Quarter OWP			
		COMMERCIAL MODEL	FARMALL UTILITY 105A	-FARMALL UTILITY 105A			
		EMISSIONS	TIER4	-TIER 4			
		ENGINE POWER	105HP	-90 PTO HP (105 ENGINE HP)			
		TRACTION	4WD	-MFD			
		VERSION	CAB	-Cab			
		Base machine price				72,695.00	56,702.10
		PACKAGING	XF9912X	-Basic Cab Fast Pick		3,876.00	3,023.28
		OPERATOR STRUCTURE #1	762205	-HVAC CAB 3 REMOTE PS		816.00	636.48
		ENGINE OPTIONS	343472	-VISCOS FAN			
		HITCH	342053	-2000KG/4409LBS-Telesc/COMBI			
		REAR REMOTES	762053	-3 REMOTE 762053			
		HYD PUMP	342056	-HYD PUMP 70,0 LPM			
		PTO	759273	-540-1000 RPM W CAP		541.00	421.98
		FRONT WHEELS AND TIRES	8230506	-FRONT 12.4 - 24 R1			
		REAR WHEELS AND TIRES	8930605	-REAR 18.4 - 30 R1			
		LOADER BRACKETS	762698	-LOADER READY 762698			
		EXHAUST	342043	-VER. EXHAUST W/GUARD			
		WEIGHT PACK	342067	-Less CARRIER			
		WHEEL WEIGHTS	759650	-4X55or32Kg EACH SIDE		1,285.00	1,002.30
		COUNTRY CONFIGURATION	343432	-LESS PACKAGE			
		OPERATOR MANUAL (SE	342075	-English (USA)			

Attachment: Tidewater (Case Tractors and Modern Ag Mowers Purchase)





CNH Industrial America LLC

CASE IH

Fed ID = 76-0433811

700 State Street  
Racine WI 53406  
USA

All goods subject to our general conditions of sale. No claim for shortages allowed unless made immediately upon receipt of goods or within 7 days of invoice. Goods returned without prior consent will be refused when tendered and no responsibility accepted.

Invoice  
Number: 4966046  
Vehicle Number: 0015447129  
Date: Aug 31, 2021  
Dealer Code: 187042

Item	Qty	Description	Origin	List Price	Net Price
		Dealer Net		71,461.00	55,739.58
		-Basic Discount			5,573.96
		Net for Wholegood Programs			50,165.62
		HTS : 8701941000			
		-Load Fee			200.00
		-Fuel Surcharge			93.00
		-Inland Freight			857.00
		-Mrkt Development Fee			150.00
		Total Sundries			1,300.00
		Total Taxes			0.00
		Total Currency			51,465.62 USD
		Interest Date 09/01/2022			
		Maturity Date 09/01/2022			
		Price list 054 C2			
		Due Date Amount			
		10/01/2021 1,150.00 Freight & Sundries			
		09/01/2022 50,315.62			
		FINANCED BY CNH INDUST.CAPITAL			
		Transportation Agent			
		Volume Indicator: V			
		Net Weight: 7,936.000 LB			
		Gross weight: 7,936.000 LB			
		Production Date : 06/24/2021			
		Do not forget to verify your dealership has proper training & certification in Web Academy for this product.			

Attachment: Tidewater (Case Tractors and Modern Ag Mowers Purchase)



CNH Industrial America LLC  
and CNH Industrial Canada, Ltd.

## WARRANTY AND LIMITATION OF LIABILITY AGREEMENT CASE IH TRACTOR

### The Case IH Warranty

The Case IH Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer is expected to review the warranty coverage with the initial retail purchaser and obtain his/her signature on this document.

### New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case IH". This warranty is for Case IH products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

### Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
All tractors used in agricultural applications, and factory designated Steiger scrapers SN JEEZ*****F323001 and above except compact and factory designated Steiger scrapers prior to SN JEEZ*****F323001 <sup>1</sup>	24 Months / 2000 Hours
Magnum Tractors MY18 retailed between October 1, 2018 and December 31, 2018	36 Months / 2000 Hours
and (non-AFS Connect series) Steiger and Magnum Tractors MY 19 & MY20 retailed after October 1, 2018	36 Months / 2000 Hours
Factory designated Steiger scraper "QUADTRAC" tractors prior to SN JEEZ*****F323001	12 Months / 1000 Hours
Compact Farmall Tractors with CVT	24 Months / 2000 Hours
Engine, transmission, drive shafts and drive axles <sup>2</sup>	36 Months / 2000 Hours
Compact Farmall Tractors without CVT	24 Months / 750 Hours
Engine, transmission, drive shafts and drive axles <sup>2</sup>	60 Months / 1500 Hours
Compact Farmall Tractors (non-CVT Models; "Series II"; with SIN LSMFxxxxVG0010001 and after)	24 Months / 750 Hours
Engine, transmission, drive shafts and drive axles <sup>2</sup>	72 Months / 1500 Hours
Front Mounted Loaders Implements and Attachments	12 Months / Unlimited Hours

- Using tractors not factory designated as scraper tractors in commercial scraper applications will void the warranty.
- Extended warranty of Power Train covers the engine and the following components: TRANSMISSION: Transmission and all internal lubricated parts, torque converter, auxiliary drive axle transfer, seals and gaskets. DRIVE AXLE(S): Center & drive axle housing and all internal lubricated parts, front axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housings and all internal lubricated parts, seals and gaskets, PTO clutch, drive shaft and universal joints.

**Definition of Commercial and/or Scraper Application:** Any agricultural tractor that is used in a scraper, earthmoving, other commercial application, or non-agricultural application, for which the owner receives compensation. The only exception is a customer using a scraper on his or her own farm to level land for agricultural crop production and is limited to 50% or less of annual accumulated hours of operation. Other uses of agricultural tractors that are considered commercial are, but not limited to: site preparation, excavation, pond building and forestry applications. Misrepresenting the application in which the product will be used on the Warranty Registration, will void warranty.

### Operator's Manual / Warranty Receipt Verification

YES ☐ / NO ☐ The selling dealer has reviewed the correct operator's manual with me and will provide the operator's manual upon delivery of the product.

YES ☐ / NO ☐ The selling dealer has explained safety precautions to me.

YES ☐ / NO ☐ The selling dealer has explained the warranty terms and coverage to me.

YES ☐ / NO ☐ The selling dealer has explained Purchased Protection Plan options for additional coverage on select components.

YES ☐ / NO ☐ Customer acknowledges that CNH Industrial America LLC/CNH Industrial Canada Ltd. may access and use diagnostic and telematics vehicle data for appropriate business purposes.

Model:	Serial Number:
Retail DATE / HOURS:	Operator Manual Number:
Attachment Serial Number:	Attachment Serial Number:
Purchaser Name (please print):	Dealer Name:
Address:	Address:
City / State:	City / State:
Zip code:	Zip code:
Phone Number:	Phone Number:

The answers checked above are correct. By signing this form, I acknowledge that I have read, and I accept this warranty policy statement and understand the safety precautions to take while using this piece of equipment.

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_

The signed WLL can be scanned and emailed as an attachment to NA-WLL-AGREEMENT@CNHIND.COM or can be mailed to:

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 1700 New Holland, PA 17557  
USA Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557  
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

See page 2 for important limitations and exclusions



**What's Covered**

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case IH will pay parts and labor costs to repair the defect if the services are performed by an authorized Case IH dealer at the dealer's location. If parts are needed during the repair, Case IH will, at its option, use genuine Case IH new or remanufactured parts. Case IH replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case IH Replacement Parts Warranty, whichever is longer.

CASE IH PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

**No Modification or Extension of Warranty Period**

The Case IH Warranty is limited to the written terms in this document. Case IH does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case IH product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

**EXCLUSIVE REMEDY**

**THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE IH DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.**

**This Warranty is Void If**

The unit's hour meter is changed or altered, unless a Case IH dealer, at the direction of Case IH, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

**Limitation and Exclusions**

The Case IH Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

**THIS DOCUMENT CONTAINS THE ENTIRE CASE IH WARRANTY. CASE IH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CASE IH WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.**

**Owner's Responsibility**

The Case IH warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case IH service parts or Case IH approved service parts that meet Case IH specifications must be used for maintenance and repair.

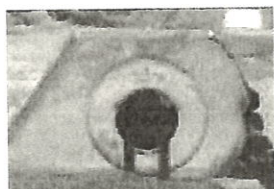
**What's Not Covered**

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e.: outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a campaign or program.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case IH.
- Repairs arising from any unauthorized modification to the product or the use on non-CNH Industrial parts, implements, or attachments, including but not limited to performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-Case IH optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, equipment rental, crop damage, contract delay, project expenses or other expenses or damages.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools.
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit.
- Cost associated with cleaning of machine in preparation for servicing.



# 15' PREDATOR

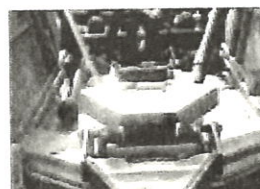
You're always ahead... with a Modern behind.  
For more information or to locate a dealer call 1-888-404-8109



Smooth underdecks make for more efficient mowing and less area for rust to begin. Deck rings are standard.



This unit is equipped with two 16,000 lb. leveling ratchet jacks.



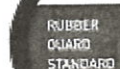
255 hp transfer gear box with 210 hp center and wing gearboxes.



HOT DIPPED GALVANIZED DECK & FRAME



NEW STYLE LEVELING TONGUE



RUBBER GUARD STANDARD

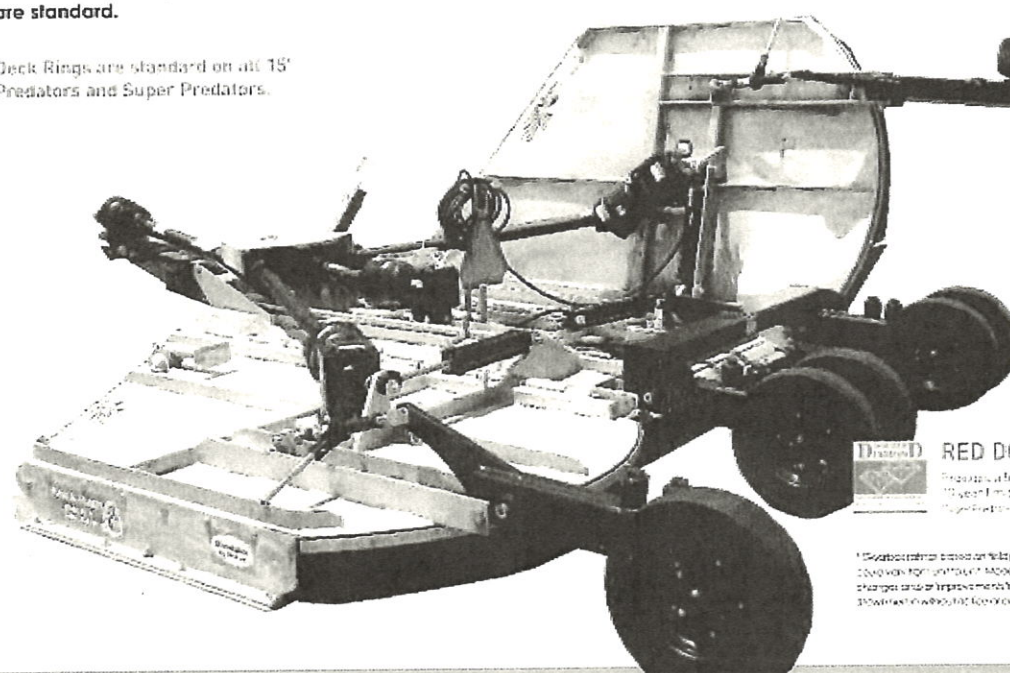


AIRCRAFT TIRES OPTIONAL



REAR CHAIN GUARD OPTIONAL

CUTTING WIDTH  
**180"**



## RED DOUBLE DIAMOND

Proven, a 1/2" thick blade with 1/4" x 1/4" diamond and 1/2" x 1/2" diamond wear on deck just that. 1/2" x 1/2" diamond wear on deck just that.

\*Based on a 1/2" thick blade with 1/4" x 1/4" diamond and 1/2" x 1/2" diamond wear on deck just that. 1/2" x 1/2" diamond wear on deck just that.

## SPECIFICATIONS

Cutting Width.....	180"
Transport Width.....	90"
Overall Width.....	187"
Overall Length.....	180"
Cutting Height.....	2"-15"
Blade Overlap.....	6"
Wing Lift Hydraulics.....	Standard
Wing Flex.....	90° Up/22° Down
Jackstand.....	Standard
Hitch.....	Swivel Clevis
Blade Carrier.....	Pan Stump Jumpers
Horsepower Required (min).....	50 hp

Main Gearbox or Divider Box*.....	255 hp
Outboard Gearbox or Center & Wings*.....	210 hp
Output Shaft Diameter.....	2-3/8"
Cut Capacity.....	3-1/2"
Blade Tip Speed:	
Main or Center.....	540 .. 15,268 fpm
.....	1000 .. 15,072 FPM
Wings.....	540 .. 14,821 fpm
.....	1000 .. 14,946 FPM
Driveline Size:	
Main.....	Cat. 5 Constant Veloc.

Outboard Center or Wings.....	Cat. 4 w/Slip Clutch
Deck Thickness.....	3/16"
Side Skirt.....	1/4" x 10 1/4"
Replaceable Skid Shoes.....	Standard
Front Safety Chains.....	Standard
Rear Safety Deflectors.....	Rubber Guard Standard with Chain Option
Weight (Approx).....	5600 lbs.
Standard Tires.....	Laminated 600 x 9
Dual Wingwheels.....	Option
Hydraulic Level Lift.....	Option
Deck Rings to Protect Deck.....	Standard



## WARRANTY

All Modern Ag Products implements carry a non-transferable one year manufacturing defects warranty,\* which covers any latent defect in parts and/or workmanship.

Our exclusive DOUBLE DIAMOND LIMITED WARRANTY SYSTEM additionally covers gearboxes and deck rust thru on all galvanized cutters for varying periods of time.

### RED DOUBLE DIAMOND

Provides a 5 year limited warranty on gearbox and 10 year limited warranty on deck rust thru. [Raptor, Super Predator, Predator & Super Highway Special series only]

### BLUE DOUBLE DIAMOND

Provides a 3 year limited warranty on gearbox and 10 year limited warranty on deck rust thru for galvanized models.

### GREEN DOUBLE DIAMOND

Provides a 2 year limited warranty on gearbox and 10 year limited warranty on deck rust thru for galvanized models.

## METAL MATTERS

### 65HP Shaft Comparison

Both shafts are from a 65HP gearbox. Although the other brand's gearbox housing is larger - look inside and the output shaft is smaller. Our 65HP shaft is 28% larger than other brand's 65HP shaft. Also, our gear is machined into the shaft creating a permanent connection. Other brands BOLT the gear to the shaft.



## 5 CRITERIA TO CONSIDER WHEN CHOOSING A CUTTER

- Cutting Capacity:**
  - The thickness of material being cut.
- Deck Thickness:**
  - The thickness of material used in construction of deck.
- Blade Speed:**
  - Determines how fast and clean the cut is.
- Gearbox Horse Power:**
  - HP rating must equalize to cut capacity.
- Underside Design:**
  - Modern's smooth underdeck allows material to move unrestricted, reducing rust hazards.

## THE MODERN DIFFERENCE

- Continuous welding on top of all cutters - most other brand models are skip welded.
- All decks are one piece - most other brand models are 2 or more. Rust starts at seams.
- Gearbox plate thickness start at 3/8" while most other brand models start at 1/4".
- Our tubelined tubing boom is a stronger design than the other brand's A-frame design. An A-frame design will damage when cutting in reverse, our tubing design will not.
- Deck & rear sections are lapped for 3/8" impact zone, most other brand models are not built as thick.

*Illustration of a typical non-Modern tubelined A-frame assembly.*

*Modern's heavy duty tubing tubelined assembly.*





## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Parks and Recreation**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to approve an internet agreement with Bulloch Solutions for the Bulloch County Extension Office**

**Summary / Background Attach Detailed Summary:**

The Ag Center (4-H office) uses Bulloch Solutions for their internet needs due to having a cloud-based phone system. The attached agreement provides the terms for the annual contract for those services. A copy of the annual invoice is also attached. Approval is recommended.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<b>Agenda Item Review and Approval</b>				

**Review:**

Jeff Akins      Completed      08/24/2022 9:07 AM

Tom Couch      Completed      08/24/2022 9:07 AM

Cindy Steinmann      Completed      08/24/2022 9:18 AM

Board of Commissioners      Pending      09/06/2022 5:00 PM



## Term Service Agreement

This Service Agreement is made and entered into between Bulloch Solutions, a Georgia Corporation, with its principal office in Statesboro, Georgia hereinafter called SELLER, and

Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Hereinafter called PURCHASER

In consideration of the mutual agreements herein contained, SELLER agrees to design, engineer, install and maintain the communications system described in Schedule A and PURCHASER hereby authorizes SELLER to design, engineer and install said communications equipment.

### 1. Terms

SELLER agrees to provide the PURCHASER services as specified on Schedule A hereto annexed for a period of \_\_\_\_\_ months with the option to continue at the end of the initial \_\_\_\_\_ month term as hereinafter set forth. Said term shall commence on the date of completion of installation of said service.

### 2. Options

- i. At the end of said \_\_\_\_\_ month term as herein before described, PURCHASER shall have the option to continue the service described in Schedule A with no changes to effective services.
- ii. At any time during said \_\_\_\_\_ month term as herein before described, SELLER fails to provide the services described in Schedule A and is unable to resolve the issue within 30 days of notification of an issue, PURCHASER shall have the option to terminate the services specified on Schedule A in full or part.
- iii. At any time during said \_\_\_\_\_ month term as herein before described, SELLER shall have the option to change the service described in Schedule A as is required to meet network requirements so long as those changes do not materially change or impact PURCHASER's business or effective service.



- iv. Seller has the right, without liability, to terminate this service if (i) Seller is reasonably unable to furnish any of the Service for any cause other than Seller's negligence or willful misconduct; (ii) Seller is prohibited by any governmental authority from furnishing any of the Service; or (iii) any material rate or term contained in this Lease Schedule is substantially changed adversely to Seller by order of the highest court of competent jurisdiction to which the matter is appealed, the FCC, or other local, state, or federal governmental or regulatory authority. Notwithstanding any provision or inference to the contrary, any monetary sums theretofore owing under this Lease Schedule shall survive its termination.

### 3. Fees and Payment

- i. PURCHASER shall pay to SELLER all charges and fees as billed on the first day of each month no later than the last day of each month. Non-payment will result in an interruption of services as described in Schedule A until such time as payment is received in full.
- ii. If PURCHASER cancels this service agreement prior to end of this term, PURCHASER shall pay to SELLER a cancellation fee equal to 100% of the remaining monthly charges that otherwise would have been payable for the unexpired term of this agreement.

#### Revisions

### PURCHASER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### SELLER

*Bulloch Solutions*  
 2903 Northside Drive West  
 Statesboro, GA. 30458

Signature: \_\_\_\_\_

Name: Rocky Bradley

Date: \_\_\_\_\_





## Ag Center Internet (151 Langston Chapel Rd. STE 600)

Services Delivered Over Our Fiber Optic Network

### Schedule A

	Units	Each	Extended	Taxes**
100 Megs X 100 Megs Dedicated Broadband Connection	1	\$149.95	\$149.95	\$0.00
Business Priority One	1	Included	\$0.00	\$0.00
Estimated Taxes	1			\$0.00
<b>Total For Services</b>				<b>\$149.95</b>

### Data

1- 100 Megs X 100 Megs Dedicated Broadband Connection	Included
Business Priority One Service & Support	Included

\*\*\*

**Monthly Estimated Total**

**\$149.95**

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\* Contract Renewal

\*\* All services in this proposal include estimated State, Local and Federal taxes and fees

\*\*\*All quoted services require a term agreement

Contact: Cindy Steinmann & Broni Gainous

Email: csteinmann@bullochcounty.net

bgainous@bullochcounty.net

Attachment: Ag Center Internet Quote (Ag Center Internet Agreement)



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Clerk of Board**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

Motion grant an alcoholic beverage license for retail beer and wines sales to Jigneshkuma V. Patel, Jalaram 12 LLC, located at 3180 US Highway 25 Statesboro, Georgia 30461

**Summary / Background Attach Detailed Summary:**

Mr. Patel has met the County's requirements for the submission of an alcohol application. Please see the attached application for review. Approval is recommended.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p style="text-align: center;"><b>Agenda Item Review and Approval</b></p>				

Review:

Board of Commissioners

Pending

09/06/2022 5:00 PM

**BULLOCH COUNTY, GEORGIA**  
**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

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

DATE OF APPLICATION 8-3-22 NEW ☒ RENEWAL ☐

Type of Business to be operated:

<input checked="" type="checkbox"/> Retail beer and wine packaged only	\$1,750.00
<input type="checkbox"/> Retail beer and wine by the drink (pouring license)	\$1,750.00
<input type="checkbox"/> Retail liquor by the drink (pouring license)	\$3,000.00
<input type="checkbox"/> Pouring license (beer, wine, and liquor)	\$4,500.00
<input type="checkbox"/> Wholesale license	\$1,200.00
<input type="checkbox"/> Farm Winery	\$2,500.00
<input type="checkbox"/> Catering License (off premise)	\$ 500.00
<input checked="" type="checkbox"/> Application Fee ( <u>due upon returning application</u> )	\$ 300.00
<input type="checkbox"/> Event Permit	\$ 100.00
<input type="checkbox"/> License Transfers	\$ 300.00
<input type="checkbox"/> Temporary Permit (all forms)	\$ 300.00

Total license fee (include the application fee) \$ 2050.00

**\*Late Penalty \***

- All renewal applications received after November 1 and before January 1 - 30% of license fee
- All renewal applications received after January 1 - 50% of license fee

Applicant's Full Legal Name: JIGNESHKUMAR PATEL

Type of Business: (check one): ☐ individual ☐ Corporation ☐ Partnership ☒ LLC  
☐ LLP

Name and Address of Partnership, LLC, LLP or Corp: JALARAM 12 LLC

Location of Business: 3180 US HIGHWAY 25, STATESBORO, GA 30461

Business Mailing Address 3180 US HIGHWAY 25

City: STATESBORO State: GA Zip Code: 30461

Local Business Telephone Number: ( 309 ) 205-8033

Applicant's Home Address [REDACTED] Phone#: 309-205-8033

City: STATESBORO State: GA Zip Code: 30458

Applicant's Age        Birthdate [REDACTED] Social Security # [REDACTED]

Are you a resident U.S. Citizen?

YES ☒ NO ☐ If no, you cannot apply for an alcoholic beverage license

Are you a resident of Bulloch County?

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

Designee's Name & Home Address \_\_\_\_\_

Designee's Home Phone \_\_\_\_\_ Designee's Age \_\_\_\_\_

Designee's Date of Birth \_\_\_\_\_ Designee's SS# \_\_\_\_\_

*\*A designee is used only for applicant(s) who do not reside in Bulloch County\**

Are you the owner of the business?

YES ☒ NO ☐ If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement. If "No", what is your title or interest in the business? \_\_\_\_\_

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

Full Legal Name: JIGNESHKUMAR PATEL Phone# 309-205-8033

Home Address: \_\_\_\_\_

City: STATESBORO State: GA Zip Code: 30461

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: 100 % Office Held: PRESIDENT

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Are you or the above listed business owner lessee of the property?

YES ☒ NO ☐**\*Please provide a copy of the lease or deed to the property along with your application.****Failure to provide the requested information will delay processing of your application.*****Attach a copy of your business's Certificate of Existence from the Secretary of State's office.***BE ADVISED THAT ANY PARTNER, OR SHAREHOLDER LISTED ABOVE MUST COMPLETE A SEPARATE AND CONSENT FORM FOR A BACKGROUND CHECK AND FINGERPRINTS. IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation or other entity?

Yes \_\_\_\_\_ No ☒***If yes, give the name of person(s) or firm and address and amount of percentage of profits or receipts to be split.***

\_\_\_\_\_

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

Yes \_\_\_\_\_ No ☒***If yes, attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.***

Has the applicant or designee been denied an alcoholic beverage license within the last 5 years by any governmental entity?

Yes \_\_\_\_\_ No ☒***If yes, attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.***

Has the applicant or designee had an alcoholic beverage license suspended or revoked within the last 5 years by any governmental entity?

Yes \_\_\_\_\_ No ☒***If yes, attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.***

\*\*\*\*\*OFFICIAL OFFICE USE\*\*\*\*\*

Approved \_\_\_\_\_ Rejected \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bulloch County Board of Commissioners

By: \_\_\_\_\_  
Roy Thompson, ChairmanAttest: \_\_\_\_\_  
Olympia Gaines, Clerk


**PRIVATE EMPLOYER EXEMPTION AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(d)**-By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs less than eleven (11) employees and is not required to register with and/or utilize 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. § 36-60-6.

  
Signature of Exempt Private Employer

JIGNESHKUMAR PATEL  
Printed Name of Exempt Private Employer

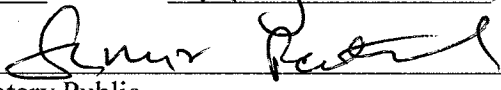
I hereby declare under penalty of perjury that the foregoing is true and correct.

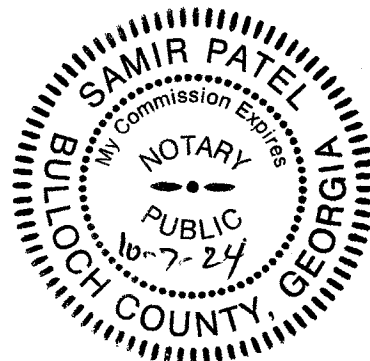
Executed on 2<sup>nd</sup>, Aug, 2022, in Statesboro (city), Georgia (state).

  
Signature of Authorized Officer or Agent

JIGNESHKUMAR PATEL PRESIDENT  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
2<sup>nd</sup> DAY OF Aug, 2022

  
Notary Public  
My Commission Expires:  
10-7-24



### Public Benefit/(SAVE) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Alcohol License [type of public benefit: Occupation Tax Certificate or Alcohol License] for JIGNESHKUMAR PATEL, (Name of Owner) as referenced in O.C.G.A. § 50-36-1, from Bulloch County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

GADL #                     

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Statesboro (city), Georgia, (state).

J Patel  
Signature of Applicant

JIGNESHKUMAR PATEL  
Printed Name of Applicant

SUBSCRIBED AND SWORN

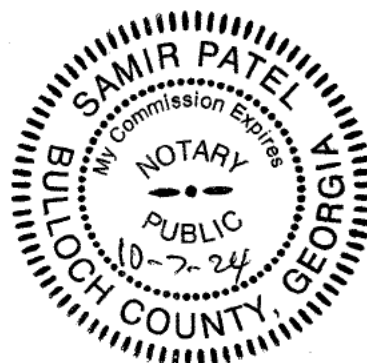
BEFORE ME ON THIS THE

2nd DAY Aug OF, 20 22

Samir Patel

NOTARY PUBLIC

My Commission Expires: 10-7-24



**Applicant Privacy Rights  
Notification Signature Form**

**Applicant Notification and Record Challenge:**

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

	JIGNESHKUMAR PATEL	8-2-22
Signature	Print Name	Date

Attachment: Jalaram 12 LLC Alcohol Application (Jalaram 12 LLC Alcohol Application)





## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Parks and Recreation**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to approve the purchase of additional arena panels and gates for Ag Complex from Priefert Rodeo & Equipment in the amount of \$27,781.28.**

**Summary / Background Attach Detailed Summary:**

The Ag Complex has added new customers in 2021 and 2022 that will require additional panels and gates to host their events. With the purchase of these additional items, we would be able to better accommodate our customers who utilize cattle for their competitions. The ability to have cattle shows would be enhanced because we would be able to build pens to store these cattle and still have two arena systems available for their competition. These arena panel systems are portable and can be used for other purposes. We could use them in our outdoor riding area to create an outdoor arena as demand dictates. The panels could be used to build extra stalls for horses during large events. The panels and gates could be used as blockade system to control the flow of people, cars, or livestock during events. The panels could also be used in any expansion to the existing facility.

In 2022 the estimated revenue related to cattle events will generate \$155,149.40. In looking towards the future if we want to grow the purchase of these materials will help achieve that.

The current panels and gates were originally purchased from Priefert Rodeo & Ranch Equipment. The purchase of additional panels and gates would be a sole source purchase from Priefert Rodeo & Ranch Equipment in the amount of \$27,781.28.

This purchase is currently scheduled in the FY2023 CIP budget (32562200-541300-AG06).

It is the recommendation of Billy Springer, Ag Complex Manager, to approve the purchase of panels and gates.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required? NO

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**

Review:

Faye Bragg    Pending

Tom Couch    Pending

Cindy Steinmann    Pending

Kristie King    Completed    08/30/2022 11:19 AM

Olympia Gaines    Completed    08/31/2022 10:05 AM

Faye Bragg    Completed    08/31/2022 10:24 AM

Eddie Canon    Completed    08/31/2022 1:05 PM

Board of Commissioners    Pending    09/06/2022 5:00 PM

Kristie King    Pending

Tom Couch    Pending

Cindy Steinmann    Pending

**Billy Springer, Manager**  
**P.O. Box 408 • 44 Arena Blvd**  
**Statesboro, GA 30459 (30458)**



**Phone: (912) 871-7265**  
**Fax: (912) 681-7246**  
**bspringer@bullochrec.com**

To: Eddie Cannon

Date: 8-25-2022

Reference: Additional Priefert Rodeo & Ranch Arena Panels and Gates

I am writing this memo as justification for the sole source purchase of additional arena panels and gates. First, these materials match our existing arena panel system. We have added new customers in 2021 and 2022 that will require these panels to host their events. With the purchase of these additional panels and gates we would be able to better accommodate our customers who utilize cattle for their competitions. The ability to have cattle shows would be enhanced because we would be able to build pens to store these cattle and still have two arena systems available for their competition. These arena panel systems are portable and can be used for other purposes. We could use them in our outdoor riding area to create an outdoor arena as demand dictates. The panels could be used to build extra stalls for horses during large events. The panels and gates could be used as blockade system to control the flow of people, cars, or livestock during events. The panels could also be used in any expansion to the existing facility.

I have attached three spreadsheets to this memorandum, 2020 Actuals, 2021 Actuals, and 2022 Actual/Projected Revenue for Cattle Events (customers who utilize cattle for their competitions and new cattle show customers). In 2020 the breakdown in revenue related to cattle events was \$80,588.00. In 2021 the breakdown in revenue related to cattle events was \$144,250.55. When storing substantial amounts of cattle, we have been extremely limited in having enough equipment and still have the arenas set up for competition. In 2021 we had to borrow panels from one customer (JX2 Productions) to make sure we could accommodate our new customer (Florida Ranch Sorting). Moving forward borrowing panels will not be an option to service the new customers. We have an opportunity to gain more events from our new customers, but we need to have the additional panels to service them. More events equal more revenue for Bulloch County (more stalls, r/v hookups, shavings, concessions, and greater economic impact for Bulloch County).

In 2022 the estimated revenue related to cattle events will generate \$155,149.40. In looking towards the future if we want to grow the purchase of these materials will help achieve that. Finally, if Bulloch County decides in the future there is no need for these extra gates and panels, they are extremely easy to sell and typically retain their value if they are in good condition. Thanks for your consideration on this matter.

Sincerely,

Billy Springer

## 2020 Bulloch County Agricultural Complex Actuals - FACILITY RENTALS - CATTLE EVENTS

Event/Dates	# of Days	AVG # of People	# Out of County	# Stalls	Stall \$\$	# R/Vs	R/V \$\$	# Shavings	Shavings \$\$	Rental \$\$	Concessions \$\$	Total GR
JX2 Productions 5-16-20 & 5-17-20 (LESS 1 DAY & NO CONCESSIONS)	2	200	175	123	2148.00	38	1400.00	421	2526.00	2000.00	0.00	8074.00
ARHA Southeast Showdown 5-29-20, 5-30-20, 5-31-20	3	400	350	185	5712.00	45	2925.00	412	3296.00	3480.00	1751.00	17164.00
JX2 Productions 7-31-20, 8-1-20, 8-2-20	3	600	525	218	5184.00	55	3150.00	495	3960.00	3300.00	2726.50	18320.50
Top Hand Productions 9-19-20 & 9-20-20	2	250	200	57	1224.00	20	500.00	93	744.00	2368.00	665.50	5501.50
JX2 Productions TRUCK ROPING 10-23-20, 10-24-20, 10-25-20	3	1200	1000	218	6456.00	70	4600.00	672	5376.00	4104.00	6518.00	27054.00
Twisted R Productions Benefit Roping 11-27-20 (5K to Archer Collins)	1	150	100	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00
Twisted R Productions 11-28-20 & 11-29-20	2	200	150	38	852.00	13	650.00	144	1152.00	1100.00	720.00	4474.00
<b>GRAND TOTALS</b>	<b>16.00</b>	<b>3000</b>	<b>2500</b>	<b>839</b>	<b>21576.00</b>	<b>241</b>	<b>13225.00</b>	<b>2237</b>	<b>17054.00</b>	<b>16352.00</b>	<b>12381.00</b>	<b>80588.00</b>



## 2021 Bulloch County Agricultural Complex Actuals - FACILITY RENTALS - CATTLE EVENTS

Event/Dates	# of Days	# of People	# Out of County	# Stalls	Stall \$\$	# R/Vs	R/V \$\$	# Shavings	Shavings \$\$	Rental \$\$	Concessions \$\$	Total GR
JX2 Productions 4-16-21, 4-17-21, 4-18-21	3	500	425	173	4212.00	51	2450.00	441	3528.00	3450.00	2264.00	15904.00
Kiwanis Statesboro Rodeo 4-23-21 & 4-24-21	2	3000	1000	0	0.00	0	0.00	43	344.00	0.00	4289.50	4633.50
Area 18 Cutting Horse Association 5-22-21 & 5-23-21	2	175	150	81	1944.00	32	800.00	508	4064.00	2200.00	593.00	9601.00
ARHA Southeast Showdown 5-28-21, 5-29-21, 5-30-21	3	400	275	149	5196.00	49	3500.00	394	3152.00	3700.00	1965.00	17513.00
South East Georgia Roping Club 7-17-21	1	60	45	0	0.00	0	0.00	0	0.00	600.00	218.50	818.50
JX2 Productions 8-6-21, 8-7-21, 8-8-21 <b>NO CONCESSIONS</b>	3	500	425	160	3948.00	48	2200.00	518	4144.00	3290.00	0.00	13582.00
Georgia Ranch Horse Association 1/2 DAY 9-10-21, 9-11-21 & 9-12-21	2.5	300	225	113	2748.00	33	1700.00	337	2696.00	2845.80	1085.50	11075.30
Top Hand Productions Barrels, Breakaway/Team Roping 9-18-21 & 9-19-21	2	250	200	109	2388.00	39	1650.00	276	2208.00	2200.00	996.50	9442.50
Area 18 Cutting Horse Association 1/2 Day 9-23-21 & 9-24-21, 9-25-21, 9-26-21	3	250	200	118	3984.00	30	1850.00	711	5688.00	3100.00	212.00	14834.00
Georgia Ranch Horse Association 1/2 DAY 10-8-2021, 10-9-21 & 10-10-21	2.5	175	100	60	1452.00	23	1175.00	157	1256.00	2700.00	585.75	7168.75
JX2 Productions 10-22-21, 10-23-21, 10-24-21 TRUCK ROPING	3	1050	900	218	5568.00	63	3425.00	661	5288.00	3860.00	3839.25	21980.25
Twisted R Productions Benefit Roping 11-26-21	1	100	50	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00
Twisted R Productions 11-27-21 & 11-28-21	2	200	150	31	648.00	15	700.00	75	600.00	1100.00	1437.25	4485.25
Georgia Ranch Horse Association 1/2 DAY 12-10-21, 12-11-21 & 12-12-21	2.5	350	75	130	3372.00	37	1975.00	406	3248.00	2700.00	1917.50	13212.50
<b>GRAND TOTALS</b>	<b>32.50</b>	<b>7310</b>	<b>4220</b>	<b>1342</b>	<b>35460.00</b>	<b>420</b>	<b>21425.00</b>	<b>4527</b>	<b>36216.00</b>	<b>31745.80</b>	<b>19403.75</b>	<b>144250.55</b>

## 2022 Bulloch County Agricultural Complex Actuals - FACILITY RENTALS

Event/Dates	# of Days	# of People	# Out of County	# Stalls	Stall \$\$	# R/Vs	R/V \$\$	# Shavings	Shavings \$\$	Rental \$\$	Concessions \$\$	Total GR
Florida Ranch Sorting 12-31-21, 1-1-22, 1-2-22 NO CONCESSIONS / (562 SHV)	3	400	325	175	5280.00	38	2475.00	61	488.00	3050.00	0.00	11293.00
Georgia Ranch Horse Association 1/2 DAY 3-25-22, 3-26-22, & 3-27-22	2.5	250	150	100	2388.00	37	1825.00	305	2440.00	2700.00	1715.50	11068.50
JX2 Productions 4-9-22 & 4-10-22	2	200	150	72	1128.00	28	750.00	203	1624.00	2200.00	853.50	6555.50
Georgia Ranch Horse Association 1/2 DAY 4-15-22, 4-16-22, & 4-17-22	2.5	250	150	91	2124.00	38	1700.00	282	2256.00	2800.00	0.00	8880.00
Kiwanis Statesboro Rodeo 4-22-22 & 4-23-22	2	6000	2000	8	96.00	6	150.00	20	160.00	934.40	6850.00	8190.40
ARHA Southeast Showdown 4-27-22, 4-28-22, & 4-29-22	3	450	375	209	7092.00	53	3900.00	764	6112.00	3450.00	0.00	20554.00
JX2 Productions 8-5-22, 8-6-22, & 8-7-22	3	200	150	96	2076.00	30	1025.00	270	2160.00	3300.00	1847.00	10408.00
Georgia Ranch Horse Association 1/2 DAY 9-9-22, 9-11-22 & 9-11-22	2.5	300	225	100	2500.00	30	1500.00	250	2000.00	2500.00	0.00	8500.00
L-J Pro Rodeo BULLS IN THE BORO 9-16-22 & 9-17-22	2	3000	1000	0	0.00	0	0.00	0	0.00	3000.00	5000.00	8000.00
Area 18 Cutting Horse Association 1/2 Day 9-22-22 & 9-23-22, 9-24-22, 9-25-22	3.5	250	200	110	3800.00	30	1850.00	700	5600.00	3000.00	500.00	14750.00
Georgia Ranch Horse Association 1/2 DAY 10-7-22, 10-8-21 & 10-19-22	2.5	175	100	60	1450.00	20	1000.00	150	1200.00	2700.00	0.00	6350.00
JX2 Productions 10-21-22, 10-22-22, 10-23-22 TRUCK ROPING	3	1050	900	218	5500.00	63	3400.00	600	4800.00	3500.00	3500.00	20700.00
Cole Meek Texas Longhorn Show 11-5-22 & 11-6-22	2	200	150	0	0.00	0	0.00	0	0.00	3000.00	2000.00	5000.00
Twisted R Productions Benefit Roping 11-25-22	1	100	50	0	0.00	0	0.00	0	0.00	0.00	0.00	0.00
Twisted R Productions 11-26-22 & 11-27-22	2	200	150	30	600.00	15	700.00	75	600.00	1100.00	1200.00	4200.00
Georgia Ranch Horse Association 1/2 DAY 12-9-22, 12-10-22 & 12-11-22	2.5	350	75	130	3300.00	37	1900.00	350	2800.00	2700.00	0.00	10700.00
<b>BLACK = ACTUALS    RED = PROJECTIONS</b>												0.00
<b>GRAND TOTALS</b>	<b>39.00</b>	<b>13375</b>	<b>6150</b>	<b>1399</b>	<b>37334.00</b>	<b>425</b>	<b>22175.00</b>	<b>3880</b>	<b>32240.00</b>	<b>39934.40</b>	<b>23466.00</b>	<b>155149.40</b>

# REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

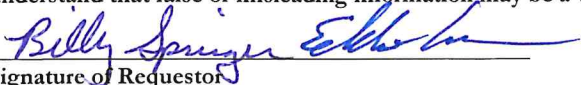
DATE: 8/25/2022

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS					
				NO. 1 Priefert Rodeo & Ranch Equipment			NO. 2		
				UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION	UNIT PRICE
100	Panel 12' Premier	175.46	\$17,546.00	175.46	\$17,546.00				
16	Premier Bow Gate 6' X 9'	310.62	\$4,969.92	310.62	\$4,969.92				
4	Panel 6' Rough Stock Arena	192.82	\$771.28	192.82	\$771.28				
4	Panel 8' Rough Stock Arena	228.78	\$915.12	228.78	\$915.12				
4	Panel 10' Rough Stock Arena	254.20	\$1,016.80	254.20	\$1,016.80				
2	Panel 10' Rough Stock Arena	331.08	\$662.16	331.08	\$662.16				
	delivery/set-up								
	LESS DISCOUNTS								
	PLUS FREIGHT		\$ 1,900.00		1900.00				
	TOTALS		\$27,781.28		\$27,781.28				

REQUESTING DEPARTMENT Parks & Rec	NOTES Additional arena panels,gates, and connecting systems See Sole Source Justification Form with attached memo and spreadsheets	AWARD TO: <b>Priefert Rodeo &amp; Ranch Equipment</b> 2630 South Jefferson Ave. Mount Pleasant, TX 75455 Phone: 903-572-1741 Fax: 903-572-2798 (IF NOT LOW QUOTATION STATE REASON)
ACCOUNT CODE 32562200-541300-AG06		
DEPARTMENT HEAD/DISEGNEE <i>Billy Spence</i>		PURCHASE ORDER NO.:



SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	8-25-2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Parks and Recreation	Department Head	Eddie Cannon
VENDOR INFORMATION			
Vendor Name	Priefert Rodeo & Ranch Equipment		
Street Address	2630 South Jefferson Avenue		
City	Mount Pleasant		
State and Zip Code	Texas 75455		
Phone Number	903-572-1741		
Fax Number	903-572-2798		
E-mail or Web Site Address			
<p><b>Please specifically justify why the items or services to be approved for sole source treatment:</b></p> <p>Additional arena panels and gates. PLEASE SEE ATTACHED MEMO AND SPREADSHEETS.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	<b>Exclusive Rights:</b> Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required).		
X	<b>Replacement Parts, Equipment or Accessories:</b> Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	<b>Technical Service:</b> Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	<b>Continuation of Prior Work:</b> Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
X	<b>Other:</b> Otherwise, due to special scientific, technological, or extraordinary specifications and circumstances, the goods or services is available from only one vendor.		
<b>ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELIVERED FOB: BULLOCH COUNTY.</b>			
I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies.			
 Signature of Requestor			
<b>IF THE PURCHASE IS \$10,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS</b>			





2630 South Jefferson Ave • Mount Pleasant, TX 75455  
Phone - 903-572-1741 • Fax - 903-572-2798

## Quotation

A-0067005  
Sold To: Bulloch County Ag Center  
1 Max Lockwood Dr  
Statesboro, GA 30458  
US

Ship To: Bulloch County Ag Center  
1 Max Lockwood Dr  
Statesboro, GA 30458  
US

Number .....: QT-202737-2

Date .....: 6/30/2022  
Page .....: 1 of 1  
Sales order .....:  
PO Number.....:  
Your ref.....:  
Our ref. ....: 03930  
Quotation deadline .....: 7/22/2022  
Payment .....: Cash in Advance  
FOB .....: FOB Origin - Quote  
Ship Via .....: TL

Total Weight .....: 12,192.00

A-0067005  
Bill to: Bulloch County Ag Center  
1 Max Lockwood Dr  
Statesboro, GA 30458  
US

Phone: 912-764-5637

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
PP12GY	PANEL 12' PREMIER	100.00	Pc	175.46	Pc	9,000.00	17,546.00
PBGT069GY	PREMIER BOW GATE 6' x 9', 72" GATE HEIGHT, PIN CONNECT	16.00	Pc	310.62	Pc	2,016.00	4,969.92
RSAPD06GY	PANEL 6' ROUGH STOCK ARENA	4.00	Pc	192.82	Pc	260.00	771.28
RSAP08GY	PANEL 8' ROUGH STOCK ARENA	4.00	Pc	228.78	Pc	308.00	915.12
RSAP10GY	PANEL 10' ROUGH STOCK ARENA	4.00	Pc	254.20	Pc	360.00	1,016.80
RSAP14GY	PANEL 14' ROUGH STOCK ARENA	2.00	Pc	331.08	Pc	248.00	662.16

All prices shown in USD.

Sub total: 25,881.28  
Freight: 1,900.00  
Tax: 0.00  
Total: 27,781.28

For any questions or inquiries regarding this quote please contact Priefert Manufacturing directly.  
You may reach us at 800-527-8616 or by email at [direct@priefert.com](mailto:direct@priefert.com).  
This Quote is good for 30 days and subject to change sooner with written communication.

Attachment: Arena Panels & Gates Requisition - Sole Source 9-6-22 (Ag Arena Panels and Gates)



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Engineering**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to approve a bid and enter into a contract with Mid-State Striping, Inc., for road restriping and sign replacements on approximately 35 miles of County roads, in the amount of \$227,873.87, to be funded by TSPLOST.**

**Summary / Background Attach Detailed Summary:**

This contract includes restriping pavement markings, installation of raised pavement markers, replacement of faded road signs, and installation of rumble strips on approximately 35 miles of county roads. The complete list of roads is attached in the agenda packet.

Sealed bids were received on August 16, 2022, as detailed in the attached memo from Purchasing Manager Faye Bragg. The low bidder, Mid-State Striping, Inc., met all requirements of the County's bid specifications. The low bid amount, which was \$227,873.87, is slightly higher than the budget amount of \$225,000. Increases in prices of striping materials contributed to bids being higher than the estimate. There was a small error in the low bidder's tabulation of costs on the bid form, resulting in a difference of \$90 between the total that was written on the bid form and the correct total. This small error did not change the bid results. The County Engineer has consulted with the CFO, and there does appear to be sufficient funds available for the project. The County Engineer recommends awarding the contract to Mid-State Striping, Inc., in the amount of \$227,873.87.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required? NO

**Attach Detailed Analysis, If Needed:**

### Agenda Item Review and Approval

Review:

Faye Bragg    Completed    08/29/2022 4:46 PM

Kristie King    Completed    08/30/2022 8:52 AM

Tom Couch    Pending  
Cindy Steinmann    Completed    08/30/2022 10:49 AM  
Hermon Butler    Pending  
Jeff Akins    Pending  
Board of Commissioners    Pending    09/06/2022 5:00 PM

## M E M O R A N D U M

Date: August 16, 2022

To: Tom Couch

From: Faye Bragg

Subject: Bid Opening for Road Restriping

---

Sealed bids were opened in Conference Room 102 located at 115 North Main Street today at 3:00pm for the Road Restriping Bid.

Eleven (11) bids were emailed on August 2, 2022, as well as being posted on GA Procurement Registry, County's website, and an ad was run in the *Statesboro Herald* on August 2<sup>nd</sup> and again on August 9<sup>th</sup>. One (1) bid was emailed as requested.

Five (5) bids were received:

Bidder	Base Bid	Non-Collusion Affidavit & Bidder Declaration	5% Bid Bond Contractor E-verify Affidavit & Addendum #1
Mid-State Striping	\$227,783.87	Yes	Yes
Peek Pavement	\$240,656.69	Yes	Yes
Pro-Line Pavement	\$249,492.74	Yes	Yes
Mid-State Construction	\$253,535.74	Yes	Yes
Roadside Specialties	\$274,881.44	Yes	Yes

Bid opening attendees: Peyton Fuller and Faye Bragg.

Bids were given to Brad Deal for review and presentation to the Board of Commissioners for award.

Attachment: Road Restriping Bid Tab (Road Restriping FY 23)



**Bulloch County Striping List FY 22**

<b>Road Name</b>	<b>From</b>	<b>To</b>	<b>Miles</b>
<b>Alderman</b>	Rushing	Brooklet City	1.67
<b>Arcola</b>	Hwy 80	Mud	2.43
<b>Arcola</b>	Mud	Old Hwy 46	5.40
<b>Bill Futch</b>	SR 119	Bryan County	0.74
<b>Billy Mikell</b>	SR 24	Sweetheart Ln	0.26
<b>Brooklet-Denmark</b>	Rushing	SR 67	6.60
<b>Bryan Ct</b>	Cody Ln	Terminus	0.20
<b>Cobb</b>	Burkhalter	Terminus	0.49
<b>Cody Ln</b>	Hwy 80	Terminus	0.54
<b>Emit Grove</b>	SR 67	Brooklet-Denmark	1.67
<b>Golf Club/Burkhalter</b>	Harville	Sinkhole	2.71
<b>Herman Rushing</b>	Burkhalter	Terminus	0.49
<b>Jackson Rd</b>	Pretoria-Rushing	Hwy 80	0.19
<b>Jaeckel St</b>	Jackson Rd	Hwy 80	0.14
<b>Langston Chapel</b>	Old Register	US 301 S	1.04
<b>Lincoln St</b>	Pineview	Pineview	0.27
<b>Misty Ct</b>	South Wynn	Terminus	0.35
<b>Misty Ln</b>	Rushing	Misty Ct	0.26
<b>Pineview Rd</b>	Pretoria-Rushing	Jackson	0.40
<b>Pretoria Rushing</b>	Hwy 80	Burkhalter	1.39
<b>Red Hill Church</b>	Old Hwy 46	Dirt	1.27
<b>Rushing Rd</b>	Burkhalter	Brooklet-Denmark	4.31
<b>South Wynn</b>	Rushing	SR 67	2.02
<b>Stilson Rd</b>	Hwy 80	SR 119C	0.72
<b>Total Miles</b>			<b>35.56</b>



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Buildings and Facilities**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to purchase two xray scanners for \$54,506.25 with a budget of \$60,000.**

**Summary / Background Attach Detailed Summary:**

Attached are three x-ray scanner quotes for the Judicial Annex and State Courthouse, one scanner for each building. No companies that provided quotes are in Georgia or the surrounding area. The closest vendor is in North Carolina, while the other two are located in Utah and California. The low bid vendor for this project is located in North Carolina at \$54,506.25; which is under the CIP budget of \$60,000. Both x-ray scanners have been vetted by Bulloch County Sheriff's department personnel and will provide the security required.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	YES	Amendment or Transfer Required? NO

**Attach Detailed Analysis, If Needed:**

### Agenda Item Review and Approval

Review:

Faye Bragg    Completed    08/30/2022 9:17 AM

Kristie King    Completed    08/30/2022 10:21 AM

Tom Couch    Pending

Cindy Steinmann    Completed    08/30/2022 10:50 AM

Board of Commissioners    Pending    09/06/2022 5:00 PM

ROY THOMPSON  
Chairman  
JAPPY STRINGER  
Commissioner  
WALTER GIBSON  
Commissioner  
RAY MOSLEY  
Commissioner  
TIMMY RUSHING  
Commissioner  
ANTHONY D. SIMMONS  
Commissioner  
CURT DEAL  
Commissioner



8.14.a  
THOMAS  
County Manager  
KRISTIE KING  
Chief Financial Officer  
JEFF S. AKINS  
Chief Legal Counsel  
OLYMPIA GAINES  
Clerk of the Board

## BULLOCH COUNTY BOARD OF COMMISSIONERS

Faye Bragg  
Purchasing Manager

Faye,

Attached are three x-ray scanner quotes for the Judicial Annex and State Courthouse. No companies that provided quotes are in Georgia or the surrounding area. The closest vendor is in North Carolina, while the other two are located in Utah and California. The low bid vendor for this project is located in North Carolina at \$54,506.25; which is under the CIP budget of \$60,000. Both x-ray scanners have been vetted by Bulloch County Sheriff's department personnel and will provide the security required. I propose that Bulloch County Board of Commissioners select Point Security as the provider for the x-ray scanner.

If you have any questions or concerns, please let me know.  
Thanks

David Campbell  
Building and Facilities Manager

Attachment: Xray Scanner Judicial Annex and State Courthouse (Xray Scanner)

**TO: PURCHASING**

**BULLOCH COUNTY, GEORGIA**

DATE: 8/30/2022

**THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:**

VENDOR QUOTATIONS									
NO. 1			NO. 2			NO. 3			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	Point Security		Rapiscan		Protective Technologies	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Provide 2 xray machines, one for Judicial Annex and State Courthouse. Additional 1 year warranty added.				54,506.25		62,655.00		60,090.00

REQUESTING DEPARTMENT Government Buildings	NOTES	AWARD TO: <u>Point Security</u>
DEPARTMENT HEAD/DESIGNEE		(IF NOT LOW QUOTATION STATE REASON)
	DEPT. ACCOUNT NO.: <u>325 15670 542500 JF02</u>	PURCHASE ORDER NO.: _____

**Attachment: Xray Scanner Judicial Annex and State Courthouse (Xray Scanner)**





# Point Security, Inc.

(336) 357-3417  
PO Box 100  
Linwood, NC 27299

## Estimate

Date	Estimate #
8/15/2022	22-3132

**Customer:**

Bulloch Co., GA  
Cory Akins

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	9/14/2022	Evan	Destination
Item	Description	Quantity	Amount	Total	
6040C	***6040C*** 6040C, X-Ray Inspection System Smiths Detection 24" Monitor 12 Month Standard Warranty 160kV X-ray Generator Hi-SPOT- Auto Dense Area Detection HiTraX 3- Image Enhancement Functions HDA - High Density Alert X-Plore - Determination of Organic Materials Opti-ZOOM - Zoom Magnification Optimization IMS - Image Management System	1.00	22,988.75	22,988.75T	
Monitor24	Monitor, 24" LCD Wide Format	1.00	0.00	0.00T	
HEI-Mount-6040C	Mount, Drop Down Keyboard Support, 6040C	1.00	350.00	350.00T	
HEI-.5M-6040i	***Roller Table*** Table, .5M/20" Entry or Exit Roller - 6040C	1.00	850.00	850.00T	
HEI-Adv. HI-TraX III	Advanced Software Package HI-TIP-Plus - Threat Image Projection OTS Xtrain - Operator Training System  ***5030C***	1.00	0.00	0.00T	
Thank you for considering Point Security.				<b>Total</b>	



# Point Security, Inc.

(336) 357-3417  
PO Box 100  
Linwood, NC 27299

## Estimate

Date	Estimate #
8/15/2022	22-3132

**Customer:**

Bulloch Co., GA  
Cory Akins

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	9/14/2022	Evan	Destination
Item	Description	Quantity	Amount	Total	
5030C	5030C, X-Ray Inspection System Smiths Detection Cart 24" Monitor 12 Month Standard Warranty Hi-SPOT- Auto Dense Area Detection HiTraX 3- Image Enhancement Functions HDA - High Density Alert X-Plore - Determination of Organic Materials Opti-ZOOM - Zoom Magnification Optimization IMS - Image Management System	1.00	18,973.50	18,973.50T	
Monitor24	Monitor, 24" LCD Wide Format	1.00	0.00	0.00T	
HEI-5M-5030-Exit	***Roller Table*** Table, .5M/20" Exit Roller - 5030C	1.00	850.00	850.00T	
HEI-Adv. HI-TraX III	Advanced Software Package HI-TIP-Plus - Threat Image Projection OTS Xtrain - Operator Training System  ***Installation and Freight***  Note: Below price assumes we will deliver and install both machines on the same trip.	1.00	0.00	0.00T	

Thank you for considering Point Security.

**Total**



# Point Security, Inc.

(336) 357-3417  
PO Box 100  
Linwood, NC 27299

## Estimate

Date	Estimate #
8/15/2022	22-3132

**Customer:**

Bulloch Co., GA  
Cory Akins

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	9/14/2022	Evan	Destination
Item	Description	Quantity	Amount	Total	
Installation X-Ray	Installation of X-Ray Inspection System -Assembly, Testing and Final Commissioning -Radiation Safety Inspection -2-hour Operator Orientation by FSE	2.00	950.00	1,900.00	
Freight-Billed To Client	Freight, Shipping and Handling  Please note machines will be delivered and installed in two different buildings	2.00	750.00	1,500.00T	
PHEI-Warranty X-ray	***Extended Warranty Options*** On-Site Extended Warranty w/ Annual PMI and Radiation Leak Survey On-Site Coverage, M-F, 08:30-17:00 All Labor, Travel, Expenses All replacement parts required ***Price per machine***			0.00T	
PHEI-Warranty1	On Site Ext. Warranty, One Year (2 Total)	2.00	3,547.00	7,094.00T	
PHEI-Warranty2	On Site Ext. Warranty, Two Years (3 Total)	0.00	6,655.00	0.00T	
PHEI-Warranty3	On Site Ext. Warranty, Three Years (4 Total)	0.00	9,377.00	0.00T	
PHEI-Warranty4	On Site Ext. Warranty, Four Years (5 Total)	0.00	11,760.00	0.00T	
	Annual cost of Rad Survey and Preventive Maintenance without Extended Warranty.				
Thank you for considering Point Security.				<b>Total</b>	





# Point Security, Inc.

(336) 357-3417  
PO Box 100  
Linwood, NC 27299

## Estimate

Date	Estimate #
8/15/2022	22-3132

### Customer:

Bulloch Co., GA  
Cory Akins

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	9/14/2022	Evan	Destination
Item	Description	Quantity	Amount	Total	
PMI/BRH	PMI with BRH included. Preventative Maintenance Inspection w/ Basic Radiation Health Inspection  Cost Per Unit  Are you sales tax exempt? Yes or No If yes, please provide resale certificate or tax exempt number. Sales Tax and Duties, if required, are not included in this pricing. Written documentation is required in order to waive sales tax.	0.00	1,105.00	0.00T	
Thank you for considering Point Security.				<b>Total</b>	\$54,506.25



**ZORPRO, LLC**  
 2825 East Cottonwood Parkway, Suite 500  
 Cottonwood Heights, UT 84121  
 801-960-4045  
 sales@zorpro.com



**ADDRESS**  
 Bulloch County Sheriff's Office

**SHIP TO**  
 Bulloch County Sheriff's Office

**Quote 2250**

**DATE 08/19/2022**

ACTIVITY	QTY	RATE	AMOUNT
<b>5333DVS</b> Model 5333DVS AutoClear X-ray Scanner (160Kv) Including: Linux OS (Touch Pad Operation), AutomatAlert (Threat Identification Program), Image Archiving/Storage (USB), AutoNet 1 and User Management	2	17,995.00	35,990.00
<b>Roller table</b> 1.0 Meter Roller Table on Exit	2	900.00	1,800.00
<b>Shipping</b> Shipping and handling	2	2,500.00	5,000.00
<b>Installation and Training</b> Installation and Training	2	3,750.00	7,500.00

**Conditions:**

- Total due before order ships
- Prices Quoted in US Dollars
- Quote valid for 30 days
- Free USA Shipping (48 states)
- This item is not a medical device!
- By signing this, you agree to our terms and conditions found at <https://zorpro.com/disclaimer/>

**TOTAL \$50,290.00**

Accepted By

Accepted Date

Attachment: Xray Scanner Judicial Annex and State Courthouse (Xray Scanner)

**David Campbell**

---

**From:** Cory Akins  
**Sent:** Tuesday, August 23, 2022 11:22 AM  
**To:** David Campbell  
**Subject:** Fwd: Xray stuff

Get [Outlook for iOS](#)

---

**From:** PTI Sales <[sales@pti-world.com](mailto:sales@pti-world.com)>  
**Sent:** Tuesday, August 23, 2022 11:19:58 AM  
**To:** Cory Akins <[cory.akers@bullochsheriff.com](mailto:cory.akers@bullochsheriff.com)>  
**Subject:** Re: Xray stuff

Annual maintenance costs are typically about \$2,900.00 per year for a technician to come out, inspect the system and recommend any maintenance that might be required. That cost would not cover any parts, etc. Extended warranties are available for up to 5 years. The average cost per year would be about \$4,900.00, and that would include an annual on-site service during the warranty period.

Let me know if you need anything else.

Best regards,  
 Rulon Jessop

Protective Technologies International  
 3450 Triumph Blvd #102  
 Lehi, UT 84043  
 Ph: 801-280-9997 x 101  
[sales@pti-world.com](mailto:sales@pti-world.com)

On Aug 23, 2022, at 6:43 AM, Cory Akins <[cory.akers@bullochsheriff.com](mailto:cory.akers@bullochsheriff.com)> wrote:

Can you let me know what the yearly maintenance inspection cost will be? Also, do they offer an extended warranty? What the price is so i can submit to the commissions.

---

**From:** PTI Sales <[sales@pti-world.com](mailto:sales@pti-world.com)>  
**Sent:** Friday, August 19, 2022 5:51 PM  
**To:** Cory Akins <[cory.akers@bullochsheriff.com](mailto:cory.akers@bullochsheriff.com)>  
**Subject:** Re: Xray stuff

Cory,

Thanks for your patience in waiting for my reply. I was called out of the office all week. Attached are 3 separate quotes for 3 different brands. The size of the Xray units should work in both locations, so I've just put two of the same

Attachment: Xray Scanner Judicial Annex and State Courthouse (Xray Scanner)



An OSI Systems Company

# QUOTATION

Contact: Cory Akins  
 Customer: Bulloch County  
 Address: 115 N. Main Street  
 Statesboro  
 GA  
 30458

Quote Number: 2022-41744 Rev.3  
 Submitted Date: 17-August-2022  
 Expiration Date: 17-October-2022

End User: Bulloch County: (918CX) 115 N. Main Street, Statesboro, GA 30458;  
 (920CX) 20 Siebald St, Statesboro, GA 30458

## BPI 900

Item	Qty	Product	Description	Net Price	ExtNet
1	1	920CX	Rapiscan 920CX, Multi voltage, 160KV	\$23,250.00	\$23,250.00
2	1	101038597	SW, FEATURE, 0.2M/S, 927/928DX, BPI	\$0.00	\$0.00
3	1	101013621	MONITOR, 144HZ, 1920X1080,24"	\$0.00	\$0.00
4	1	21102479	VOLTAGE KIT,110V,N5/15-SJT3x14AWG-C19/4M,US,BLACK	\$0.00	\$0.00
5	1	SW930194	SOFTWARE, FEATURE, DTA, BPI	\$500.00	\$500.00
6	1	101025730	KIT, USB DONGLE, 9XX	\$0.00	\$0.00
7	1	101019127	ASSY, SENSOR, OPERATOR DETECTOR, ORION	\$0.00	\$0.00
8	2	23101581	ROLLER BED,W/POP OUT&BACK STOP,PLASTIC,0.5M,620XRW	\$675.00	\$1,350.00
9	1	Installation	Installation and Basic Operator instruction. Infrastructure must meet all technical and environmental specifications in order for installation to occur. If these requirements are not met pre or post installation, this may result in additional charges.	\$800.00	\$800.00
10	1	Freight	Freight Charges (Inside delivery, pallet jack & lift gate)	\$3,335.00	\$3,335.00
11	1	Warranty-2	Warranty - One (1) year parts and labor on entire system from date of shipment (13 months total).Does not cover any damages from misuse, abuse, tampering or acts of God.	\$0.00	\$0.00
12	1	918CX	Rapiscan 918CX, Multi voltage, 140KV	\$20,000.00	\$20,000.00
13	1	101038597	SW, FEATURE, 0.2M/S, 927/928DX, BPI	\$0.00	\$0.00
14	1	101013621	MONITOR, 144HZ, 1920X1080,24"	\$0.00	\$0.00
15	1	21102479	VOLTAGE KIT,110V,N5/15-SJT3x14AWG-C19/4M,US,BLACK	\$0.00	\$0.00





An OSI Systems Company

## QUOTATION

Item	Qty	Product	Description	Net Price	ExtNet
16	1	SW930194	SOFTWARE, FEATURE, DTA, BPI	\$500.00	\$500.00
17	2	101017475	KIT SHROUD ASSEMBLY 918CX	\$0.00	\$0.00
18	1	101025730	KIT, USB DONGLE, 9XX	\$0.00	\$0.00
19	1	101015426	CABLE ASSY, UMBILICAL 9xx CX, EXTERNAL, 4M	\$0.00	\$0.00
20	2	101032984	ROLLER BED,W/POP-UP&BACK STOP,PLASTIC,0.5M,918CX	\$675.00	\$1,350.00
21	1	101019127	ASSY, SENSOR, OPERATOR DETECTOR, ORION	\$0.00	\$0.00
22	1	Installation	Installation and Basic Operator instruction. Infrastructure must meet all technical and environmental specifications in order for installation to occur. If these requirements are not met pre or post installation, this may result in additional charges.	\$750.00	\$750.00
23	1	Freight	Freight Charges (Inside delivery, pallet jack & lift gate)	\$3,220.00	\$3,220.00
24	1	Warranty-2	Warranty - One (1) year parts and labor on entire system from date of shipment (13 months total).Does not cover any damages from misuse, abuse, tampering or acts of God.	\$0.00	\$0.00
25	1	101004241	1 Yr. (POS) - 918CX 8x5 Service Contract	\$3,800.00	\$3,800.00
26	1	101004241	1 Yr. (POS) - 920CX 8x5 Service Contract	\$3,800.00	\$3,800.00
Sub Total					\$62,655.00

Attachment: Xray Scanner Judicial Annex and State Courthouse (Xray Scanner)



# QUOTATION



<b>Proposal Total</b>	<b>\$ 62,655.00</b>
-----------------------	---------------------

**Terms of Delivery:** FOB - Destination

**Prepared By:** Tom Dunn

**Shipping Date:**

**Phone:** 636-273-9729

**Terms of Payment:** NET30 Payment 30 days after invoice date  
All payment terms are subject to financial approval

**Email:** tdunn@rapiscansystems.com

## Notes:

Import duties not included for international shipments.

This Quotation is subject to Rapiscan Sales Terms and Conditions G201 (the "Sales Terms"), available at [www.rapiscansystems.com/termsandconditions](http://www.rapiscansystems.com/termsandconditions). Notwithstanding the foregoing, if Buyer has a pre-existing framework agreement with Rapiscan under which it will place its order for the products and services identified in this Quotation (e.g., distribution agreement, resale agreement, master ordering agreement) or if Buyer is purchasing the products and services identified in this Quotation off of a U.S. Government Federal Supply Schedule, then this Quotation is subject to such pre-existing framework agreement or Supply Schedule (as applicable).

**Freight rates are based on details provided at time of quotation. Any changes may result in revised charges.**



**Bulloch County Board of Commissioners  
Agenda Item Summary**

**Department Making Request:**  
**Clerk of Board**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion grant an alcoholic beverage license for retail beer and wines sales to Remeschandra Patel, Neel 2022 LLC, located at 21196 US Highway 80 E Statesboro, Georgia 30461.**

**Summary / Background Attach Detailed Summary:**

Mr. Patel has met the County's requirements for the submission of an alcohol application. Please see the attached application for review. Approval is recommended.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p><b>Attach Detailed Analysis, If Needed:</b></p>				
<p align="center"><b>Agenda Item Review and Approval</b></p>				

Review:

Board of Commissioners

Pending

09/06/2022 5:00 PM

**APPLICATION**  
**FOR**  
**ALCOHOLIC BEVERAGE**  
**LICENSE**



**BULLOCH COUNTY**  
**GEORGIA**

Attachment: Neel 2022 LLC Alcohol Application (Neel 2022 LLC Alcohol Application)

*INSTRUCTIONS AND CONDITIONS FOR APPLYING FOR A LICENSE TO SELL ALCOHOLIC  
BEVERAGES  
Bulloch County*

**1. APPLICATION COMPLETION:**

Every question must be fully, correctly and legibly answered. Do not use initials; spell out all names. Incomplete applications will be returned to the applicant for proper completion. If the space provided on this application is not enough for a full and complete answer, use a separate sheet of paper and indicate that a separate sheet is attached. Separate applications must be completed by all partners and/ or shareholders

**2. REQUIRED FEES:**

The required application fee of \$300.00 must be paid when the initial application is submitted to the County Clerk. Upon approval of the application, all additional fees must be paid prior to the issuances of the license. These fees must be paid by CASH, MONEY ORDER, OR CHECK.

**3. LICENSE NON-TRANSFERABLE:**

Any change in the ownership, management or other status of the licensed operation which would change any answers on the original application **MUST BE REPORTED IN WRITING IMMEDIATELY TO THE COUNTY CLERK** upon the change. Failure to do so may result in the revocation of the license.

**4. DISTANCES:**

The applicant is responsible for determining the distance from the proposed licensed location for each of the following:

- A school and educational buildings, school grounds, and college campuses
- A church
- An alcoholic treatment center owned or operated by the State, the County or any municipality

**5. ZONING:**

Anyone applying for a **new** ALCOHOL LICENSE must meet all zoning requirements. It is the applicant's responsibility to contact the Bulloch County Planning and Zoning Department and verify that all zoning requirements are met. In no case will an alcohol license be granted for a location that does not meet zoning requirements for issuance of the type of alcohol license being sought. For more information, please contact: **Bulloch County Planning and Zoning Department 115 North Main Street, Statesboro, Georgia (912) 489-1356.**

**6. BUSINESS ENTITIES:**

All closely held corporations, partnerships, limited liability companies, limited liability partnerships, and any other business entity recognized by Georgia Law shall list the names of all officers, stockholders, members as applicable, and/or anyone having an ownership interest in the business entity.

**7. FINGERPRINTS AND CRIMINAL BACKGROUND HISTORY:**

Georgia Crime Information Center (GCIC) Council rules require that the consent form on page 7 and page 8 of the application be completed, signed, and notarized prior to any criminal history investigation by the Sheriff's Department and Probate Court. The Sheriff's Department will complete the criminal history background check and the Bulloch County Probate Court will complete the required fingerprints.

**8. Once completed, the application must be uploaded to the Georgia Department of Revenue's Centralized Alcohol and Licensing Portal using the following link: <https://gtc.dor.ga.gov/>. New applicants must register with the Georgia Tax Center to create an account. For additional information on how to register an alcohol license account with the Georgia Tax Center please visit our website at: <https://bullochcounty.net/licenses-permits-and-certificates/>.**



## 1. RESIDENCY:

Applicants are required to be a resident of Bulloch County; however, an applicant shall not be required to be a resident of Bulloch County if the named applicant designates a resident of Bulloch County who shall be responsible for any matter relating to the license (i.e. "designee"). Please provide documentation of residency such as a utility bill (landline phone bill, cable, gas, electric, etc.), rental agreement, and/or automobile insurance coverage along with a copy of your Georgia Driver's License.

## 2. STATE AND FEDERAL REGULATIONS:

A State Alcohol License is also required before alcohol can be sold. Please visit the Georgia Department of Revenue website at: <https://dor.georgia.gov/>. Failure of the licensee to obtain a state license before beginning operations shall be an automatic forfeiture and cancellation of the license issued by Bulloch County and no refund of the license fees shall be made to the licensee.

If a State Alcoholic Beverage License is revoked by the State of Georgia, then the license issued by Bulloch County, shall automatically be revoked and void effective as the date of the state revocation.

## 1. APPLICATION DOCUMENTS:

In order for your application(s) to be processed, please provide the following documents:

- Completed, signed, and notarized Consent Form
- Sworn Statement of applicant and/or designee
- Public Benefit Affidavit
- Private Employer Affidavit of Compliance or Exemption
- Current documentation concerning percentage of ownership in the business (share of stock, share certificate, etc.)
- An annual or amended annual registration with the Secretary of State for LLCs and Corporations, partnership agreements (applicable to partnerships), operating agreements (applicable to LLCs), and articles of incorporation (applicable to corporations)
- A current copy of a rental/lease agreement(s) or deed for the premise to be licensed
- Current copy of your Georgia Driver's license, passport (if applicable), green card or Certificate of Naturalization. **Note: green card residents are ineligible to apply for an alcoholic beverage license.** All applicants (licensees) must meet the qualifications set forth in Section 3-29 of the Bulloch County Alcohol Ordinance.
- You must also have a current Occupation Tax Certificate. If you are a new applicant, please submit an Occupation Tax Certificate Application to the Clerk's Office. The application can be found on our website: <https://bullochcounty.net/licenses-permits-and-certificates/>.

**BULLOCH COUNTY, GEORGIA**  
**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

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

DATE OF APPLICATION 8-16-22 NEW ☒ RENEWAL ☐

Type of Business to be operated:

<input checked="" type="checkbox"/> Retail beer and wine packaged only	\$1,750.00
<input type="checkbox"/> Retail beer and wine by the drink (pouring license)	\$1,750.00
<input type="checkbox"/> Retail liquor by the drink (pouring license)	\$3,000.00
<input type="checkbox"/> Pouring license (beer, wine, and liquor)	\$4,500.00
<input type="checkbox"/> Wholesale license	\$1,200.00
<input type="checkbox"/> Farm Winery	\$2,500.00
<input type="checkbox"/> Catering License (off premise)	\$ 500.00
<input type="checkbox"/> Application Fee ( <u>due upon returning application</u> )	\$ 300.00
<input type="checkbox"/> Event Permit	\$ 100.00
<input type="checkbox"/> License Transfers	\$ 300.00
<input type="checkbox"/> Temporary Permit (all forms)	\$ 300.00

Total license fee (include the application fee) \$ \_\_\_\_\_

**\*Late Penalty \***

- All renewal applications received after November 1 and before January 1 - 30% of license fee
- All renewal applications received after January 1 - 50% of license fee

Applicant's Full Legal Name: Rameshchandra Patel  
 Type of Business: (check one): ☐ individual ☒ Corporation ☐ Partnership ☐ LLC  
☐ LLP

Name and Address of Partnership, LLC, LLP or Corp: Neel 2022 Inc

21196 US 80 E, Statesboro, GA 30461

Location of Business: 21196 US 80 E, Statesboro, GA 30461

Business Mailing Address 21196 US 80 E

City: Statesboro State: GA Zip Code: 30461

Local Business Telephone Number: (229) 251-6575

Applicant's Home Address [REDACTED] Phone#: 229-251-6575

City: Statesboro State: GA Zip Code: 30458

Applicant's Age [REDACTED] Birthdate [REDACTED] Social Security # [REDACTED]

Are you a resident U.S. Citizen?

YES ☒ NO ☐ If no, you cannot apply for an alcoholic beverage license

Are you a resident of Bulloch County?

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

Designee's Name & Home Address \_\_\_\_\_

Designee's Home Phone \_\_\_\_\_ Designee's Age \_\_\_\_\_

Designee's Date of Birth \_\_\_\_\_ Designee's SS# \_\_\_\_\_

*\*A designee is used only for applicant(s) who do not reside in Bulloch County\**

Are you the owner of the business?

YES \_\_\_\_\_ NO ☒ If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

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

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

Full Legal Name: Sanjaykumar Patel Phone# 229-251-6575

Home Address: [REDACTED]

City: Statesboro State: GA Zip Code: 30458

DOB: [REDACTED] Social Security No: [REDACTED]

% Stock Owned: 100% Office Held: President

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_

% Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



DOB: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
 % Stock Owned: \_\_\_\_\_ Office Held: \_\_\_\_\_

Are you or the above listed business owner lessee of the property?

YES ☒ NO ☐

**\*Please provide a copy of the lease or deed to the property along with your application.  
 Failure to provide the requested information will delay processing of your application.**

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

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

Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation or other entity?

Yes \_\_\_\_\_ No ☒

*If yes, give the name of person(s) or firm and address and amount of percentage of profits or receipts to be split.*

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

Yes \_\_\_\_\_ No ☒

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

Has the applicant or designee been denied an alcoholic beverage license within the last 5 years by any governmental entity?

Yes \_\_\_\_\_ No ☒

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

Has the applicant or designee had an alcoholic beverage license suspended or revoked within the last 5 years by any governmental entity?

Yes \_\_\_\_\_ No ☒

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

\*\*\*\*\*OFFICIAL OFFICE USE\*\*\*\*\*

Approved \_\_\_\_\_ Rejected \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bulloch County Board of Commissioners

By: \_\_\_\_\_  
 Roy Thompson, Chairman

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



DRIVER'S LICENSE

DRIVER'S LICENSE



Governor: *B. Perdue*

4d DL NO. 057474705 3 DOB 06/01/1956

9 CLASS C 4b EXP 06/01/2028

2 RAMESHCHANDRA R

1 PATEL

Commissioner: *James L. Neal*



8 540 BELMONT AVE  
STATESBORO, GA 30458-0193  
BULLOCH

12 REST A

9a END NONE

4a ISS 03/10/2022

15 SEX M 16 EYES BLK

16 HGT 5'-09" 17 WGT 160 lb

06/01/1956

5 DO 484033897330020000

♥ ORGAN DONOR

8.15.a

Attachment: Neel 2022 LLC Alcohol Application (Neel 2022 LLC Alcohol Application)

**SWORN STATEMENT OF APPLICANT OR DESIGNEE**

I, Rameshchandra Patel, hereby provide this statement under oath in support of the application for an alcohol license pursuant to the provisions of the Bulloch County Alcohol Ordinance.

1. I am at least twenty-one (21) years of age, of good moral character, and a citizen of the United States.
2. I am a resident of Bulloch County, Georgia, or, if an applicant who is not a resident of Bulloch County, Georgia, I have designated a resident of Bulloch County, Georgia who shall be responsible for any matter relating to the license.
3. I have not been convicted of a felony or of any violations of the laws of the state of Georgia, or any other state, relating to the sale of alcoholic beverages within five (5) years of the date of this application.
4. I have not been denied or had revoked, within the five (5) years next preceding the date of this application, any license to sell alcoholic beverages issued by any governmental entity.
5. I have read the Bulloch County Alcohol Ordinance in its entirety and am familiar with and understand the same, including but not limited to the qualifications, regulations, sales to persons under the age of twenty-one (21), and 50% food requirement for licensees who serve alcohol for on-premises consumption. I understand that the holding of an alcohol license is a mere privilege subject to all the terms and conditions of said Ordinance.
6. By execution of this affidavit and in consideration of the issuance of any license issued as a result of this application, I agree to be bound by every provision of said Ordinance and understand and agree that a violation of any provision of said Ordinance or of any law or regulation of the state of Georgia pertaining to the sale of alcoholic beverages may subject me to suspension or revocation of this license or criminal charges, or both.
7. I swear and affirm that every entry upon my application is true and correct. I understand and acknowledge that false or misleading information contained in my application is grounds for denial of my application or revocation of my license.

X   
Signature of Applicant or Designee

Sworn to and subscribed before me this 17 day of August, 2022  
  
Notary Public



Revised 7/2020

**PRIVATE EMPLOYER EXEMPTION AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(d)**-By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs less than eleven (11) employees and is not required to register with and/or utilize 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. § 36-60-6.

X   
Signature of Exempt Private Employer

Rameshchandra Patel  
Printed Name of Exempt Private Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

X \_\_\_\_\_  
Signature of Authorized Officer or Agent

Rameshchandra Patel  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

17 DAY OF August

Olympia Gaines  
Notary Public

My Commission Expires:

3/4/23



## Packet Pg. 183



## Privacy Act Statement

*This privacy act statement is located on the back of the FD-258 fingerprint card.*

**Authority:** The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

## NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing.<sup>1</sup> These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulations (CFR), 50.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or retained.<sup>2</sup>
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.<sup>3</sup>

<sup>1</sup> Written notification includes electronic notification, but excludes oral notification.

<sup>2</sup> <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

<sup>3</sup> See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).



**Applicant Privacy Rights  
Notification Signature Form**

**Applicant Notification and Record Challenge:**

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the [FBI website](#).



Signature

Rameshchandra Patel

Print Name

8/17/22

Date



## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Engineering**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Motion to approve a contract with Maxwell-Reddick and Associates, Inc., in the amount of \$58,800 to perform surveying and engineering design services for the Josh Smith Road Paving Project, to be funded by TSPLOST.**

**Summary / Background Attach Detailed Summary:**

The County is currently in the process of acquiring right of way for the paving of Hightower Road, from Burkhalter Road to the existing pavement that connects to Golf Club Road. Josh Smith Road intersects with Hightower Road within the project limits. Property owners along Josh Smith Road have submitted a petition for paving the road to the County that includes over 70% of the property owners signatures. Only one property owner has not signed the petition.

Josh Smith Road is approximately 0.63 miles long and has approximately 15 residences. Paving Josh Smith Road along with Hightower Road will provide a paved road network for residents of both roads, and would provide connectivity between Harville Road, Golf Club Road, and Burkhalter Road. Also, if Josh Smith Road can be paved at the same time as Hightower Road, there would be a savings in construction costs. Josh Smith Road also frequently has maintenance issues that require action from the Public Works Department. This contract includes surveying the road as well as the development of preliminary plans, right of way plats, a hydrology report, and construction plans to be used for bidding the construction work.

Maxwell-Reddick and Associates has been working on the surveying and design of Hightower Road and has pertinent data related to Josh Smith Road, particularly the drainage. The County Engineer recommends approval of this proposal.

Agenda Category	Financial Impact Statement			
New Business	Budgeted Item?	YES	Amendment or Transfer Required?	NO

**Attach Detailed Analysis, If Needed:**

**Agenda Item Review and Approval**



## Review:

Jeff Akins      Completed      08/30/2022 8:37 AM

Kristie King   Pending

Tom Couch   Pending

Cindy Steinmann   Pending

Olympia Gaines   Pending

Board of Commissioners   Pending      09/06/2022 5:00 PM

Faye Bragg   Pending

Hermon Butler   Pending



## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Bulloch County Board of Commissioners** (Owner) and **Maxwell-Reddick and Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as a **Josh Smith Road Paving Project** (Project). Engineer's services under this Agreement (Services) are generally identified as **See Exhibit A**

---

Owner and Engineer further agree as follows:

### 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

### 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. **A Lump Sum amount of \$58,800**
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: Reproduction and Postage costs in accordance with Appendix 1, Engineer's Standard Hourly Rates
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

#### 5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the



subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and

expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any

substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 8.01 Successors, Assigns, and Beneficiaries

##### A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- ##### B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 9.01 Total Agreement

- ##### A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

*Attachments: Appendix 1, Engineer's Standard Hourly Rates*  
*Exhibit A, Engineer's Scope of Services*

Attachment: SF BCBC - Josh Smith Road rev [Revision 1] (Josh Smith Road Paving Design)



This Agreement's Effective Date is **7/22/2022**

Owner:

Bulloch County Board of Commissioners

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Thomas Couch

(typed or printed)

Title: County Manager

(typed or printed)

Address for giving notices:

115 North Main Street

Statesboro, GA 30458

Phone: 912-764-6245

Email: tmcouch@bullochcounty.net

Engineer:

Maxwell-Reddick and Associates, Inc.

(name of organization)

By:

(authorized individual's signature)

Date: 7/22/2022

(date signed)

Name: David Hendrix

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

40 Joe Kennedy Blvd

Statesboro, GA 30458

Phone: 912-489-7112

Email: dhendrix@maxred.com

Attachment: SF BCBC - Josh Smith Road rev [Revision 1] (Josh Smith Road Paving Design)

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **7/22/2022**

## Engineer's Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
  2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
- B. Schedule of Hourly Rates:

Billing Class	Rate
Professional Civil Engineer	\$ 180/hour
Civil Engineer	\$ 125/hour
Civil Designer	\$ 110/hour
Civil Technician	\$ 100/hour
Registered Land Surveyor	\$ 120/hour
3 Main Survey Crew	\$ 175/hour
2 Man Survey Crew	\$ 150/hour
Permitting Specialist	\$ 120/hour

### SCHEDULE OF REIMBURSABLE EXPENSES

REPRODUCTION COSTS:	
Plan Sheets	\$5.00 per sheet
Specifications	\$0.25 per sheet
Other	Actual cost + 10%
<b>OVERNIGHT PACKAGES</b>	Cost + 10%
<b>TRAVEL</b>	\$ 120/hour
Auto Mileage	\$0.58 per mile
<b>AIRFARE</b>	\$ 150/hour
Actual Cost	Economy Class-Domestic Business Class-Foreign
<b>REIMBURSABLE EXPENSES</b>	Cost + 10%
<b>ROOM AND BOARD</b>	At actual cost



## EXHIBIT A

July 22, 2022

Brad Deal, P.E.  
County Engineer  
Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, GA 30458

Re: Professional Services Fee Proposal for Surveying and Engineering Services for the Josh Smith Road Paving Project

Dear Mr. Deal:

Maxwell-Reddick & Associates is pleased to submit the following Fee Proposal to provide land surveying and civil engineering services for the referenced project. The estimated fees are based on the following scope of services:

**Task 1.0 Surveying.** Maxwell-Reddick and Associates, Inc. will perform a topographic survey of the approximately 3,350 linear foot road. The topographic survey will conform to the State of Georgia statutes. Elevation contours will be shown on 1 ft. intervals. Existing improvements will be located (buildings, drives, utilities, etc.). A utility locate request will be called into Georgia 811. Once the underground utilities have been marked, Maxwell-Reddick will locate any marked utilities. Control points will be provided.

**Proposed Fee: \$12,050**

**Task 1.1 Right-of-Way Plats** Maxwell-Reddick and Associates, Inc. will prepare right-of-way plats along the road. Multiple parcels will be shown on each sheet of the plat (estimate four sheets total). If individual plats are required for each parcel, this will be done on a time and materials basis. This does not include setting pins on new right-of-way points.

**Proposed Fee: \$3,500**

**Task 2.0 Preliminary Roadway Plans.** Maxwell-Reddick and Associates, Inc. will prepare preliminary design plans for the County's use in negotiating right-of-way acquisitions and utility relocations. The preliminary plans will include the following:

- Cover sheet
- Existing conditions plan
- Proposed horizontal and vertical alignment plans of Josh Smith Road
- Proposed horizontal and vertical alignment plans of the driveways feeding Josh Smith Road.
- Property acquisition plan illustrating of the anticipated required rights-of-way, temporary construction easements, and drainage easements

**Proposed Fee: \$11,250**

**Task 2.1 Final Construction Plans.** Maxwell-Reddick and Associates, Inc. will produce the final construction plans following the County's successful right-of-way acquisition. The final construction plans will include the following:

- Cover sheet
- Existing conditions and demolition plan
- Horizontal and vertical alignment of Josh Smith Road and its driveways (revised as necessary following the property acquisition process)
- Storm drainage plans
- Erosion control plans
- Striping and signage plans
- Cross sections (on 100' intervals)
- Construction details
- Bid Schedule
- Engineer's Cost Estimate

**Proposed Fee: \$20,500**

**Task 3.0 Hydrology Report.** Maxwell-Reddick and Associates, Inc. will prepare a brief report that summarizes the drainage conditions of the project and design regarding the sizing of cross drain pipes and other key drainage components of the project.

**Proposed Fee: \$5,000**

**Task 4.0 Construction Administration & Inspections.** Maxwell-Reddick and Associates, Inc. will respond to requests for clarification during bidding and construction. Maxwell-Reddick will also perform up to ten (10) site inspections during construction and assist County staff in developing a contractor's punch list prior to completion of the project. Bulloch County will be responsible for construction oversight, inspections, and contractors' payments.

**Proposed Fee: \$6,500****Total Fee for Tasks 1.0 to 4.0: \$58,800**

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

**Proposed Fee: Hourly (Rate Schedule attached)**





## Bulloch County Board of Commissioners Agenda Item Summary

**Department Making Request:**  
**Engineering**

**Meeting Date:** September 6, 2022

**Requested Motion or Item Title:**

**Discussion and/or Action:** Motion to approve a change order with EMC Engineering in the amount of \$5,500 to relocate a drainage easement on the Hood Road Paving Project.

**Summary / Background Attach Detailed Summary:**

During the design of the Hood Road Paving Project, three separate drainage easements were acquired by the County to provide the needed drainage improvements for the paving of the road. After signing the drainage easement, one of the property owners has since passed away. His widow has asked the County to relocate the drainage easement so that she can build a home in the area where the current drainage easement is located. EMC Engineering, the consultant design engineer for the project, has provided a quote of \$5,500 for redesigning the drainage easement and providing a new plat.

If this change order is approved and the drainage easement is relocated, there will also be additional construction costs with Mill Creek Construction, the contractor for the project. 96 feet of drainage pipe will need to be relocated, and some re-grading of ditches will be required. Mill Creek would be able to provide a quote for this work when the engineering work is completed. It is estimated that the construction work would cost approximately \$10,000, creating a total cost of approximately \$15,500 for relocating this drainage easement.

Agenda Category	Financial Impact Statement			
New Business	Budgeted Item?	NO	Amendment or Transfer Required?	NO

**Attach Detailed Analysis, If Needed:**

### Agenda Item Review and Approval

Review:

Kristie King    Pending

Jeff Akins      Pending

Tom Couch Pending

Cindy Steinmann Pending

Olympia Gaines Pending

Board of Commissioners Pending

09/06/2022 5:00 PM

**From:** [Jeremy R. Hart](#)  
**To:** [Brad Deal](#)  
**Cc:** [Cody P. Rogers](#)  
**Subject:** RE: Hood Road  
**Date:** Friday, August 26, 2022 3:32:41 PM  
**Attachments:** [image001.png](#)  
[Hulsey Drainage Easement.pdf](#)

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Brad,

Good afternoon; hope you are doing well. Feel free to email Cody or me. I'll respond on this one since I am more familiar with the design and history of the project. The existing pipe crossing is located on the existing low-point along the roadway, which corresponds to the natural low point and westwardly drainage flow from the roadway through the Hulsey property.

Here are my thoughts on relocating the cross pipes and low point approximately 100-ft north of its current location:

- The right-side drainage ditch longitudinal slope is currently at 0.5% flowing north to the crossing. The slope as-is is close to the recommended minimum. Moving the crossing will reduce this slope even further, which may cause conveyance issues and standing water within the ditch.
- The desired placement of the crossing as shown on the markup is very close to the right driveway at Station 75+25. Unless that driveway is moved, we would need to install a large junction box to connect that driveway culvert, the cross pipes, and also add a pipe and flare to capture water coming from the northernly flowing right ditch. This will be pretty expensive.
- Depending on exactly where Mrs. Hulsey is wishing to build the home, there may need to be a larger off-site effort to redirect stormwater. The low point on Mrs. Hulsey's property (and natural conveyance channel of water from the road) is located at Station 74+00. If the crossing is moved to Station 75+10, conveyed off the ROW, under the dirt drive and then released, stormwater will still flow south toward the Station 74+00 plane, as that is the natural low point on the property. If Mrs. Hulsey is wishing to construct the home at Station 74+00 and west of the existing dirt drive, there would need to be an effort to ensure stormwater is directed around the home. This would potentially require a drainage easement around the side of the home, and I do not see that as an ideal situation for the County nor Mrs. Hulsey.

Ultimately, I do not recommend constructing a home within a natural low point / drainage conveyance area. However, it is feasible if the low point and conveyance area is moved to not interfere with the home.

If the County wishes to move forward with these changes, below is my rough estimate of the services recommended by EMC:

- Additional Topographic Survey: \$2,000
  - Topographic survey outside the western right-of-way near Station 75+10 as necessary to accommodate off-site stormwater conveyance (275-ft outside of right-of-way x 150-ft long)

- Permanent Drainage Easement Plat: \$1,000
  - Preparation of Drainage Easement Plat and Recording.
- Offsite Drainage Engineering: \$2,500
  - Revision of the existing plans to shift the crossing from Station 74+00 to Station 75+10. Revisions will potentially include changes to stormwater conveyance/piping, ditch slopes and location, driveway shifts, and road elevation adjustments. Coordination with County and Contractor for implementation.

Please let me know if you have any questions. Thanks,

**Jeremy R. Hart, PE**

Greenville Branch Manager

**EMC Engineering Services, Inc.**

ENVIRONMENTAL • MARINE • CIVIL • SURVEY

120 North Laurens St., Suite 200

Greenville, SC 29601

(864) 252-3974 Direct

(706) 593-4348 Cell

---

**From:** Cody P. Rogers <Cody\_Rogers@emc-eng.com>

**Sent:** Thursday, August 25, 2022 4:25 PM

**To:** Jeremy R. Hart <Jeremy\_Hart@emc-eng.com>

**Subject:** FW: Hood Road

**Cody Rogers, P.E.**

Statesboro Branch Manager

**EMC Engineering Services, Inc.**

ENVIRONMENTAL - MARINE - CIVIL - SURVEY

1211 Merchant Way, Suite 201

Statesboro, Georgia 30458

CELL (404) 276-5091

DIRECT (912) 644-3219

PH (912) 764-7022

FX (912) 233-4580

[cody\\_rogers@emc-eng.com](mailto:cody_rogers@emc-eng.com)

[www.emc-eng.com](http://www.emc-eng.com)





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**From:** Brad Deal <[bdeal@bullochcounty.net](mailto:bdeal@bullochcounty.net)>  
**Sent:** Friday, August 19, 2022 5:37 PM  
**To:** Cody P. Rogers <[Cody\\_Rogers@emc-eng.com](mailto:Cody_Rogers@emc-eng.com)>  
**Subject:** Hood Road

Cody,

I am not sure if you or Jeremy would handle this, but I have a question regarding our Hood Road project. If you look at the attached sheet from the plans, you will see at station 74+00 we have two runs of 30"x19" elliptical pipe which drains into a drainage easement that we obtained from Gary Hulsey. After signing the drainage easement, Mr. Hulsey has since passed away. His widow has now approached our County Commission because she wants to build a house in the area where our drainage easement is located. She has requested that we relocate the drainage easement to the area I have drawn in red, which is about 100 feet or so to the north.

I am not sure if this is something that we are going to do, since the easement has already been signed. However, the Commissioners asked me to explore the possibility. My thought would be that it may be possible to re-grade the ditches so that they drain to the new location, although the original location is a natural low-point. So, my first question is, do you all think it is possible/feasible to make this change. One of the driveway culverts would obviously have to be re-configured as well. My second question is, if it is feasible, could you give me a rough estimate for making this design change as well as platting and recording a new drainage easement? At this point I am not sure if we would do it and who would pay for it, but a rough cost estimate may help the decision-making. I have also been talking to Matthew Woodrum about rough estimates for relocating the pipe, if it got to that point.

Thanks

**Brad Deal, PE**  
**County Engineer**  
**Bulloch County**  
**912-764-0127**

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Attachment: RE\_ Hood Road (Change Order Hood Road Drainage Easement)