



**BULLOCH COUNTY
BOARD OF COMMISSIONERS**

AGENDA • OCTOBER 4, 2022

Regular Meeting

North Main Annex Community Room

5:30 PM

115 North Main St, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: Commissioner Gibson

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Clerk of the Board

IV. APPROVAL OF ZONING AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Franklin Signature Homes has submitted an application to rezone 34.2 acres from AG-5 (Agricultural 5 acres) to R-80 (Residential 80,000 sq. ft.) to divide the property into 10 residential lots. The property is located at 4405 Clifton Road.
2. NAK Properties has submitted an application to rezone 12.45 acres from AG-5 (Agricultural 5 acres) to MHP (Manufactured Home Park) to allow for a manufactured home park. The property is located on Foster Williams Road.

V. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

VI. PUBLIC HEARING

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Public Hearing and Resolution to Abandon a Portion of County Road No. 617 a/k/a Old Manassas Foy Road.
2. Public Hearing and Resolution to abandon a portion of County Road No. 556 a/k/a Garretts Lake Road

VII. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

VIII. PRESENTATION

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. 2022 Red Ribbon Week Proclamation

IX. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

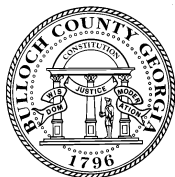
1. Minutes Approval: Tuesday September 20th, 2022 08:30 AM
2. 2483: Motion to adopt a resolution for the acceptance of roads for Plantation Trail, Brentwood Circle, and Yorkshire Court in Irongate Subdivision.
3. 2486: Motion to approve purchase of a Kubota SSV75 rubber tire Skid Steer from Shea Tractor and Equipment in the amount of \$46,600.00.
4. 2487: Motion to approve a Lean-To Addition for Parks Division Building in the amount of \$38,890.00 from Hawk Construction.
5. 2488: Motion to approve the sole source purchase of Academic Enrichment & Imagination Kits from Mindworks Resources in the amount of \$66,082.00.
6. 2489: Motion to approve the purchase of piston intakes to be used with TurboDrafts from Fireline Inc., in the amount of \$19,149.00.
7. 2490: Motion to purchase I-Vu hvac controls from ACS Controls for \$25,683.13 with a budget of \$35,000.
8. 2491 :Motion to enter into contract with Lavender & Associates for a guaranteed maximum price for North Main Annex renovations.
9. 2494 : Motion to engage GMC to design Runway 6/24 Rehabilitation Project.
10. 2495 : Motion to approve an agreement with Statesboro-Bulloch Chamber of Commerce.
11. 2496: Motion to approve an agreement with Statesboro Convention and Visitors Bureau.
12. 2497: Motion to approve an agreement with the Statesboro Arts Council.

X. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al.

XI. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Zoning

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Franklin Signature Homes has submitted an application to rezone 34.2 acres from AG-5 (Agricultural 5 acres) to R-80 (Residential 80,000 sq. ft.) to divide the property into 10 residential lots. The property is located at 4405 Clifton 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

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners

Pending

10/04/2022 5:30 PM



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	October 4, 2022 (BOC)
Application #:	RZNE-2022-00048	Application Type:	Rezoning
Request:	Franklin Signature Homes has submitted an application to rezone 34.2 acres from AG-5 to R-80 (residential 80,000 sq. ft.) to divide the property into 10 residential lots. The property is located at 4405 Clifton Road.		
Final Staff Recommendation:	The staff recommends approval of the request based the Comprehensive Plan's Future Development Map current designation of the property as suburban neighborhood. Conditions are suggested.		
Planning and Zoning Recommendation:	Recommends approval with conditions by a 5-1 vote.		

Applicant:	Franklin Signature Homes	Acres in Request:	34.2
Location:	4405 Clifton Rd.	Existing Lots:	1
Map #:	110 000003 000	Requested Lots:	10
Development Name:		Current Zoning:	AG-5
Future Land Use:	Suburban Neighborhood	Requested Zoning:	R-80
Directions to Property:	From Statesboro take Highway 67 S. past Josh Deal Rd. Make a right on Emit Grove, property will be on your right at Clifton Rd. intersection.		

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: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezoning)



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 Suburban Neighborhood.

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.

Positive Impact: The level of density proposed with this development is appropriate 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: 33.8 acres ¹	Net Density: 29.4 acres ²	Estimated Lot Yield: Gross Density	Lot Max.	Estimated Lot Yield: Max. Density	Lot Net	Net Lot Yield With 10% Density Bonus
AG-5	0.2 units per acre		6		5		5
R-80	0.5325 units per acre		18		16		17
R-40	1.065 units per acre		36		32		35
R-25	1.715 units per acre		58		51		56

¹ Gross density calculates total acreage less the estimated land needed for public dedication.

² 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 14 single-family housing units (2.4 persons per unit) valued at \$250,000 per parcel, it is estimated that after a 7-year build out public expenditures will exceed revenues by \$104,257 (\$242,864 in total expenditures v. \$138,607 in total revenues).

Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezoning)



Bulloch County Departmental Review

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 9 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: Privately-owned, individual water wells are proposed. Approval is required by the County Health Department.

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

Neutral Impact: Pelham soil type (PIA) is present on the parcel and pose limitations for septic tanks and filters.

Solid Waste Impact

Nearest Existing Solid Waste and Recycling Centers: Denmark Recycling Center

Waste Generation Estimate: 13.3 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 4.5 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 1-2%.

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 Tifton (TqA) however Pelham soil type is located on the property 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 131.6 trip ends per day.

Proposed Road Construction in Development: Parcel access by individual driveways along Emit Grove Road and Clifton Road, county maintained dirt roads, 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: Emit Grove Road and Clifton Road are Rural Local Roads. Both roads are county maintained dirt roads.

Bulloch Transportation Plan Classification for Access Road: Emit Grove Road is a Minor Collector. Clifton Road is a local, non-classified road. Both roads are county maintain dirt roads.

Condition of Access Road: Both access roads are county maintained dirt roads. The proposed development may increase the traffic counts on Emit Grove Road by 131 daily trips.

Intersection Analysis: No traffic study has been performed.

Drainage: The development is located in the Black Creek 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 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

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
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Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

Fire (Leefield Fire Department)	Statesboro 4.7 miles 5 min. response time	ISO Rating 2	City of Statesboro would need to be called for automatic aid or in event of a hazardous materials spill.
EMS-Rescue (County)	7.7 miles, 10 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: Nevils Park (6.7 miles); Brooklet Park (6.5 miles).

NRPA Level of Service – Acreage (9.2 acres per 1,000): Creates 0.3-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 5.9 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	
Total	1	6	4
Local Impact Findings	The rezoning of the 34.2 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 suitable for the proposed rezone.



Bulloch County Departmental Review

The staff recommends approval of the request based the Comprehensive Plan’s Future Development Map current designation of the property as suburban neighborhood. ***If approval is granted, the following conditions are recommended.***

<p>Use</p>	<p>1. The principal uses approved for this property will be a R-80 single-family district as depicted in the sketch plan for this application.</p>
<p>Architectural and aesthetic requirements.</p>	<p>2. 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>3. 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 or vinyl siding. Metal roofing will be prohibited.</p> <p>4. 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.</p> <p>5. Before a Certificate of Occupancy is issued for any principal structure, each affected parcel shall have a permanent stand of grass, sprigs or sod, or seed 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>6. 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>7. All residential driveways shall be paved.</p>
<p>Landscape, buffering and signage requirements.</p>	<p>8. Any on-site community water supply wells will have an opaque fence or landscaped buffer equal to the height of the structure.</p> <p>9. All landscaping will be installed prior to any certificate of occupancy being issued.</p> <p>10. A vegetative buffer of sufficient opacity to provide a visual blind designed to be compatible with the character of adjoining properties, shall be provided on the western boundary of property. To form the required screening, the minimum sufficient opacity shall be deemed to require no less than three feet of plantings and/or hedge in the area immediately adjacent to the property, measured along the ground surface from the property line to the inside border of such plantings and/or hedge plantings. Hedges of comparable natural plantings shall be of such variety that an average height of at least six feet could be expected by normal growth within no later than two years from the time of</p>

Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

	<p>planting. Existing vegetation may serve as a buffer if meeting the opacity requirement and determined in compliance by the zoning administrator.</p>
<p>Access, parking and internal circulation requirements.</p>	<p>11. 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.</p>
<p>Dedications and public improvement requirements.</p>	<p>12. 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. 13. 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.</p>
<p>Public Dedication and Studies Required</p>	<p>14. Supplemental Surety: The following maintenance for improvements surety shall be required.</p> <ul style="list-style-type: none"> a. 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. b. 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. c. 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. d. 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. e. 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. f. 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. g. The building and zoning official may require the maintenance bond or letter of credit to be extended to ensure the completion of repairs

Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

	started but not completed by the sub-divider for a period not to exceed one hundred eighty (180) days.
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Participants

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

Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

Existing Zoning Map
Current Parcel Zone: AG5
Surrounding Parcel Zoning: HC with Conditions, R-80

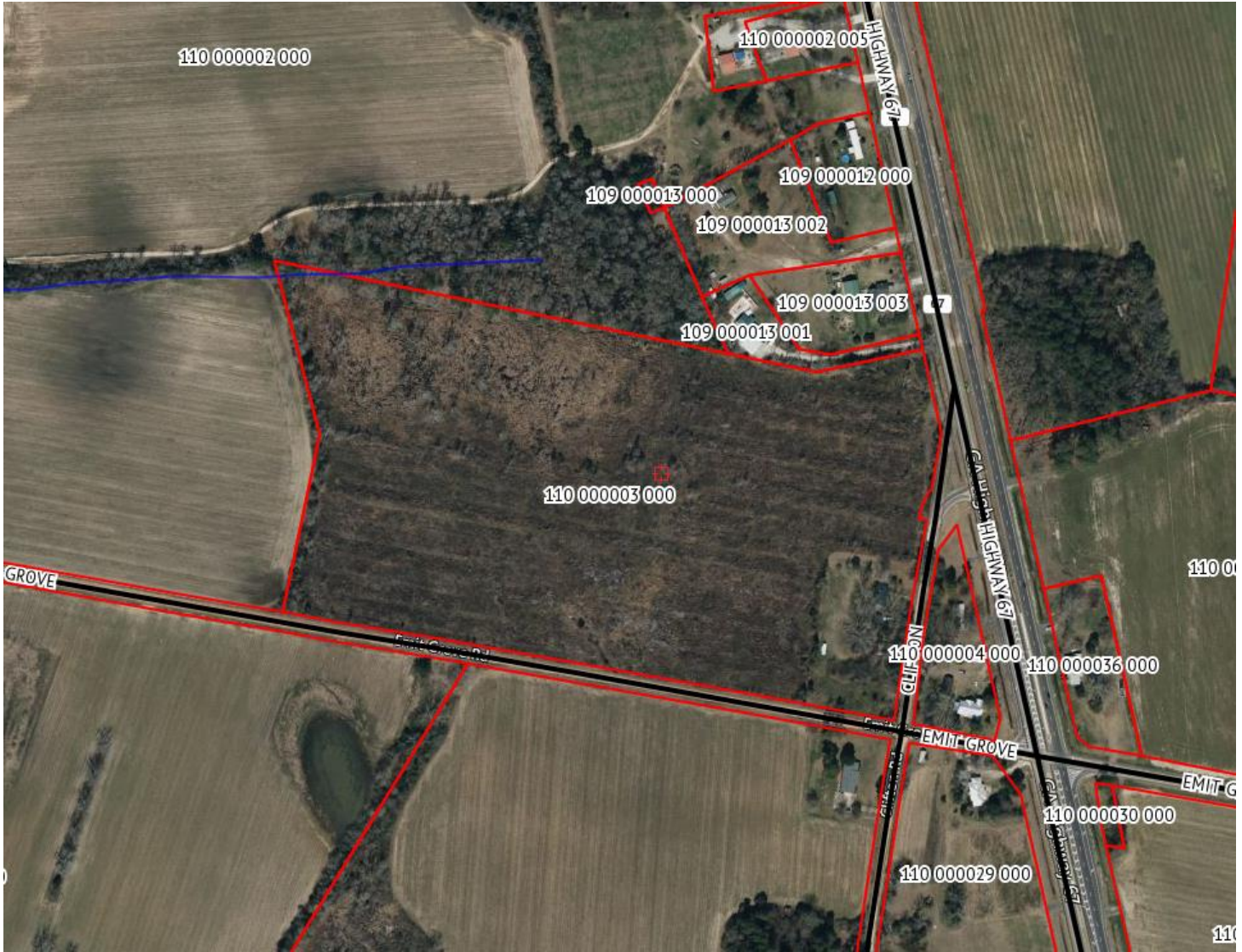


Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

Aerial Photo



Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

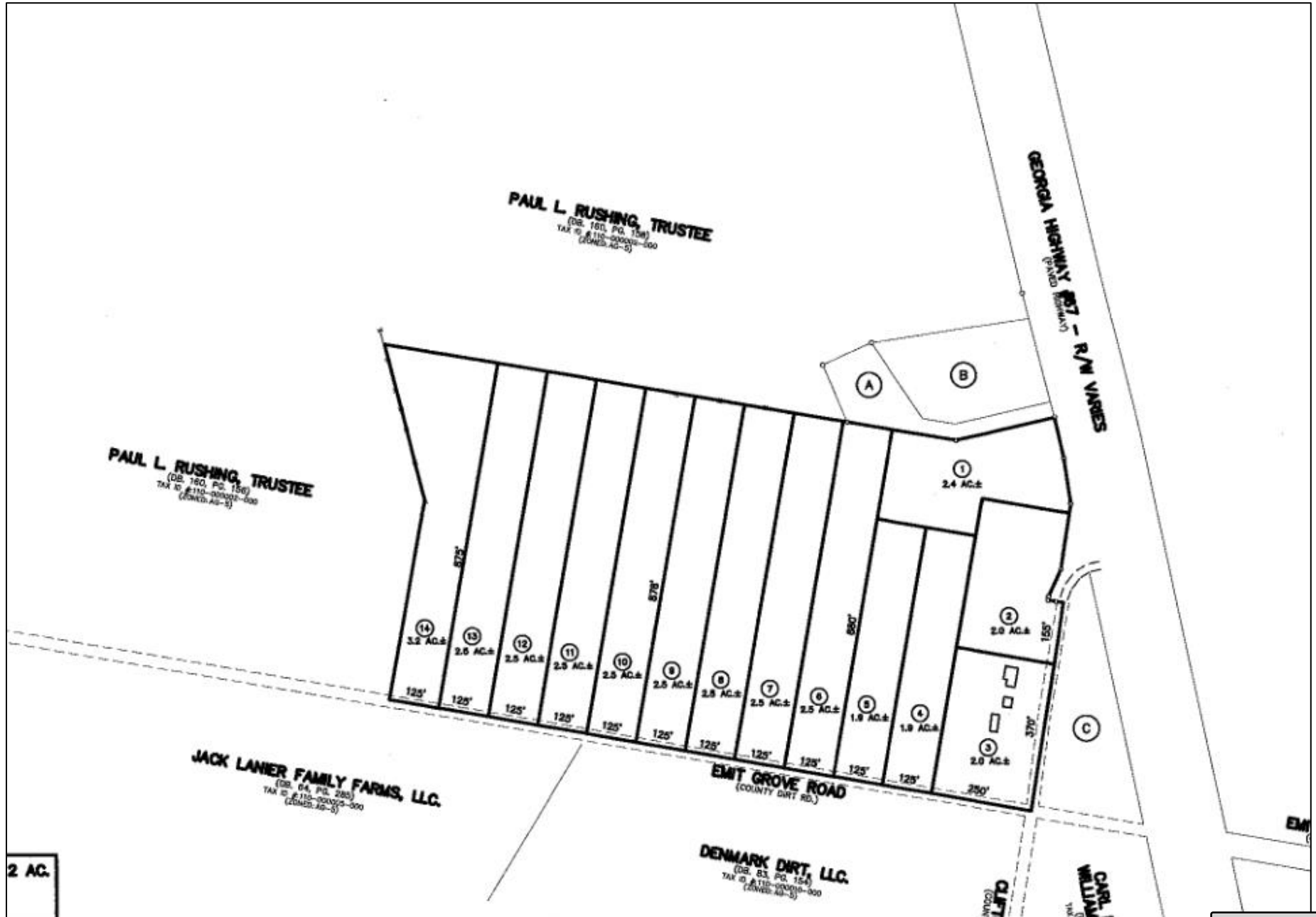
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Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

Proposed Development Plan



Attachment: 1. Franklin Signature Homes LLC. RZNE-2022-00048 (Franklin Signature Homes Rezone)



Bulloch County Departmental Review

Smart Bulloch 2040 Comprehensive Plan Character Area

SUBURBAN NEIGHBORHOOD (S-N)		
POLICIES	DESIGN PRINCIPLES	
<p style="text-align: center;"><u>Intent</u></p> <ul style="list-style-type: none"> Enhance existing suburban neighborhoods and create new suburban neighborhoods with a sense of place and community. 	<p style="text-align: center;"><u>Site Design</u></p> <ul style="list-style-type: none"> Shallow-to-moderate building setbacks with green space. Moderate building footprints related to lot size. Master planned projects that consider quality architectural building design with attractive facades, controlled aesthetics, amenities and context sensitive infrastructure. 	
<p style="text-align: center;"><u>General Characteristics</u></p> <ul style="list-style-type: none"> Clustered buildings located close to the street with parking beside or behind the building. 	<p style="text-align: center;"><u>Density/Intensity</u></p> <ul style="list-style-type: none"> Scaled civic uses. 2-4 dwelling units per acre. 	
<p style="text-align: center;"><u>Application</u></p> <ul style="list-style-type: none"> Compact and walkable residential development and neighborhood commercial development. Housing diversity and connectivity with nodal concentrations near key crossroads. Connect to public water and sewer if available. 	<p style="text-align: center;"><u>Green Space</u></p> <ul style="list-style-type: none"> Informal landscaping for passive use areas. Formal landscaping and appropriate buffers within built areas. Maintain connections between natural features. Neighborhood and community park facilities. 	
<p style="text-align: center;"><u>Primary Land Uses</u></p> <ul style="list-style-type: none"> Civic uses such as places of worship, cemeteries and burial grounds, health facilities, school's passive recreation (including greenways and trails), public parks and community centers. Single family and multi-family residential uses. Neighborhood-scale commercial and office uses. Neighborhood-scale mixed use development. 	<p style="text-align: center;"><u>Transportation</u></p> <ul style="list-style-type: none"> Pedestrian facilities (sidewalks/multi-use trails) connected to civic and commercial uses. Moderate vehicular connectivity with managed access, adequate distance between intersections and efficient and safe circulation patterns. Paved roadways and parking, curb and gutter, sidewalks, streetscaping and streetlights. 	
<p style="text-align: center;"><u>Zoning Classifications</u></p> <ul style="list-style-type: none"> R-2, R-3, R-25, GC, NC, PUD 	<p style="text-align: center;"><u>Infrastructure</u></p> <ul style="list-style-type: none"> Municipal water (or sewer) proximity. On-site water (private wells or small systems) and sewer (septic or package systems). Abundant private utilities. Low impact development. 	
Visual Character Description		
<u>Development Pattern</u>	<u>Transportation</u>	<u>Green Space</u>
IMPLEMENTATION STRATEGIES		
<ul style="list-style-type: none"> Incorporate and incent design principles into development ordinances, or by zoning conditions. Encourage the use of planned unit developments (PUD's). Develop and promote incentives for amenities, aesthetics, and infill. Implement the Countywide Greenways Master Plan and define priorities for development. 		

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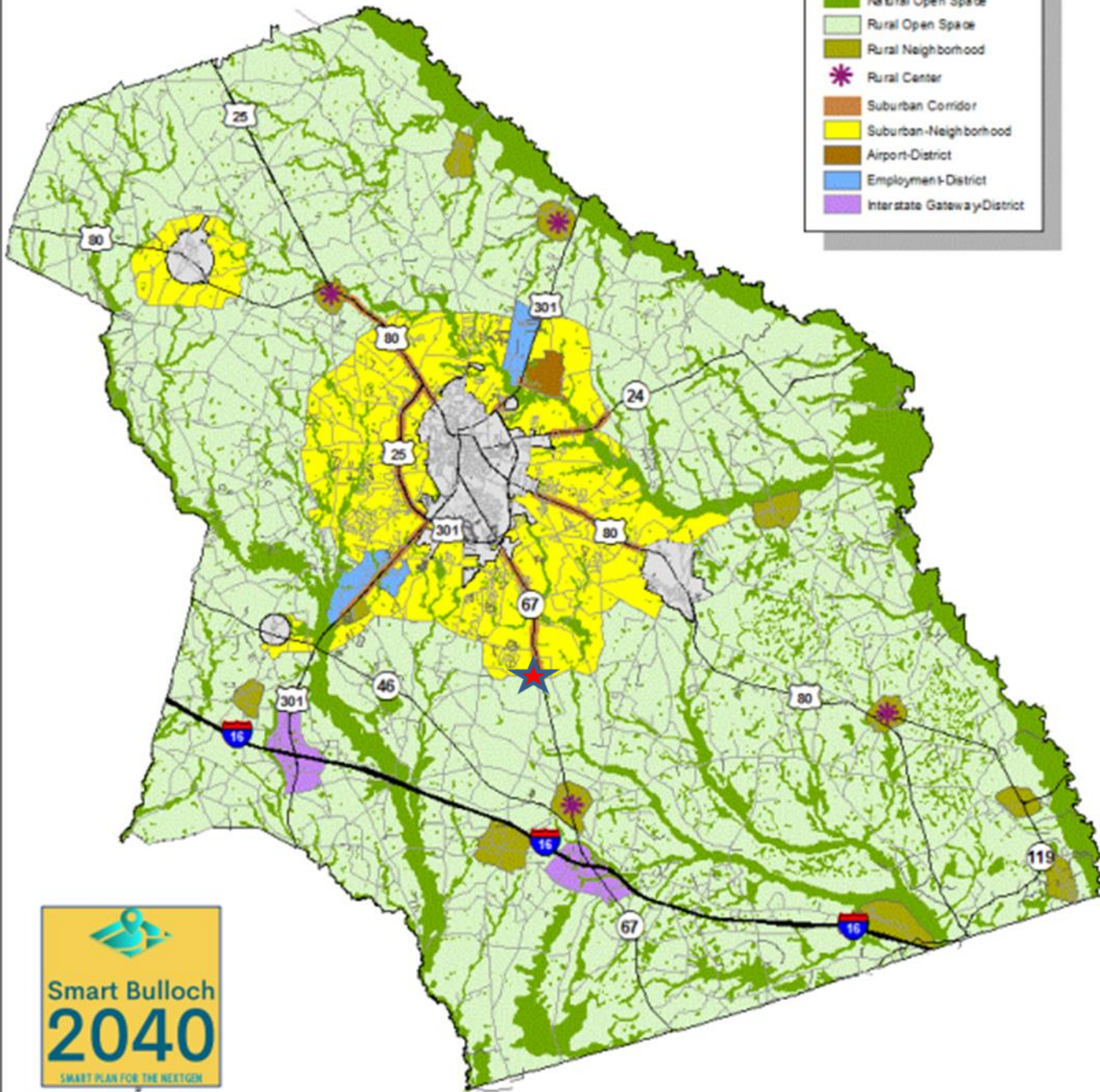


Bulloch County Departmental Review

Future Development Map: Bulloch County

Legend

- Natural Open Space
- Rural Open Space
- Rural Neighborhood
- Rural Center
- Suburban Corridor
- Suburban-Neighborhood
- Airport-District
- Employment-District
- Interstate Gateway-District



0 1.25 2.5 5 Miles

Bulloch County Comprehensive Plan

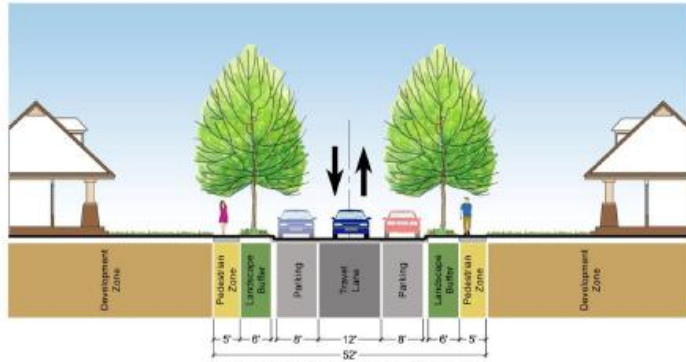
Joint Comprehensive Plan for the Cities of Brooklet, Portal, and Register



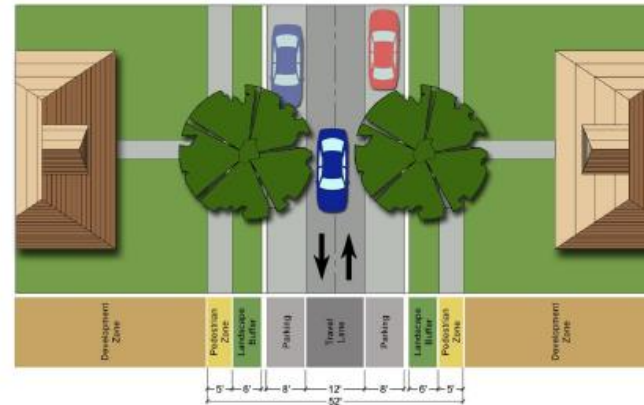
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Bulloch County Departmental Review



NEIGHBORHOOD STREET
TYPICAL SECTION
(YIELD STREET)



NEIGHBORHOOD STREET
TYPICAL PLAN VIEW
(YIELD STREET)

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		

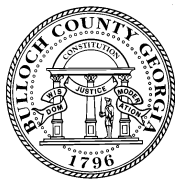
Candidate roads: Various – residential development

Conceptual Street Hierarchy – Neighborhood Streets

Bulloch County / City of Statesboro 2035 Long Range Transportation Plan

Figure 6.5





**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Zoning

Meeting Date: October 4, 2022

Requested Motion or Item Title:

NAK Properties has submitted an application to rezone 12.45 acres from AG-5 (Agricultural 5 acres) to MHP (Manufactured Home Park) to allow for a manufactured home park. The property is located on Foster Williams 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

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners

Pending

10/04/2022 5:30 PM



Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	October 4, 2022 (BOC)
Application #:	RZNE-2022-00049	Application Type:	Rezoning
Request:	NAK properties has submitted an application to rezone 12.45 acres from AG-5 (Agricultural 5 acres) to MHP (Manufactured Home Park) to allow for the development of a manufactured home park. The property is located 1,500 ft. north of GA Highway 46 on Foster Williams Rd.		
Final Staff Recommendation:	The subject property appears to be suitable for the proposed rezone. If approval is granted, conditions are recommended.		
Planning and Zoning Recommendation:	Recommends approval with conditions by a 5-1 vote.		

Applicant:	NAK properties	Acres in Request:	12.45
Location:	Foster Williams Rd.	Existing Lots:	1
Map #:	048 000005 007	Requested Lots:	36
Development Name:		Current Zoning:	AG-5
Future Land Use:	Suburban Neighborhood	Requested Zoning:	MHP
Directions to Property:	From Statesboro, take US Highway 301 S to GA Highway 46. At the traffic light turn right onto Highway 46., travel approx. .25 miles and on your right turn onto Foster Williams Rd. Drive 1,500 ft the property will be on your left.		

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. NAK properties RZNE-2022-00049 (NAK Properties Rezoning)



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	

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 character area.

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 consistent 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.

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

Fiscal/Economic Impact

Fiscal Analysis: No impact analysis was performed.

Neutral Impact: Cost of public service expenditures is likely to be greater than revenues.

School Impact

Student Enrollment Created by New Development: School impact is anticipated. A minimum of 24 new students in the Statesboro High School Feeder district.

Negative Impact: The Statesboro 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 types (Dothan DaA, Leefield LsA) pose slight to moderate limitations for septic tanks and filters.

Solid Waste Impact

Nearest Existing Solid Waste and Recycling Centers: Register Recycling Center

Waste Generation Estimate: 39.28 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 0.2 acres of wetland areas and/or flood zone areas.

Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)



Bulloch County Departmental Review

Stormwater: The impervious surface ratio based on the proposed number of lots and use is expected to be 7-9%.

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 Dothan (DaA) and Leefield (LsA). Leefield and poses slight limitations for septic tanks and filters.

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 210 trip ends per day.

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

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: Foster Williams Road is a county maintained dirt road. GA Hwy 46 is a rural major collector.

Bulloch Transportation Plan Classification for Access Road: Foster Williams Road is a local dirt road. GA Hwy 46 is an arterial route.

Condition of Access Road: Foster Williams Road is a county maintained dirt road in adequate condition. GA Hwy 46 is a paved state route.

Intersection Analysis: No traffic study has been performed.

Drainage: The development is located in the Lotts Creek 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.

Neutral Impact: The rezone request, would have a negative impact to the county road infrastructure if primary access is provided along Foster Williams Road. The development as proposed provides a paved access road through an adjacent property owned by the applicant. A hydrology study and stormwater management plan 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.



Bulloch County Departmental Review

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Law Enforcement (Sheriff)	10.8 miles, 12 minutes depending on patrolling patterns	.056 or no full-time equivalent additional officers would be required	Shift of 3 covers 684 square miles
Georgia State Patrol	3.9 miles, 4 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

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Register Fire Department)	Register 1.5 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)	8.6 miles, 9 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.

Recreation-Open Space Impact

Nearest Facilities: Memorial Park (7.8 miles)

NRPA Level of Service – Acreage (9.2 acres per 1,000): Creates .85-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 8.5 miles. LOS deficiency is 11.1 miles.

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

Summary of Findings – Final Staff Recommendation

Impact Factor	Impact Summary		
	Positive	Negative	Neutral
Land Use Planning			X
Fiscal-Economic			X
Schools		X	
Water-Sewer			X
Solid Waste			X



Bulloch County Departmental Review

Environmental			X
Traffic and Roads			X
Emergency Management			X
Law Enforcement		X	
EMS-Fire		X	
Recreation		X	
Total	0	4	7
Local Impact Findings	The rezoning of the 12.45 acres is likely to have a neutral impact on County services		
Regional Impact Findings	N/A		

FINAL STAFF RECOMMENDATION

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

If approval is granted, the following conditions are recommended.

Use	1. The principal uses approved for this property will be a MHP Manufactured Home Park district as depicted in the sketch plan for this application. All uses are subject to requirements of Appendix C, Article 10 of the Bulloch County Code of Ordinances.
Architectural and aesthetic requirements.	2. 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.
Landscape, buffering and signage requirements.	3. Any on-site water supply wells will have an opaque fence or landscaped buffer equal to the height of the structure. 4. All landscaping will be installed prior to the issuance of any mobile home permit. 5. A vegetative buffer of sufficient opacity to provide a visual blind designed to be compatible with the character of adjoining properties, shall be provided on the northern boundary of property. To form the required screening, the minimum sufficient opacity shall be deemed to require no less than three feet of plantings and/or hedge in the area immediately adjacent to the property, measured along the ground surface from the property line to the inside border of such plantings and/or hedge plantings. Hedges of comparable natural plantings shall be of such variety that an average height of at least six feet could be expected by normal growth within no later than two years from the time of planting.
Access, parking and internal	6. All units within the development shall have access only to internal roads within the development. 7. No building, sign, structure or object, tree or other landscape feature shall



Bulloch County Departmental Review

circulation requirements.	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.
Dedications and public improvement requirements.	8. 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.

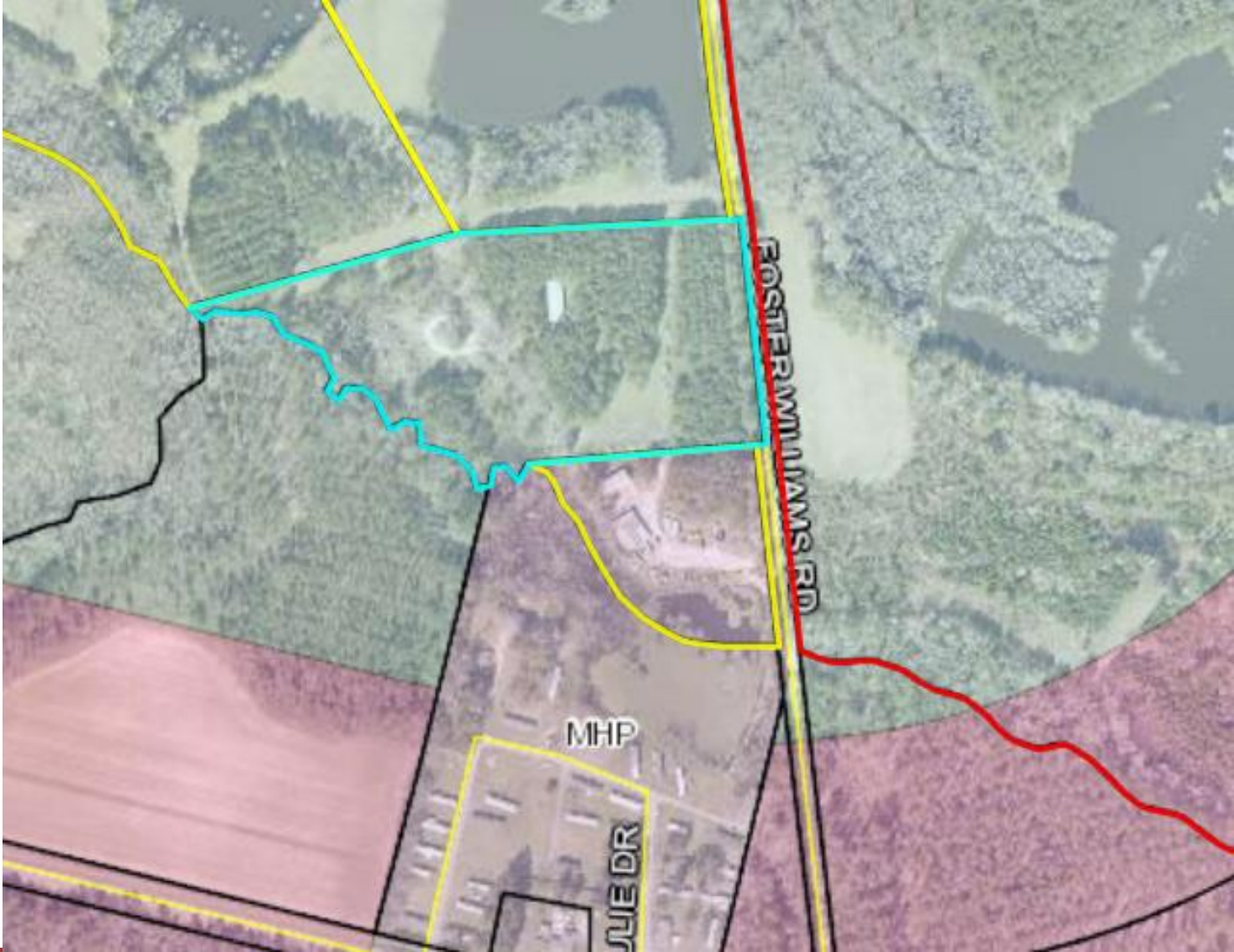
Participants

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



Bulloch County Departmental Review

Existing Zoning Map
Current Parcel Zone: AG5
Surrounding Parcel Zoning: AG-5/MHP



Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)



Bulloch County Departmental Review

Aerial Photo



Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)



Bulloch County Departmental Review

Proposed Development Plan






Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)



Bulloch County Departmental Review

Smart Bulloch 2040 Comprehensive Plan Character Area

SUBURBAN NEIGHBORHOOD (S-N)		
POLICIES		DESIGN PRINCIPLES
<p>Intent</p> <ul style="list-style-type: none"> Enhance existing suburban neighborhoods and create new suburban neighborhoods with a sense of place and community. 		<p>Site Design</p> <ul style="list-style-type: none"> Shallow-to-moderate building setbacks with green space. Moderate building footprints related to lot size. Master planned projects that consider quality architectural building design with attractive facades, controlled aesthetics, amenities and context sensitive infrastructure.
<p>General Characteristics</p> <ul style="list-style-type: none"> Clustered buildings located close to the street with parking beside or behind the building. 		<p>Density/Intensity</p> <ul style="list-style-type: none"> Scaled civic uses. 2-4 dwelling units per acre.
<p>Application</p> <ul style="list-style-type: none"> Compact and walkable residential development and neighborhood commercial development. Housing diversity and connectivity with nodal concentrations near key crossroads. Connect to public water and sewer if available. 		<p>Green Space</p> <ul style="list-style-type: none"> Informal landscaping for passive use areas. Formal landscaping and appropriate buffers within built areas. Maintain connections between natural features. Neighborhood and community park facilities.
<p>Primary Land Uses</p> <ul style="list-style-type: none"> Civic uses such as places of worship, cemeteries and burial grounds, health facilities, school's passive recreation (including greenways and trails), public parks and community centers. Single family and multi-family residential uses. Neighborhood-scale commercial and office uses. Neighborhood-scale mixed use development. 		<p>Transportation</p> <ul style="list-style-type: none"> Pedestrian facilities (sidewalks/multi-use trails) connected to civic and commercial uses. Moderate vehicular connectivity with managed access, adequate distance between intersections and efficient and safe circulation patterns. Paved roadways and parking, curb and gutter, sidewalks, streetscaping and streetlights.
<p>Zoning Classifications</p> <ul style="list-style-type: none"> R-2, R-3, R-25, GC, NC, PUD 		<p>Infrastructure</p> <ul style="list-style-type: none"> Municipal water (or sewer) proximity. On-site water (private wells or small systems) and sewer (septic or package systems). Abundant private utilities. Low impact development.
Visual Character Description		
<p>Development Pattern</p> 	<p>Transportation</p> 	<p>Green Space</p> 
IMPLEMENTATION STRATEGIES		
<ul style="list-style-type: none"> Incorporate and incent design principles into development ordinances, or by zoning conditions. Encourage the use of planned unit developments (PUD's). Develop and promote incentives for amenities, aesthetics, and infill. Implement the Countywide Greenways Master Plan and define priorities for development. 		

Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)

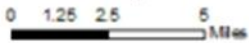
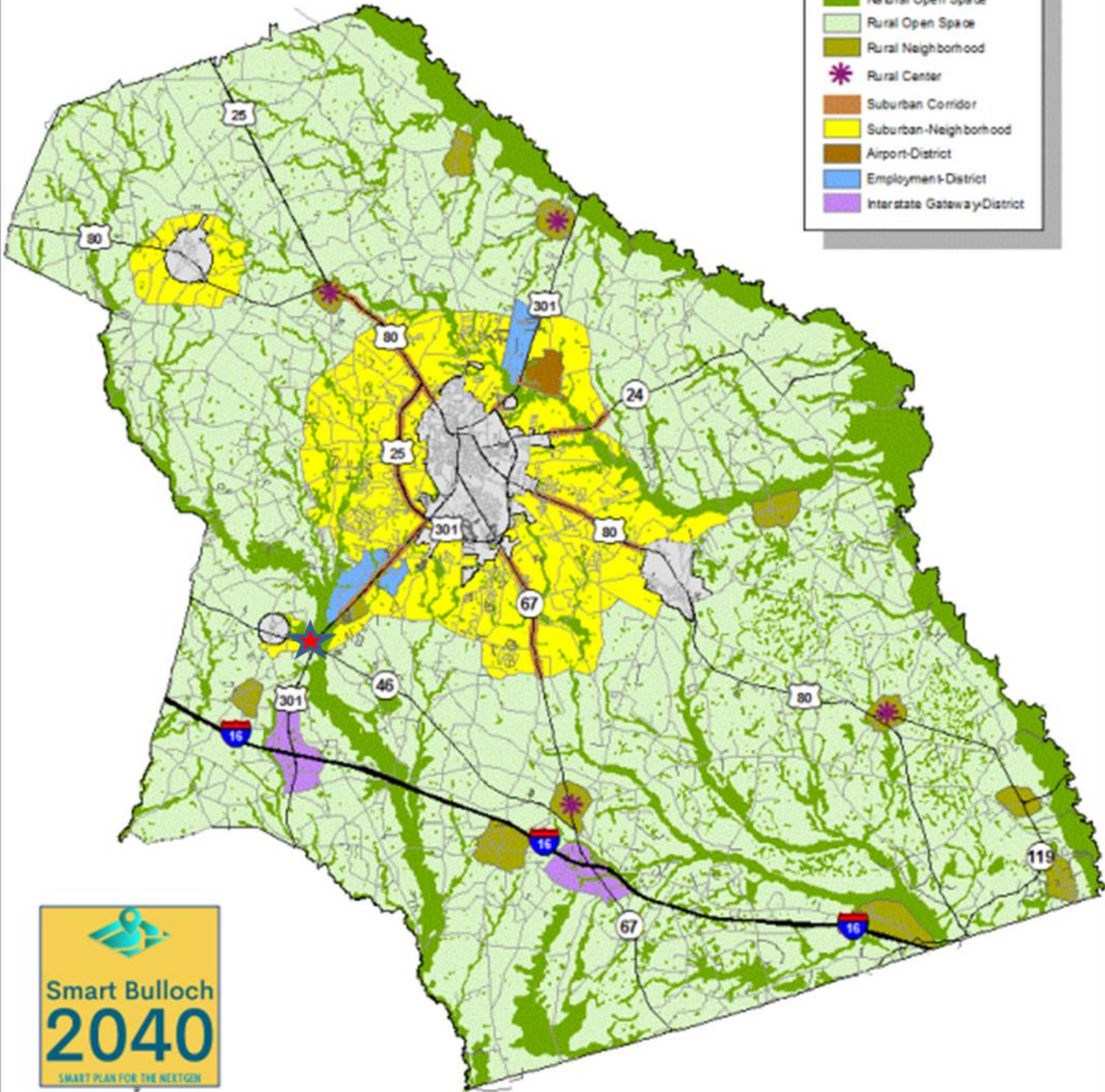


Bulloch County Departmental Review

Future Development Map: Bulloch County

Legend

- Natural Open Space
- Rural Open Space
- Rural Neighborhood
- Rural Center
- Suburban Corridor
- Suburban-Neighborhood
- Airport-District
- Employment-District
- Interstate Gateway-District



Bulloch County Comprehensive Plan

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



Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)



Bulloch County Departmental Review

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Attachment: 2. NAK properties RZNE-2022-00049 (NAK Properties Rezone)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Legal

Meeting Date: October 4, 2022

Requested Motion or Item Title:
Public Hearing and Resolution to Abandon a Portion of County Road No. 617 a/k/a Old Manassas Foy Road.

Summary / Background Attach Detailed Summary:

The attached petition has been submitted requesting that the Commissioners consider abandoning a portion of Old Manassas Foy Road. In accordance with Georgia law, the Commissioners must hold a public hearing on this issue before taking action to formally abandon this portion of Old Manassas Foy Road. The attached public hearing notice was published in the Statesboro Herald on Tuesday, September 20th and Tuesday, September 27th, and property owners on the road were personally notified of the hearing with a letter sent via regular U.S. mail. If, after conducting a public hearing, the Commissioners find that abandonment of a portion of County Road No. 617, also known as Old Manassas Foy Road, is warranted because it has ceased to be used by the public to the extent that no substantial public purpose is served by it or its removal from the county road system is otherwise in the best public interest, then the Commissioners may adopt the attached resolution to certify abandonment of the road.

Agenda Category	Financial Impact Statement		
Public Hearing- Road Abandonment/Closure	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners	Pending	10/04/2022 5:30 PM
Jeff Akins	Completed	09/23/2022 8:47 AM
Brad Deal	Completed	09/23/2022 11:07 AM

Contact: Clayton Anderson
682-5558

STATE OF GEORGIA
COUNTY OF BULLOCH

**PETITION FOR ROAD ABANDONMENT TO THE
BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA**

Each of the undersigned persons, by affixing their signatures, hereby request and petition the Board of Commissioners of Bulloch County, Georgia to take such action as is necessary to accomplish the formal abandonment and closing of a portion of **County Road Number 617, also known as Old Manassas Foy Road**, being that portion starting at the property line between parcel numbers 036 000014 000 and 035 000009A000, which is approximately 0.32 miles from said road's intersection with County Road Number 186, also known as Atwood Road, and ending at said road's terminus at Interstate 16 right-of-way, a distance of approximately 0.35 miles. Refer to the attached map for a depiction of the portion of road to be closed.

The undersigned are also advised that if the road is abandoned by the Bulloch County Board of Commissioners, the County will cease to perform maintenance on said road including but not limited to grading, ditch maintenance, clearing of trees/debris from roadway, and maintenance of signs. Other activities that may possibly be affected by the County's abandonment of said road may include response time by emergency services, school bus routing, and mail delivery.

Reason for road closing: trespassing, littering + vandalism on farm equipment. Road is a deadend

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>ADDRESS</u>
<u>Clayton Anderson</u>	<u>Clayton Anderson</u>	<u>918 J. M. Strickland Rd. Register, GA 30452</u>
<u>Leslie Anderson</u>	<u>Leslie Anderson</u>	<u>3385 Old Manassas Foy Rd Register Ga 30452</u>
<u>[Signature]</u>	<u>Jason Lewis</u>	<u>3561 Old Manassas Foy Rd Register, Ga 30452</u>
<u>[Signature]</u>	<u>Anna Lewis</u>	<u>3561 Old Manassas Foy Rd Register, Ga 30452</u>
<u>Elizabeth Anderson</u>	<u>Elizabeth Anderson</u>	<u>3385 Old Manassas Foy Rd Register, GA 30452</u>

Attachment: Petition (002) (Proposed road abandonment of Old Manassas Foy Road)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bulloch County Board of Commissioners will hold a public hearing on Tuesday, October 4, 2022, at 5:30 p.m. in the Community Room of the Bulloch County North Main Annex located at 115 North Main Street, Statesboro, Georgia 30458 for the purpose of receiving public input on and considering whether a portion of County Road No. 617, also known as Old Manassas Foy Road, should be abandoned and removed from the county road system because it has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest. The portion of Old Manassas Foy Road for which abandonment is being considered is that portion beginning at the property line between Parcel Numbers 036 000014 000 and 035 000009A000 in the records of the Bulloch County Tax Assessors, which is approximately 0.32 miles from said road's intersection with County Road No. 186, also known as Atwood Road, and ending at the terminus of Old Manassas Foy Road at the Interstate 16 right-of-way, a distance of approximately 0.35 miles. Citizens who would like to comment on these issues are invited to attend this hearing. For more information or special arrangements, contact the office of the Bulloch County Board of Commissioners at 912-764-6245 during regular business hours.

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA

RESOLUTION # 2022 - ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA CERTIFYING THE ABANDONMENT AND REMOVAL FROM THE COUNTY ROAD SYSTEM OF A PORTION OF COUNTY ROAD NO. 617, ALSO KNOWN AS OLD MANASSAS FOY ROAD; AUTHORIZING THE EXECUTION, RECORDING, AND DELIVERY OF QUITCLAIM DEEDS TO THE PROPERTY OWNERS THEREON; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Bulloch County, Georgia (the “Board of Commissioners”) has considered abandoning a portion of County Road No. 617, also known as Old Manassas Foy Road, being described as that portion of said road beginning at the property line between Parcel Numbers 036 000014 000 and 035 000009A000 in the records of the Bulloch County Tax Assessors, which is approximately 0.32 miles from said road’s intersection with County Road No. 186, also known as Atwood Road, and ending at the terminus of Old Manassas Foy Road at the Interstate 16 right-of-way, a distance of approximately 0.35 miles, said portion of Old Manassas Foy Road being highlighted in yellow on the map attached hereto and made a part hereof by reference (hereinafter “the portion of the aforesaid County Road”); and

WHEREAS, in accordance with the legal requirements of O.C.G.A. § 32-7-2, the Board of Commissioners has given proper notices and held a public hearing on said matter; and

WHEREAS, the Board of Commissioners has determined that the portion of the aforesaid County Road has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Bulloch County, Georgia, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Certification of Abandonment. The Board of Commissioners hereby certifies that the portion of the aforesaid County Road is hereby abandoned and shall no longer be a part of the county road system of Bulloch County, Georgia.

Section 2. Quitclaim Deed. The portion of the aforesaid County Road being a prescriptive road, the Board of Commissioners hereby authorizes the execution of quitclaim deeds to the property owners located thereon, and the Chairman and Clerk of

the Board of Commissioners are hereby authorized to execute said quitclaim deeds, and the County Attorney is hereby authorized to record and deliver said quitclaim deeds to the property owners located thereon.

Section 3. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Board of Commissioners that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 4th day of October, 2022.

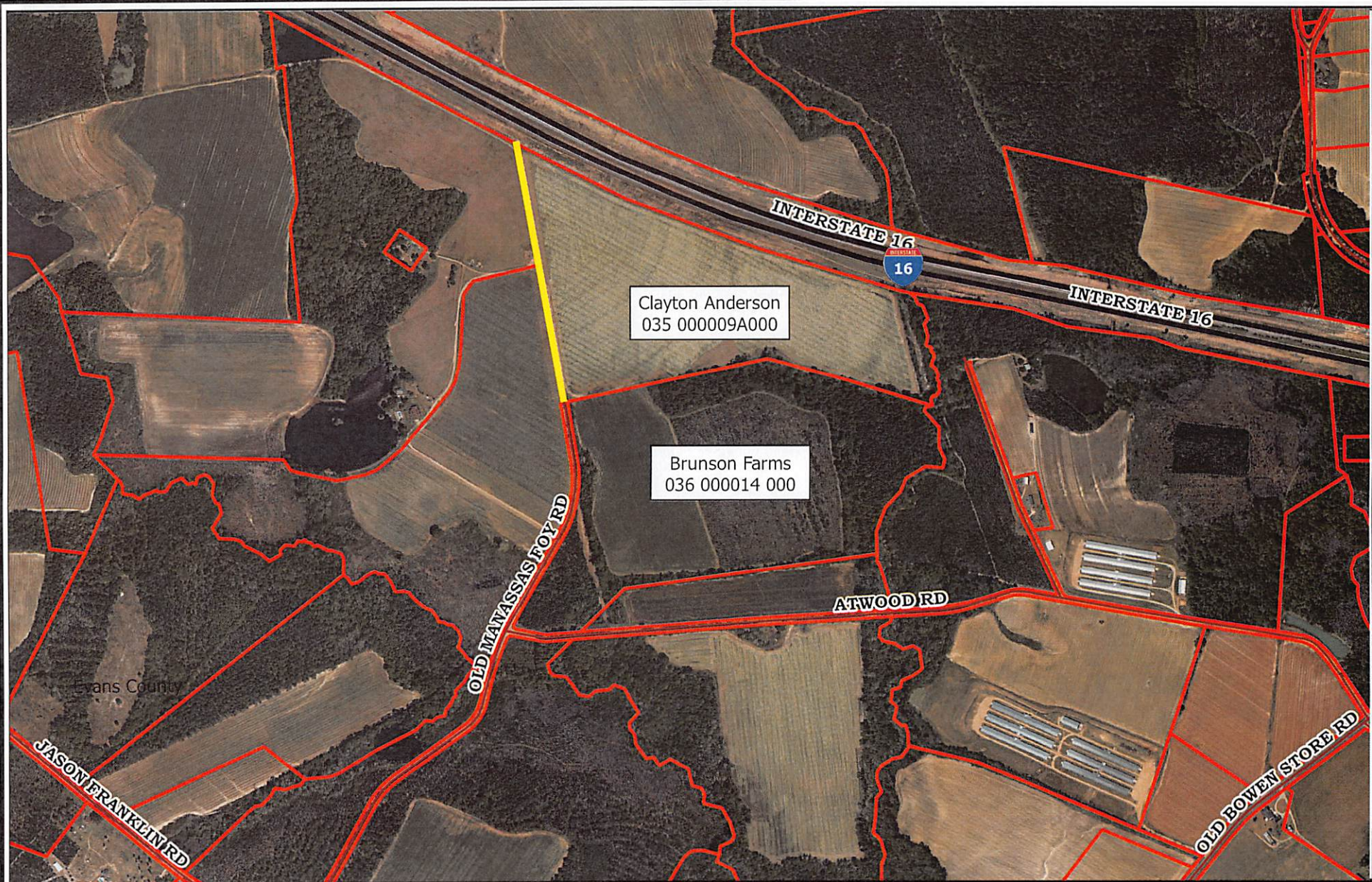
BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

(SEAL)

Attachment: Resolution (Proposed road abandonment of Old Manasas Foy Road)



Attachment: Resolution (Proposed road abandonment of Old Manassas Foy Road)



Legend

- Roads
- Road to be Abandoned

**PROPOSED ABANDONMENT OF
 OLD MANASSAS FOY ROAD**
 From Edge of Brunson/Anderson Property
 Lines to I-16 Right-of-Way

LENGTH (APPROX)

0.35 Miles





**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Legal

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Public Hearing and Resolution to abandon a portion of County Road No. 556 a/k/a Garretts Lake Road

Summary / Background Attach Detailed Summary:

The attached petition has been submitted requesting that the Commissioners consider abandoning a portion of Garretts Lake Road. In accordance with Georgia law, the Commissioners must hold a public hearing on this issue before taking action to formally abandon this portion of Garretts Lake Road. The attached public hearing notice was published in the Statesboro Herald on Tuesday, September 20th and Tuesday, September 27th, and property owners on the road were personally notified of the hearing with a letter sent via regular U.S. mail. If, after conducting a public hearing, the Commissioners find that abandonment of a portion of County Road No. 556, also known as Garretts Lake Road, is warranted because it has ceased to be used by the public to the extent that no substantial public purpose is served by it or its removal from the county road system is otherwise in the best public interest, then the Commissioners may adopt the attached resolution to certify abandonment of the road.

Agenda Category	Financial Impact Statement		
Public Hearing- Road Abandonment/Closure	Budgeted Item?	NO	Amendment or Transfer Required?
			NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners	Pending	10/04/2022 5:30 PM
Brad Deal	Completed	09/26/2022 1:56 PM
Jeff Akins	Completed	09/27/2022 9:25 AM

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA

RESOLUTION # 2022 - _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA CERTIFYING THE ABANDONMENT AND REMOVAL FROM THE COUNTY ROAD SYSTEM OF A PORTION OF COUNTY ROAD NO. 556, ALSO KNOWN AS GARRETTS LAKE ROAD; AUTHORIZING THE EXECUTION, RECORDING, AND DELIVERY OF QUITCLAIM DEEDS TO THE PROPERTY OWNERS THEREON; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Bulloch County, Georgia (the “Board of Commissioners”) has considered abandoning a portion of County Road No. 556, also known as Garretts Lake Road, being described as that portion beginning at said road’s intersection with County Road No. 538, also known as Tony Nevil Road, and ending at said road’s terminus at the Interstate 16 right-of-way, a distance of approximately 0.37 miles, said portion of Garretts Lake Road being highlighted in green on the map attached hereto and made a part hereof by reference (hereinafter “the portion of the aforesaid County Road”); and

WHEREAS, in accordance with the legal requirements of O.C.G.A. § 32-7-2, the Board of Commissioners has given proper notices and held a public hearing on said matter; and

WHEREAS, the Board of Commissioners has determined that the portion of the aforesaid County Road has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Bulloch County, Georgia, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Certification of Abandonment. The Board of Commissioners hereby certifies that the portion of the aforesaid County Road is hereby abandoned and shall no longer be a part of the county road system of Bulloch County, Georgia.

Section 2. Quitclaim Deed. The portion of the aforesaid County Road being a prescriptive road, the Board of Commissioners hereby authorizes the execution of quitclaim deeds to the property owners located thereon, and the Chairman and Clerk of the Board of Commissioners are hereby authorized to execute said quitclaim deeds, and

the County Attorney is hereby authorized to record and deliver said quitclaim deeds to the property owners located thereon.

Section 3. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Board of Commissioners that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 4th day of October, 2022.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

(SEAL)

Attachment: Resolution (Proposed road abandonment of Garretts Lake Road)



Attachment: Resolution (Proposed road abandonment of Garretts Lake Road)



Legend

- Roads
- Road to be Abandoned

**PROPOSED ABANDONMENT OF
GARRETT'S LAKE ROAD**
From Tony Nevil Rd to Terminus

LENGTH (APPROX)

0.37 Miles



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bulloch County Board of Commissioners will hold a public hearing on Tuesday, October 4, 2022, at 5:30 p.m. in the Community Room of the Bulloch County North Main Annex located at 115 North Main Street, Statesboro, Georgia 30458 for the purpose of receiving public input on and considering whether a portion of County Road No. 556, also known as Garretts Lake Road, should be abandoned and removed from the county road system because it has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest. The portion of Garretts Lake Road for which abandonment is being considered is that portion beginning at said road's intersection with County Road No. 538, also known as Tony Nevil Road, and ending at said road's terminus at the Interstate 16 right-of-way, a distance of approximately 0.37 miles. Citizens who would like to comment on these issues are invited to attend this hearing. For more information or special arrangements, contact the office of the Bulloch County Board of Commissioners at 912-764-6245 during regular business hours.

Brent Nevil
912-682-0590

STATE OF GEORGIA
COUNTY OF BULLOCH

**PETITION FOR ROAD ABANDONMENT TO THE
BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA**

Each of the undersigned persons, by affixing their signatures, hereby request and petition the Board of Commissioners of Bulloch County, Georgia to take such action as is necessary to accomplish the formal abandonment and closing of a portion of **County Road Number 556, also known as Garretts Lake Road**, being that portion from said road's intersection with County Road Number 538, also known as Tony Nevil Road, and ending at said road's terminus, a distance of approximately 0.37 miles. Refer to the attached map for a depiction of the portion of road to be closed.

The undersigned are also advised that if the road is abandoned by the Bulloch County Board of Commissioners, the County will cease to perform maintenance on said road including but not limited to grading, ditch maintenance, clearing of trees/debris from roadway, and maintenance of signs. Other activities that may possibly be affected by the County's abandonment of said road may include response time by emergency services, school bus routing, and mail delivery.

Reason for road closing: to stop trespassers fishing in Ponds,
trash dumping, so we can maintain the road
ourselves. It is a dead end road with
no public pass through

SIGNATURE

PRINTED NAME

ADDRESS

J. Garrett Nevil

J. Garrett Nevil

48 Burkhalter Rd, Statesboro

Brent Nevil

Brent Nevil

853 Bowen Rushing Rd Statesboro

Lisa N. Crowe

Lisa N. Crowe

3495 Union Church Rd Register

Attachment: Petition (Proposed road abandonment of Garretts Lake Road)



BULLOCH COUNTY BOARD OF COMMISSIONERS

MINUTES • SEPTEMBER 20, 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

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

II. INVOCATION AND PLEDGE

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

III. 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	Present	
Roy Thompson	Chairman	Absent	
Walter Gibson	Commissioner	Present	
Jappy Stringer	Commissioner	Present	
Timmy Rushing	Vice-Chairman	Present	

The following staff was present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, County Attorney Jeff Akins, Human Resources Director Cindy Mallett, Public Works Director Dink Butler, Public Safety Director Ted Wynn, Deputy EMS Director Brian Hendrix, GIS Coordinator Paul Conner, EMS Director Doug Vickers, Warden Randy Tillman, Senior Accountant Peyton Fuller, Statesboro-Bulloch Parks and Recreation Director Eddie Canon, Community Relations Manager Broni Gainous, and Planning and Development Director James Pope.

IV. APPROVAL OF GENERAL AGENDA

Vice-Chairman Rushing called for changes and/or modifications to the General Agenda. County Manager Tom Couch asked to modify the General Agenda by adding a Memorandum of Understanding with the W.E. Move, Tutoring Group, Inc., for discussion and/or action under New Business. Hearing no further modifications, Vice-Chairman Rushing called for a motion to approve the General Agenda with the modification requested by Mr. Couch.

1. A motion was made to approve the General Agenda with the modification requested by Mr. Couch.

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

V. PRESENTATION- MANAGERS UPDATE REPORT

County Manager Tom Couch provided a brief manager's update on various County departmental projects. He stated he would like to present a comprehensive update on TSPLOST projects and funding at a later date to give the staff adequate time to prepare the information to be presented. Mr. Couch stated due to renovations of the meeting room, the meetings will be moved to the Honey Bowen Multi-Purpose Room beginning the second meeting in November 2022 until further notice.

He thanked the Finance Department for being awarded the GFOA Distinguished Budget Award and being a recipient of the Certificate of Achievement for Excellence in Financial Reporting. Mr. Couch provided an update on the County's financial conditions. He stated there appears to be a 1.8% positive expense variance in the General Fund with a possible deficit of \$1 million as opposed to the projected deficit of \$2 million. Mr. Couch stated the staff will have a better picture of the financial condition by mid-year.

He stated the County has implemented a Management Development Program which has received positive feedback from those enrolled. Mr. Couch stated the retirement plan discussion is still in the due diligence period with the goal of having the retirement study group and the Board meet to determine the next course of action by mid to late October.

Mr. Couch stated the staff has been working on amending zoning ordinances and conditions. He stated the staff has been busy with the moratorium task list. Mr. Couch stated the first Steering Committee Meeting was held on September 12, 2022, and the first public hearing for the amendments to the Comprehensive Plan was held on September 19, 2022. He stated he is looking at how to have discussions between the public and Board. He discussed various Hyundai issues and ongoing projects. Mr. Couch stated he is working to try to put together a legislative meeting with the entire delegation to discuss County issues.

VI. PUBLIC COMMENTS

Vice-Chairman Rushing called for public comments from the audience at large or in writing.

There were no public comments.

VII. CONSENT AGENDA

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

1. Minutes Approval: Tuesday September 6th, 2022 05:00 PM
2. Executive Session Minutes September 6, 2022
3. 2463: Approve the purchase of 31 APX 900 Motorola radios and chargers in the amount of \$104,426.37 from Motorola Solutions (See Exhibit #2022-222).

4. 2466: Approve the appointment of Mildred Wilson and Linda Christy to fulfill the unexpired terms of Robert Tanner and James Deal for the Statesboro-Bulloch County Land Bank Authority Board beginning on September 20, 2022, and ending on December 31, 2024.
5. 2475: Approve the purchase of TCT Fairway Trencher with Conveyor from Specialized Turf Equipment Company (STEC) in the amount of \$41,199.00 (See Exhibit #2022-223).
6. 2476: Approve the Georgia Safe Sidewalks proposals for sidewalk trip hazard removal at various parks in the amount of \$10,870.00 (See Exhibit #2022-224).
7. 2477: Grant an alcoholic beverage license for retail beer and wines sales to Naynaben Chaudhari, Shivala LLC, located at 20864 US Highway 301 North Statesboro, Georgia 30461 (See Exhibit #2022-225).
8. 2478: Approve a contract by and between Pictometry International Corporation and Bulloch County, Georgia in the amount of \$282,048.00 (See Exhibit #2022-226).
9. 2480: Approve an Intergovernmental Agreement by and between Bulloch County, Georgia and the City of Statesboro (See Exhibit #2022-227).
10. 2479: Approve the purchase of a new ambulance from Custom Truck and Body Works, Inc., in the amount \$255,913.00 (See Exhibit #2022-228).

VIII. NEW BUSINESS

1. Discussion and/or Action: Approve a Memorandum of Understanding by and between Bulloch County Board of Commissioners and W.E. Move, Tutoring Group, Inc., and the YMCA of Coastal Georgia, Inc., dba Statesboro Family YMCA.

Vice-Chairman Rushing called on County Manager Tom Couch to initiate discussion on the matter.

Mr. Couch stated the W.E. Move, Tutoring Group, Inc., has requested financial assistance from the County to make certain improvements to the space they are occupying with the YMCA of Coastal Georgia, Inc., dba Statesboro Family YMCA. He stated in order to assist W.E. Move, Tutoring Group, Inc., the County is willing to provide financial assistance through available American Rescue Plan Act (ARPA) funding for improvements on property owned by the Statesboro Family YMCA, subject to the terms and conditions set forth in the Memorandum of Understanding.

He stated W.E. Move, Tutoring Group, Inc., must occupy the designated space for no less than eighteen (18) consecutive calendar months from the effective date of the Memorandum of Understanding. Mr. Couch stated in the event of early departure by W.E. Move, Tutoring Group, Inc., or termination of the Memorandum of Understanding between the Statesboro Family YMCA and W.E. Move prior to the expiration of this eighteen (18) month period, the party initiating the termination other than the County shall pay liquidated damages to the County in the amount of \$13.50 per day. He stated J.D Heating and Air has offered to provide and install a new HVAC system at no cost. Mr. Couch stated the net cost to the County is estimated to be \$13,000.00.

Commissioner Simmons stated the program was established to help shorten the educational gap that occurred during the Covid-19 pandemic.

Without further discussion, a motion was made to approve a Memorandum of Understanding by and between Bulloch County Board of Commissioners and W.E. Move, Tutoring Group, Inc., and the YMCA of Coastal Georgia, Inc., dba Statesboro Family YMCA (See Exhibit #2022-229).

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

IX. COMMISSION AND STAFF COMMENTS

Vice-Chairman Rushing called for general comments from the commissioners and staff. He thanked the staff for all they do.

Commissioner Gibson informed the Board of the upcoming Sunbelt Expo scheduled for October 18, 2022 through October 20, 2022. He also reminded the Board of the upcoming 2022 National Georgia Fair scheduled October 6-October 16, 2022.

X. ADJOURN

Hearing no further comments, Vice-Chairman Rushing called for a motion to adjourn the meeting.

1. A motion was made to adjourn the meeting.

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

Chairman

Attest: _____
Olympia Gaines, Clerk

Minutes Acceptance: Minutes of Sep 20, 2022 8:30 AM (Consent Agenda)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Legal

Meeting Date: October 4, 2022

Requested Motion or Item Title:
Motion to adopt a resolution of Plantation Trail, Brentwood Circle, and Yorkshire Court in Irongate Subdivision.

Summary / Background Attach Detailed Summary:
Developers have requested that the County accept dedication of and title to the above-referenced roads. County Engineer Brad Deal has inspected the roads and determined that they comply with all applicable County requirements. Adoption of the attached resolution will implement acceptance of these roads and authorize Chairman Thompson to accept a deed from the developers. Approval 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 09/23/2022 8:48 AM
 Board of Commissioners Pending 10/04/2022 5:30 PM

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022-_____

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

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

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

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

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

SO BE IT RESOLVED this 4th day of October, 2022.

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

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

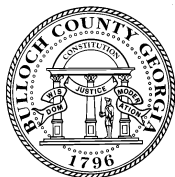
Attachment: Resolution Irongate (Irongate Subdivision Resolution)

EXHIBIT A

All those certain roads and cul-de-sacs lying, situate and being in Iron Gate Subdivision in the 1209th G.M. District of Bulloch County, Georgia, and being the entire 60' rights-of-way of "**Plantation Trail**", "**Brentwood Circle**", and "**Yorkshire Court**", located within Iron Gate Subdivision, Phase IV, Second Section, as shown and more particularly described on that certain Final Plat prepared by Lamar O. Reddick, Registered Land Surveyor, dated March 26, 2007, recorded in Plat Book 63, Page 402, Bulloch County Records. The aforesaid plat and the description of said roads thereon are by reference incorporated herein and made a part of this description.

EASEMENT RESERVATION: Grantor hereby reserves a utility easement for water, sewage, electricity, cable television, gas and other utility purposes in said 60' rights-of-way.

SUBJECT TO: This conveyance is made subject to all easements of record for water, electricity, sewerage, telephone, cable television, and other utilities, if any.



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Parks and Recreation

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to approve purchase of a Kubota SSV75 rubber tire Skid Steer from Shea Tractor and Equipment in the amount of \$46,600.00

Summary / Background Attach Detailed Summary:

The Ag Complex is requesting the approval to purchase a Kubota SSV75 rubber tire Skid Steer. The current machine, Bobcat A300, is inoperable and unrepairable. This purchase is currently scheduled in the FY2023 CIP budget (32562200-542500-AG03) with an allocation of \$60,000.

Using the specifications from the Bobcat A300, Billy Springer, Ag Complex Manager, compiled specifications for every manufacturer's comparable model. He contacted all local vendors, as well as any dealers within 75-mile radius of Statesboro. Based on the quotes received, local vendor Shea Tractor & Equipment, submitted the lowest cost machine at \$46,600.

Estimated delivery date from Shea Tractor would be late 4th quarter 2022 or early 1st quarter 2023. All other manufacturers date of delivery is either 1st or 2nd quarter of 2023.

Attached are specifications sent to each dealer when soliciting a quote, comparative analysis of the machines and respective cost, list of vendors and their quotes. It is the recommendation of Billy Springer to approve and proceed with the purchase from Shea Tractor and Equipment in the amount of \$46,600.

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 09/26/2022 4:19 PM
Kristie King Completed 09/27/2022 9:44 AM
Cindy Steinmann Pending
Tom Couch Completed 09/27/2022 4:50 PM
Board of Commissioners Pending 10/04/2022 5:30 PM
Eddie Canon Pending
Olympia Gaines 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: 9-19-2022
 Reference: FY23 Capital Budget Ag Complex Skid Steer

I am writing this memo as justification for the purchase of a Kubota SSV75 rubber tire skid steer from Shea Tractor and Equipment. As part of our FY 2023 Capital Budget, we have \$60,000.00 allocated for this purchase. As you are aware our current machine (Bobcat A300) is inoperable and unfortunately unrepairable. Using the specifications from the Bobcat A300 I have compiled every manufacturer's comparable model. I have contacted every local vendor (Blanchard Equipment, Tidewater Equipment, Shea Tractor, and Shoemaker Irrigation). I have also contacted any dealers that are in 75-mile range or less from Statesboro. Based on the quotes received a local vendor; Shea Tractor & Equipment has submitted the least cost machine at \$46,600.00. They have also given the earliest date of delivery for a new machine. Their estimated delivery is late 4th quarter 2022 or early 1st quarter 2023. All other manufacturers date of delivery are late 1st quarter or early 2nd quarter of 2023.

Attached are the specifications sent to each dealer when soliciting a quote. Also attached is a comparative analysis of the machines and their respective cost. Also attached is a list of vendors and their respective quotes. I have also attached a file with a copy of the actual quote submitted by each vendor. I would like to proceed with the purchase from Shea Tractor and Equipment. Thanks for your consideration on this matter.

Sincerely,

Billy Springer

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

DATE: 9/18/2022

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS									
				NO. 1		NO. 2		NO. 3					
				Shea Tractor & Equipment	J & B Tractor Company, Inc. (NEW HOLLAND)	Blanchard Equipment (JOHN DEERE)	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	SSV75P Compact Wheeled Skid Loader	46,600.00	\$46,600.00	46600.00	\$46,600.00	52350.00	\$52,350.00	54000.00	\$54,000.00				
	Open Station, Standard Flow Hydraulics												
	Manual Quick Coupler												
	Kubota AP-SL74SLLC Heavy Duty Bucket												
	delivery/set-up												
	LESS DISCOUNTS		\$										
	PLUS FREIGHT												
	TOTALS		\$46,600.00		\$46,600.00		\$52,350.00		\$54,000.00				

REQUESTING DEPARTMENT Parks & Rec	NOTES See attached memo and spreadsheets	AWARD TO: Shea Tractor & Equipment Company 9066 HWY 301 South, Statesboro, GA 30458
ACCOUNT CODE 32562200-542500-AG03		Phone: 912-259-1050 www.sheairactor.com
DEPARTMENT HEAD/DESIGNEE 		(IF NOT LOW QUOTATION STATE REASON)
		PURCHASE ORDER NO.:

9.3 a

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)

**BULLOCH COUNTY AGRICULTURAL COMPLEX
SKID STEER SPECIFICATIONS**

Acceptable Manufacturers/Models:

Bobcat S76

Case 240B

Caterpillar 262D3

John Deere 324G

Kubota SSV75

New Holland L328

Additional Information: Base Model open cab, joystick-controlled rubber-tired skid steer with standard flow hydraulics.

Optional Equipment: Any additional counterweights to increase operating capacity.

STANDARD RUBBER TIRE SKID STEER INFORMATION - 2022

MAKE	MODEL	HORSE POWER	HI FLOW HYDRAULICS	OPERATING CAPACITY	TIPPING CAPACITY	WEIGHT	LENGTH (W/O B)	LENGTH (W/B)	WIDTH (W/O B)	WIDTH (W/B)	COST
BOBCAT	A300	80	YES	3000 LBS.	6000 LBS.	8350 LBS.	114.5"	142.9"	74"	80"	NA
BOBCAT	576	74	YES	2900 LBS.	5800 LBS.	8615 LBS.	113.9"	147.1"	72"	74"	\$57,891.16
CASE	SR240B	74	YES	2400/2500 LBS.*	4800 LBS.	7700 LBS.	117.4"	142.2"	69.6"	72"	\$55,672.00
CATERPILLAR	262D3	74	YES	2700/3055 LBS.*	5400 LBS.	8296 LBS.	117.9"	146.2"	66"	72"	\$56,246.00
JOHN DEERE	324G	74	YES	2690/2850 LBS.*	5380 LBS.	7700 LBS.	112.3"	136.3"	67"	72"	\$54,000.00
KUBOTA	SSV75	74	YES	2690 LBS.	5380 LBS.	8794 LBS.	115.0"	144.1"	72"	75"	\$46,600.00
NEW HOLLAND	L328	75	YES	2800/2900 LBS.*	5500 LBS.	7876 LBS.	117.5"	152.0"	70"	72"	\$52,350.00

*Operating Capacity can be increased by adding additional counterweights

CONTACT LIST - RUBBER TIRE SKID STEER

MAKE	MODEL	COMPANY	PHONE	CONTACT PERSON	CONTACT EMAIL	COST
BOBCAT	S76	Bobcat of Augusta	706-737-7253	David Johnson	david.johnson@borderequipment.com	\$57,891.16
CASE	SR240B	Border Equipment Case Construction	706-737-9191	Dwayne Collins	dwyane.collins@borderequipment.com	\$55,672.00
CATERPILLAR	262D3	Yancey Brothers	912-871-6506	Logan Plymel	logan_plymel@yanceybros.com	\$56,246.00
JOHN DEERE	324G	Blanchard Equipment	912-764-5629	Daniel Smith	dsmith@blanchardequipment.com	\$54,000.00
KUBOTA	SSV75	Shea Tractor & Equipment Company	912-259-1050	Jeffrey Biser	jbiser@sheatractor.com	\$46,600.00
NEW HOLLAND	L328	J and B Tractor Company, Inc.	706-554-3318	Royal Barnhart	sales@jandbtractor.com	\$52,350.00



SALES ORDER

9066 Hwy 301 South
Statesboro, Georgia 30458
(912) 259 - 1050
www.sheatractor.com

August 25, 2022

Customer Name and Address

Bulloch County Agriculture Complex
Billy Springer (912) 871-7265
44 Arena Blvd
Statesboro, Ga 30458

Estimated Availability: 1st Quarter 2023

Quantity	Serial #	Dealer Stock #	Description	Amount
1	TBD	TBD	Kubota SSV75P Compact Wheeled Skid Loader Open Station, Standard Flow Hydraulics Manual Quick Coupler	\$44,500.00
1			Kubota AP-SL745LLC Heavy Duty Bucket	\$2,000.00
				\$46,500.00
Special Stipulations:			1. ADMIN & DOCUMENT FEE	\$100.00
CASH PRICE			2. SUBTOTAL	\$46,600.00
Finance Terms:			3. KUBOTA INSURANCE	\$0.00
CASH			4. SALES TAX EXEMPT - GATE	\$0.00
Warranty: Basic-Standard: 2yrs/2000hrs (Whichever Occurs First)			5. STATE UCC FEE	\$0.00
			6. CASH DOWN	\$0.00
			7. TOTAL FINANCED	\$46,600.00
Estimated Payment:			8. COST OF BORROWING	\$0.00
CASH SALE			9. BALANCE DUE	\$46,600.00

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS STATED ON THE SECOND PAGE HEREOF GOVERN ALL SALES TO CUSTOMER AND SAID TERMS AND CONDITIONS ARE INCORPORATED IN THIS SALES ORDER.

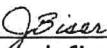
All Trade in units are free and clear of all liens and encumbrances. _____ Customer Initials

MANUFACTURER WARRANTY DOES NOT INCLUDE TRAVEL TIME OR MILEAGE

THIS SALES ORDER WILL BECOME BINDING UPON AND ENFORCEABLE AGAINST SHEA TRACTOR & EQUIPMENT COMPANY ONLY WHEN SIGNED BY AUTHORIZED AGENTS OF BOTH CUSTOMER AND SHEA TRACTOR & EQUIPMENT COMPANY.

Shea Tractor & Equipment: Jeffrey Biser

Bulloch County Ag Complex


Salesman's Signature Aug 25, 2022
Date

Customer's Signature Date

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)

Terms and Conditions:

1. The Customer named in the Sales Order on the first page hereof, which is incorporated herein by this reference, and Shea Tractor & Equipment Company, its successors, affiliates, and assigns ("Shea Tractor & Equipment Company"), agree that these Terms and Conditions contain the entire agreement between the parties and supersede all prior and any subsequent agreements and understandings, both oral and written, between the Customer and Low Country Kubota. These Terms and Conditions shall govern all transactions between the Customer and Low Country Kubota and they may not be modified except upon express, written agreement, executed by both the Customer and Low Country Kubota. The term "goods" as used herein shall mean and refer to any and all machinery, equipment, accessories, parts, labor, installation, work, and services provided to Customer by Shea Tractor & Equipment Company.
2. SHEA TRACTOR & EQUIPMENT COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF ANY GOODS TO THE CUSTOMER, AND CUSTOMER WAIVES ANY SUCH WARRANTIES OR REPRESENTATIONS. SHEA TRACTOR & EQUIPMENT COMPANY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY SUCH SALE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ONLY WARRANTY IN CONNECTION WITH ANY SUCH SALE IS ANY WARRANTY PROVIDED BY THE MANUFACTURER(S) OF THE GOODS SOLD TO CUSTOMER BY LOW COUNTRY KUBOTA. MANUFACTURER WARRANTY DOES NOT INCLUDE TRAVEL TIME OR MILEAGE.
3. UNLESS OTHERWISE SPECIFIED IN WRITING ON THE FIRST PAGE HEREOF, ANY SALE OF GOODS FROM SHEA TRACTOR & EQUIPMENT COMPANY TO CUSTOMER IS EXPRESSLY MADE "AS IS" AND "WHERE IS."
4. In the event that a sale of goods from Low Country Kubota to the Customer is not made "AS IS" and/or "WHERE IS," Customer shall have fifteen (15) calendar days from the date of delivery (as defined in paragraph 6 below) to reject goods as nonconforming or defective. Such rejection must be in writing and must be sent to Shea Tractor & Equipment Company at 9066 Hwy 301 S Statesboro, GA. 30458, via certified mail, return receipt requested. Such rejection shall specify the goods rejected and the specific nonconformity or defect and must be accompanied by the original invoice or other proof of purchase. Failure to reject the goods in strict accordance with this paragraph shall be deemed acceptance of the goods. Shea Tractor & Equipment Company shall have a reasonable time after receipt of proper notice of rejection or revocation of acceptance to repair or replace the goods or refund the purchase price, with the remedy to be selected by Shea Tractor & Equipment Company, in its sole discretion. SHEA TRACTOR & EQUIPMENT COMPANY REPAIR OR REPLACEMENT OF GOODS OR REFUND OF THE PURCHASE PRICE, WHICHEVER IS SELECTED BY SHEA TRACTOR & EQUIPMENT COMPANY, SHALL BE THE CUSTOMER'S SOLE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY GOODS, OR FOR ANY DELAY IN DELIVERY OF ANY GOODS, SOLD TO CUSTOMER BY SHEA TRACTOR & EQUIPMENT COMPANY. CUSTOMER WAIVES, AND UNDER NO CIRCUMSTANCE SHALL Shea Tractor & Equipment Company BE LIABLE FOR, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT CUSTOMER MAY SUFFER IN CONNECTION WITH ANY SALE OF GOODS FROM Low Country Kubota TO CUSTOMER. Shea Tractor & Equipment Company shall have no liability for any delay in delivery of goods caused in whole or in part by any event beyond Shea Tractor & Equipment Company control. Any goods accepted for return by Shea Tractor & Equipment Company from the Customer must be accompanied by the applicable invoice and sales ticket. A 15% restocking charge will be assessed to Customer by Shea Tractor & Equipment Company on all returned goods.
5. Customer hereby grants to Shea Tractor & Equipment Company and Shea Tractor & Equipment Company retains a purchase money security interest in any and all goods sold by Shea Tractor & Equipment Company to Customer, until such time as the entire purchase price for such goods has been received as good funds credited to the account of Shea Tractor & Equipment Company. Customer agrees to execute upon request such documents as may be necessary to perfect this security interest. Customer shall pay to Shea Tractor and Equipment Company all costs of collection of any amount due to Shea Tractor & Equipment Company, including, but not limited to, attorney's fees of fifteen percent (15%) of the total principal and interest due to Shea Tractor & Equipment Company, plus all other costs of collecting or attempting to collect or to secure any and all debts which Customer now owes or which Customer may in the future owe to Shea Tractor & Equipment Company.
6. Title to goods shall pass from Shea Tractor & Equipment Company to Customer upon delivery thereof to Customer or its agent, and thereafter all risk of loss, damage, shortage, or breakage shall be borne by the Customer. As to goods delivered by common carrier, delivery by Low Country Kubota to the carrier at point of origin shall constitute delivery to the Customer. The loading of goods onto Customer's conveyance at Shea Tractor & Equipment Company's store or warehouse shall constitute delivery to the Customer. Delivery of goods by Shea Tractor & Equipment Company to Customer's job site or business location shall constitute delivery to the Customer, regardless of whether an employee of the Customer authorized to accept delivery is present at the job site. Shea Tractor & Equipment Company reserves the right to deposit goods at the site previously designated by the Customer, without obtaining a signed receipt therefore, and the Customer agrees to pay for such goods as if a receipt were in fact signed by an authorized employee of the Customer. All claims for shortage of goods or for loss or damage to goods as to which Shea Tractor & Equipment Company has the risk of loss shall be waived unless Customer, within 10 calendar days after receipt of the short or damaged shipment, gives Shea Tractor & Equipment Company written notice via certified mail, fully describing the alleged shortage or damage.
7. Customer shall indemnify and hold Shea Tractor & Equipment Company, its trustees, officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons that any goods sold by Shea Tractor & Equipment Company to Customer have caused damage to property or bodily injury (including death); and/or (ii) the acts or omissions of the Customer, its agents or employees in connection with such goods; and/or (iii) any defects in any such goods; and/or (iv) any breach or default in the performance of the obligations of Shea Tractor & Equipment Company hereunder, including any breach of warranty, except insofar as they arise from the sole negligence of Shea Tractor & Equipment Company.
8. The foregoing Sales Order and these Terms and Conditions shall be governed by and construed under the laws of the State of Georgia. Customer agrees that any legal proceedings arising out of this contract shall be litigated in a court of competent jurisdiction of the State of Georgia court system. Venue for any action by any of the parties hereto or in connection herewith shall be in Chatham County, Georgia. Customer hereby waives any defense of personal jurisdiction and/or improper venue in any legal action related to its purchase of goods from Shea Tractor & Equipment Company.

TERMS & CONDITIONS

Customer Initial _____

Billy Springer

SALES QUOTATION J & B TRACTOR CO., INC.

Phone: (706) 554-3318 • Fax: (706) 554-4523
P.O. Box 705 • 226 GA Highway 24 West
Waynesboro, GA 30830

Phone: (706) 793-0134 • Fax: (706) 793-8016
3585 Mike Padgett Highway
Augusta, GA 30906

Name Bulloch County Agricultural Complex Date 8-24 20 24
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

QUANTITY	ARTICLES AND DESCRIPTION	PRICE
1	New Holland L329 skid loader - open ROPS - Joystick control - 72" bucket w/ edge - Suspension seat - Lap bar - 12x16.5HD tires	
		\$ 50850
	(June 2023 delivery)	Extra counter weights \$ 1500
	total	\$ 52350

TERMS OF SALE

Salesman's Signature Thomas Poyel

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)



Quote Id: 27155140

Prepared For:

BULLOCH COUNTY BOARD OF COMMIS STATESBORO-BULLOCH PARKS & RECREATION

Prepared By: **Daniel Smith**

Blanchard Equipment Co. Inc.
201 Stockyard Road
Statesboro, GA 30458

Tel: 912-764-5629

Fax: 912-489-1539

Email: dsmith@blanchardequipment.com

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)

Date: 28 July 2022

Offer Expires: 04 August 2022

Confidential



Quote Summary

Prepared For:
 BULLOCH COUNTY BOARD OF COMMIS
 STATESBORO-BULLOCH PARKS & RECREATION
 115 N MAIN ST
 STATESBORO, GA 30458
 tmorgan@bullochrec.com

Prepared By:
 Daniel Smith
 Blanchard Equipment Co. Inc.
 201 Stockyard Road
 Statesboro, GA 30458
 Phone: 912-764-5629
 dsmith@blanchardequipment.com

Quote Id: 27155140
Created On: 28 July 2022
Last Modified On: 24 August 2022
Expiration Date: 04 August 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 324G SKID STEER	\$ 54,000.00 X	1 =	\$ 54,000.00
Equipment Total			\$ 54,000.00

Quote Summary	
Equipment Total	\$ 54,000.00
SubTotal	\$ 54,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 54,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 54,000.00

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 27155140

Customer: BULLOCH COUNTY BOARD OF COMMIS STATESBORO-BULLOCH
PARKS & RECREATION

JOHN DEERE 324G SKID STEER

Hours:

Stock Number:

Code	Description	Qty
00C2T	324G SKID STEER	1
Standard Options - Per Unit		
0722	Open ROPS, Manual QT, SL, 2Spd	1
0950	E-H (ISO Pattern) Joystick Controls	1
1301	Engine - Turbocharged	1
1501	English Operator's Manual and Decals	1
1741	Less JDLink	1
2070	12x16.5 10 PR Titan HD2000-II	1
4000	2-Inch Seat Belt	1
6001	Mechanical Suspension Seat (Vinyl)	1
8305	Counterweight, (Double Set)	1
8380	Footrest with Floor mat	1
9040	72 in. Construction Bucket (17.8 cu. ft.)	1

Other Charges

Freight	1
Sétup	1

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)



Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : August 24, 2022			
Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Plan Type:	Deductible:
Equipment Type	324G SKID STEER	Coverage:	Quoted Price \$ 0.00
Model	324G SKID STEER	Total Months:	
		Total Hours:	

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

- I ACCEPT the Residential plan
- I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)



Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage



G, J&L, Inc.



Proposal

3185 Moreland Ave
Conley, GA 30288

Date 9/1/2022

Customer	Bulloch County	Product Rep:	Chuck Abney
		0	
		0 Number (o):	770-322-6960
	Attn: Billy Springer	Number (c):	706-834-6127

Qty	Equipment	Sell Price
1	CASE SR240B SKID STEER JOYSTICK CONTROLS OROPS 2 SPEED TRAVEL 72" HD TOOTH BUCKET ADDITIONAL COUNTER WEIGHTS	\$77,986.00

Ga State Contrct # 99999-001-SPD0000177-0022	Grand Total	\$77,986.00
Vendor ID # 17677	State Discount	-\$29,064.00
	Total	\$48,922.00
	Factory Freight	\$5,500.00
	PDI & DEL	\$1,250.00
	Grand Total	\$55,672.00

Customers Signature

Dealer Signature

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)



Aug 24, 2022

STATESBORO-BULLOCH CO. PARKS &
RECREATION DEPT.

PO BOX 408
STATESBORO
Georgia
30458

RE: Quote 224105-01

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 262D3 Skid Steer Loader

STOCK NUMBER: EM2221049

SERIAL NUMBER: 0TP400173

MACHINE SPECIFICATIONS

262D3 SKID STEER LOADER	512-4262
TIRES, 12/16.5 CAT 10PR	185-8667
REAR LIGHTS	356-6082
RIDE CONTROL, NONE	556-5898
PRODUCT LINK, CELLULAR PL243	566-7115
BATTERY, HEAVY DUTY, 850 CCA	568-5606
CANOPY PACKAGE, PRO	588-9086
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
BUCKET-GP, 68", BOCE	279-5369

Standard Equipment**POWERTRAIN**

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil
 Filter, cartridge type, hydraulic

Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission
 Four wheel chain drive

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control

Electro/hydraulic hydrostatic
 transmission control

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start/stop/aux switch
 Lights:
 -Gauge backlighting

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
 -Air filter restriction
 -Alternator output
 -Armrest raised/operator out of seat
 -Engine coolant temperature
 -Engine oil pressure
 -Glow plug activation
 -Hydraulic filter restriction
 -Hydraulic oil temperature
 -Park brake engages
 -Engine emission system
 Gauges: fuel level and hour meter
 Storage compartment with netting
 Ergonomic contoured armrest
 Control interlock system, when operator

leaves seat or armrest raised:
 -Hydraulic system disables
 -Hydrostatic transmission disables
 -Parking brake engages
 ROPS cab, open, tilt up
 Anti-theft security system w/6-button
 keypad
 FOPS, level I
 Top and rear windows
 Floormat
 Interior rear view mirror
 USB charging port
 Horn
 Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
 Chassis, one piece welded
 Machine tie down points (6)

Belly pan cleanout
 Support, lift arm
 Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
 Extended life antifreeze (-37C, -34F)

Heavy duty flat faced quick disconnects
 with integrated pressure release

Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Split D-ring to route work tool hoses
along side of left lift arm
Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

SELL PRICE	56,426
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	56,426
TOTAL QUOTE PRICE	56,426

WARRANTY

Standard Warranty:	2yr/2,000 premier coverage
Extended Warranty:	262-60 MO/3000 HR PREMIER (Tier 4)
CSA	36/1500 Parts Only CVA

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Logan Plymel
Machine Sales Representative

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)



Product Quotation

Quotation Number: 39089D039132
 Date: 2022-08-24 11:07:29

Ship to	Bobcat Dealer	Bill To
Bulloch County Parks/ Rec Attn: Billy Springer PO Box 408 Statesboro, GA 30459 Phone: (770) 296-4956	Bobcat of Augusta, Augusta, GA 2803 WYLDs ROAD AUGUSTA GA 30909-4449 Phone: (706) 737-7253 Fax: (706) 737-3690	Bulloch County Parks/ Rec Attn: Billy Springer PO Box 408 Statesboro, GA 30459 Phone: (770) 296-4956

Contact: David Johnson Phone: 7067377253 Fax: 7067377933 Cellular: 7069455546 E Mail: david-johnson@comcast.net		

Description	Part No	Qty	Price Ea.	Total
S76 T4 Bobcat Skid Steer Loader	M0369	1	\$57,889.62	\$57,889.62
Selectable Joystick Controls	M0369-R01-C04	1	\$808.12	\$808.12
74" Heavy Duty Bucket	7272680	1	\$1,832.00	\$1,832.00
--- Bolt-On Cutting Edge, 74"	6718007	1	\$361.42	\$361.42
Total of Items Quoted				\$60,891.16
Discount Govt Discount Rebate				(\$3,000.00)
Quote Total - US dollars				\$57,891.16

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance: Purchase Order: _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

Attachment: Kubota SSV75 Rubber Tire Skid Steer 10-4-22 mtg (Ag Complex Skid Steer)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Parks and Recreation

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to Approve a Lean-To Addition for Parks Division Building in the amount of \$38,890.00 from Hawk Construction.

Summary / Background Attach Detailed Summary:

The addition of a Lean-To to the rear of the Parks Division Building at Mill Creek is currently scheduled in the FY2023 CIP budget (32562200-541300-PG13). The budgeted amount is \$45,000. The addition will be 90’ long, 15’ wide, and will tie into the existing roof line.

Since this falls under the guidelines of the Public Works construction, Tony Morgan, Parks Division Manager, sent out a Request for Quote on 9/14/22 to companies that install steel buildings similar to the current building we are tying into. He received three quotes: Tyson Steel Building Products (\$29,391.65 - quote good for 5 days); Bax-Steel Buildings (\$38,803 - quote good for 15 days); and Hawk Construction (\$38,890 - quote good for 30 days).

Hawk Construction is the only vendor that met all specifications that were requested, including a certificate of Liability Insurance and Contractor Affidavit. Tyson Steel and Bax-Steel will not pour the concrete footers and set the rebar and anchor bolts, which was specified in the request for quote. This would have to be done separately. Hawk Construction was the only company to supply all info requested.

Even though Hawk Construction was the highest quote, they are the only ones that met all specifications requested, as well as offering a quote good for 30 days. It is Tony Morgan’s recommendation to accept the quote from Hawk Construction, a local vendor, in the amount of \$38,890.

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:

Board of Commissioners Pending 10/04/2022 5:30 PM

Eddie Canon Completed 09/26/2022 4:10 PM

Olympia Gaines Completed 09/27/2022 4:58 PM



Memorandum

To: Eddie Canon

From: Tony Morgan

Subject: Lean to Addition to Parks Division Bldg

Date: September 22, 2022

Recreation and Parks was approved this year to add a lean-to addition to the rear of the Parks Division Building at Mill Creek Park. The addition will be 90' long, 15' wide, and will tie into the existing roof line. Since this falls under the guidelines of the Public Works Construction, I received 3 quotes from companies that install steel buildings like the current building we are tying into. I sent out a Request for Quote on September 14, 2022. I received quotes from Tyson Steel Building Products for \$29,391.65, Bax-steel Buildings for \$38,803.00, and Hawk Construction for \$38,890.00.

Hawk Construction is the only vendor that is meeting all specifications that were sent. Tyson Building and Bax-Steel will not pour the concrete footers and set the rebar and anchor bolts which was specified in the request. That portion would have to be completed by others. Hawk Construction pricing is good for 30 days, Bax Steel is good for 15 days, and Tyson Steel prices are only good for 5 days. In addition, we requested a certificate of Liability Insurance and Contractor Affidavit. Hawk Construction is the only company that supply all that was requested.

Even though Hawk Construction was the higher quote, the others did not meet all the specifications. It is my recommendation to accept the quote from Hawk Construction, which is a local vendor, for \$38,890.00. We have a budget of \$45,000 so we are within budget as well.

REQUISITION


TO: PURCHASING

BULLOCH COUNTY, GEORGIA

DATE: 9/22/2022

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS								
				NO. 1		NO. 2		NO. 3				
				Tyson Steel	Bax-Steel Buildings	Hawk Construction	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
	Installation of											
	15'x90'x14' Lean To Addition to tie											\$38,890.00
	into existing Parks Division Bldg											
				Does not meet Specs		Does not meet Specs						
	LESS DISCOUNTS	X										
	PLUS FREIGHT	X										
	TOTALS			X	X	X	\$29,391.65	\$38,803.00	\$38,803.00			\$38,890.00

REQUESTING DEPARTMENT	NOTES	AWARD TO:
Parks & Recreation - Parks Division		Hawk Construction
ACCOUNT CODE		
Project ID PARK 13		
DEPARTMENT HEAD/DESIGNEE		(IF NOT LOW QUOTATION STATE REASON)
		PURCHASE ORDER NO.:
		9.4.a

Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)

TYSON STEEL BUILDING PRODUCTS, INC.
 361 DOERUN ROAD
 DOERUN, GA 31744
 PH. 229-776-7588 FAX 229-776-3509

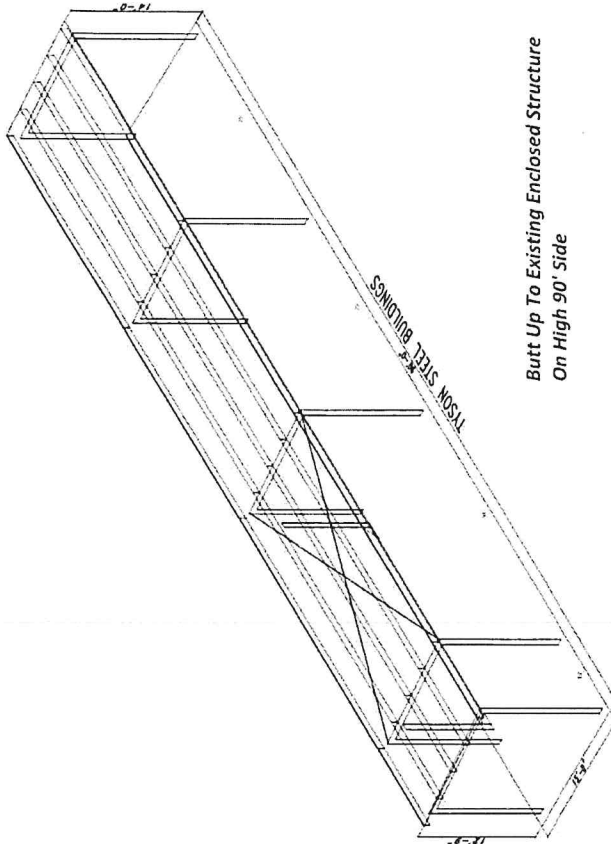
Georgia
 September 19, 2022

Tony Morgan
 Bulloch County Rec Dept
 1388 Hwy 24 E
 Statesboro, GA 30461
 912-690-6839
 tmorgan@bullochrec.com

Crew:	None Selected
Ship Date:	None Selected
Ship By:	None Selected

Colors
 Roof: galv
 Sides: color
 Trim: color

Map
 Pitch: 1:12
 Foundation: existing asphalt



Butt Up To Existing Enclosed Structure
 On High 90' Side

Notes:
 Drawing Shown is a Preliminary Sketch Only. Final Design is Subject to Change
 Customer responsible for all concrete work.

Roof Insulation		No
Gutter System	Remove and Replace Existing	
Engineered Structural Drawings	Yes	
Building Reactions	Yes	
Foundation Recommendation	Yes (With Purchase of Building)	
Tyson Provide Bolts	Yes	

Materials, Freight, & Labor to Erect: \$29,391.65 Plus Tax On Materials

The above price is good for 5 days from the date on this quote
 This quote does not include any permitting or permitting fees.

Sales Person: Mark
 Checked By: Jody Seth



BAX-STEEL BUILDINGS, INC.
P. O. Box 345 – Baxley, Georgia 31515
Manufactures of Custom Design Metal Buildings

Phone: 912-367-3641
Fax: 912-367-6549
BAX-STEEL.COM

Bulloch County Recreation and Parks
P O Box 408
Statesboro, Georgia 30459
Phone: 912-489-9076
E-mail: tmorgan@bullochrec.com
Quotation No RH-22-264
September 15, 2022
Attention: Mr. Tony Morgan

Re: Lean-to addition

We quote a Bax-Steel Building 15' wide, single slope, 90' long, and 14' high at high side with a 1/12 roof pitch with four bays.

Roof cover is to be 26 gauge unpainted galvalume PBR panel and wall cover is to be 26 gauge painted galvalume PBR panel.

Accessories are to include:

- A) High side left open at existing building with roof cover to underlap existing roof.
Existing wall to remain.
- B) Relocate gutter and downspouts to low side of addition.
- C) Both ends to be enclosed.
- D) Low side to be left open.
- E) No cross bracing in sides.
- F) Engineered stamped plans for building and foundations included.
- G) Building designed to conform with IBC 2018 (119 MPH ultimate wind speed).
Exposure B

Building delivered and erected on owner's floor and foundations.

BUILDING PRICE \$38,803.00

Concrete work by others.

PRICES: All prices are subject to acceptance within 15 days from date written.

TERMS: 50% with signed contract - Balance On Delivery

DELIVERY: Subject to availability of components.

SUBMITTED BY: BAX-STEEL BUILDINGS, INC.

Rick Hall
Rick Hall - Sales Representative

ACCEPTED: BULLOCH COUNTY RECREATION AND PARKS

BY: _____

TITLE: _____ DATE: _____

Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)

Bulloch County Board of Commissioners

115 North Main Street

Statesboro, GA 30458

Quote Form

Total for installation of 15'X90'X14' Lean to addition \$ 38,803.00

Quote good 15 days.

Once awarded and letter to proceed 30 days until project could begin.

60 days to complete the project.

Name of Bidder: BAX STEEL BUILDINGS, INC.

Address: P O BOX 345, BAXLEY, GA 315135

Signature: Ann H. White Title: VICE PRESIDENT

Print: ANN H WHITE Date: 9/15/22

Email: baxbk1@bellsouth.net Fax: 912-367-6549

Office Phone: 912-367-3641 Cell Phone: 912-278-1864

Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)

CONTRACTOR E-VERIFY AFFIDAVIT AND AGREEMENT

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

CST08593
EEV/Basic Pilot Program* E-verify Company ID#

12/13/12
Date of Authorization

BAX STEEL BUILDINGS, INC.
Company Name

By: Ann H. White
Authorized Officer or Agent
(Contractor Name)

09/15/22
Date

VICE PRESIDENT
Title of Authorized Officer or Agent of Contractor

ANN H WHITE
Printed Name of Authorized Officer or Agent

BCRPD Parks Division Building Lean to Addition
Name of Project

Bulloch County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 15 DAY OF September, 20 22.

Cheryl Stone
Notary Public Cheryl Stone
My Commission Expires:
3/24/24



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

Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)

Bulloch County Board of Commissioners

115 North Main Street

Statesboro, GA 30458

Quote Form

Total for installation of 15'X90'X14' Lean to addition \$ 38,896.00

Quote good 30 days.

Once awarded and letter to proceed 30 days until project could begin.

45 days to complete the project.

Name of Bidder: Hawk Construction LLC

Address: 742 Melts Rd Statesboro GA 30461

Signature: [Signature] Title: Owner

Print: Zach Hawk Date: 9/22/2022

Email: office@hawkconstructionllc.com Fax: _____

Office Phone: 912-587-5890 Cell Phone: 912-481-1701

Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)



HAWKC-2

OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2022

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

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

PRODUCER Lee, Hill & Johnston Insurors 212 Savannah Avenue Statesboro, GA 30458-4935 Russell Jordan Taulbee	912-764-9896	CONTACT NAME: Russell Jordan Taulbee PHONE (A/C, No, Ext): 912-764-9896 FAX (A/C, No): 912-764-8980 E-MAIL ADDRESS: russ@hjins.com	
INSURED Hawk Construction LLC 742 Metts Road Statesboro, GA 30461	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frankenmuth Mutual Insurance		13986
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6639286	09/26/2022	09/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6639285	09/26/2022	09/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	6639286	09/26/2022	09/26/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A	6639284	09/26/2022	09/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Fitr		6639286	09/26/2022	09/26/2023	Limit/Ded 30000 / 500

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


CERTIFICATE HOLDER

BULLPAR

Bulloch County Parks and Recreation Department
1388 Hwy 24 E
Statesboro, GA 30461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)

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

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Hawk Construction, LLC / Smith Steel Structures has registered with, is authorized to use and uses the federal work authorization program commonly know as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-1 0-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-1 0-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

821970
EEV / E-Verify User Identification Number

September 21, 2022
Date of Authorization

Hawk Construction, LLC
Contractor Name

BCRPD Parks Division Building Lean To Addition
Project No. or Name

Bulloch County Georgia
Name of Public Employee

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

Executed on September 21, 2022 in Statesboro, Georgia.

BY: [Signature]
Signature Authorized Officer or Agent

Zachary D. Hawk
Printed Name and Title of Authorized Officer or Agent

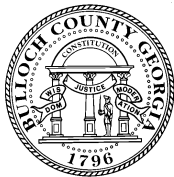
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21 DAY OF September

Lily Howard
Notary Public

My Commission Expires: June 8, 2025



Attachment: Lean to Addition - Parks Division 10-4-22 mtg (Lean to Addition to Parks Division)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Parks and Recreation

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to Approve the sole source purchase of Academic Enrichment & Imagination Kits from Mindworks Resources in the amount of \$66,082.00.

Summary / Background Attach Detailed Summary:

In July of 2022, Bulloch County Recreation and Parks AfterSchool Program received a \$250,000 grant to better enhance the academic enrichment of our participants. With this additional funding, our goal is to provide students with STEM based activities to help incorporate an academic level within the AfterSchool Program.

We are seeking approval to purchase Academic Enrichment & Imagination Kits. They are supplied by Mindworks Resources, who provide age-appropriate language arts, math, and science activities. This purchase would allow the program to introduce fitness, social emotional learning, creativity, inclusion activities, etc., to our participants. This curriculum was used in our AfterSchool program last year with great feedback and growth within our students and parents.

Mindworks Resources is a sole source provider and owns the copyright for their products.

It is the recommendation of Meghan Judy, Programs Supervisor, to approve the purchase of the kits in the amount of \$66,082.

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:

Board of Commissioners Pending 10/04/2022 5:30 PM
Eddie Canon Completed 09/26/2022 4:10 PM
Olympia Gaines Completed 09/27/2022 4:58 PM



Memorandum

To: Eddie Canon, Director

From: Meghan Judy, Program Supervisor – Community Recreation

Subject: Mindworks Resources

Date: September 26, 2022

In the beginning of July 2022, the Bulloch County Recreation and Parks AfterSchool Program received a \$250,000 grant to better enhance the academic enrichment of our participants. Our goal is to provide students with STEM based activities to help incorporate an academic level within the AfterSchool Program.

Mindworks Resources provides age-appropriate language arts, math, and science activities that will help with COVID learning loss. We target to give two to three 45-minute lessons a week in addition to the recreational based activities already in place. This purchase would allow the program to introduce fitness, social emotional learning, creativity, inclusion activities, etc. to our participants while still keeping the children entertained and engaged. We used this curriculum last year and had great feedback and growth within our students and parents. With the additional money given from GRPA BOOST this school year, we are interested in purchasing the curriculum for this year and enough for years to come.

If you have any additional questions or comments regarding this curriculum and what impact it would have within our community, please feel free to reach out to me at mjudy@bullochrec.com.

Sincerely,

Meghan Judy
 Community Recreation Program Supervisor
 912-489-9053

revised 2-10-21			
SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	9/13/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Community Recreation	Department Head	Joy Deal <i>Eddie Canon</i>
VENDOR INFORMATION			
Vendor Name	Mindworks Resources		
Street Address	PO Box 2771		
City	Coppell		
State and Zip Code	Texas 75019		
Phone Number	888-440-6463		
Fax Number			
E-mail or Web Site Address	Sales@mindworksresources.com		
Please specifically justify why the items or services to be approved for sole source treatment:			
Please see attached letter with sole source justification.			
CHECK	SOLE SOURCE CONSIDERATIONS		
X	Exclusive Rights: 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).		
	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	Other: 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.			
 Signature of Requestor			
IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: Mindworks Resources 10-4-22 mtg (Mindworks Resources)

Pricing

The following pricing for Quote 29421 has been prepared exclusively for Statesboro-Bulloch Co. Parks & Rec. on Sep 8, 2022.

Products				
Name	Price	QTY	Discount	Subtotal
ACADEMIC ENRICHMENT ELEMENTARY C22-ESIMG - IMAGINE IF... C22-ESSGT - SIGHTS TO SEE C22-ESDWN - DOWN TO EARTH C21-ESINS - INSTRUCTIONS NOT INCLUDED C21-ESDAY - ALL IN A DAY'S WORK	\$2,899.00	5	\$0.00	\$14,495.00
ACADEMIC ENRICHMENT ELEMENTARY C22-ESHCK - LIFE HACKS SEPTEMBER SPECIAL 1 LIFE HACK FREE WITHPURCHASE OF 4 OR MORE ACADEMIC KITS	\$2,899.00	1	-\$2,899.00	\$0.00
ACADEMIC ENRICHMENT ELEMENTARY C22-ESHCK - LIFE HACKS C22-ESIMG - IMAGINE IF... C22-ESSGT - SIGHTS TO SEE C22-ESDWN - DOWN TO EARTH C21-ESINS - INSTRUCTIONS NOT INCLUDED C21-ESDAY - ALL IN A DAY'S WORK	\$2,899.00	6	\$0.00	\$17,394.00
IK-EMOTE CONTROL *Self Awareness *Self-Management *Relationship Skills *Social Awareness *Decision Making Skills	\$1,699.00	2	\$0.00	\$3,398.00
IK-PROJECTWILD *Tiny Creature *Wild and Wonderful *Strange But True *The Way They Live *Wilderness Trek	\$1,499.00	2	\$0.00	\$2,998.00

Attachment: Mindworks Resources 10-4-22 mtg (Mindworks Resources)

MindWorks Resources

Tax	\$0.00
Total	\$66,082.00

Attachment: Mindworks Resources 10-4-22 mtg (Mindworks Resources)



January, 2022

MindWorks Resources is the sole source provider, and owns copyrights for the following products. Each product contains intellectual property only available through MindWorks Resources and cannot be purchased through any other source.

MindWorks Resources Afterschool Academic Enrichment Kits

- You Be You
- Masterminds
- It's a Disaster
- All in a Day's Work
- Adventure Zone
- Sights to See
- Dynamite
- Strange But True
- Instructions Not Included
- Cosmos
- Life Hacks
- Down to Earth
- Creature Features
- Shazam!
- Think Big
- Steamengineers
- Imagine If
- Fair Fanatic

MindWorks Resources Imagine Kits

- Build It
- Free Play
- Exploratorium
- Path Finders
- Investigation Station
- Emote Control
- Express Yourself
- Dream Teams
- SteamMaker
- Passport
- Construction Zone
- Game Day
- Brain Gains
- Project Wild
- Kidfit
- Grossology
- Totally Gross

MindWorks Resources Summer Spectacular

MindWorks Resources Imagine, Jr Kits

- WordWise
- Mighty Math

MindWorks Resources Engage

- Essentials
- Family
- Steam
- Projects

Shannon Wynn-Cannon

General Manager, MindWorks Resources



P: 1.888.440.MIND (6463)
F: 214.206.1758

P.O. Box 2771
Coppell, TX 75019



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Fire

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to approve the purchase of piston intakes to be used with TurboDrafts from Fireline Inc., in the amount of \$19,149.00.

Summary / Background Attach Detailed Summary:

Some of the fire engines do not have the appliance to hook up the Turbodraft. This purchase with the recommendation of the Consultant is to outfit each main engine with the piston intake to hook to the Turbodraft. This will show ISO we can pump water out of the approved water sites.

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 09/27/2022 8:33 AM

Kristie King Pending

Tom Couch Pending

Cindy Steinmann Pending

Board of Commissioners Pending 10/04/2022 5:30 PM



FAX: (770) 868-4455
 725 Patrick Industrial Lane
 Winder, GA. 30680

CUSTOMER QUOTE

DATE	QUOTE #
9/15/2022	353242

BILLING ADDRESS
Bulloch County Fire Department P.O. Box 347 Statesboro, Ga. 30459

SHIPPING ADDRESS
Bulloch Co. Public Safety C/O E 911 17245 Hwy. 301 North Statesboro, Ga. 30458

TERMS	REP	FOB
Net 30	RPM	FACTORY

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
ABD3ST-NX	TFT NEW FORCE 6" X 5" STORZ LOW PROFILE BALL INTAKE VALVE W/ PRV & AIR BLEED VALVE 4-22	10	1,461.00	14,610.00T
	**LONG HANDLE OPTION*			
AA5HNT-NX	TFT 5.0" RIGID LHF X 6.0" RIGID MALE ADAPTER 4-22	3	293.00	879.00T
AA2ST-NX	TFT 5" STORZ RIGID X 6.0" MALE ADAPTOR 4-22	12	201.00	2,412.00T
A01ST	TFT 5" STORZ BLIND CAP W/ LANYARD 4-22	12	104.00	1,248.00T
FRT. TBD	IF QUOTE INCLUDES A SHIPPING CHARGE ON THIS LINE, IT IS AN "ESTIMATED" SHIPPING CHARGE ONLY. *** ACTUAL FREIGHT / SHIPPING CHARGES / CRATE / PALLET CHARGES / DELIVERY FEE'S WILL BE ADDED AT FINAL INVOICE.	1	0.00	0.00

Due To Supply Chain Disruptions and Inflating Costs, Quotes Are Only Valid For 10 Days. This May Be Extended Per FIRELINE, INC. Approval. SURCHARGES MAY APPLY... 30 DAY RETURN CONDITIONS: FireLine, Inc. will make final determination on return authorization. Electrical, hydraulic, special order, and fabricated parts are nonreturnable. Any parts that are returned to FireLine, Inc. without prior authorization or does not meet stated return requirements will be scrapped without notification and credit denied.	SUBTOTAL	\$19,149.00
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$19,149.00

Attachment: Requisition and Quotes for Piston Intakes for Turbodracts (Intake Manifolds for use with Turbodracts)



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote # QT1612438
Date 08/23/2022
Expires 09/07/2022
Sales Rep Zamudio, Robert D
Shipping Method FedEx Ground
Customer BULLOCH COUNTY FIRE / EMA (GA)
Customer # C42004

Bill To
 BULLOCH COUNTY FIRE / EMA
 17245 HWY 301 NORTH
 Statesboro GA 30458
 United States

Ship To
 BULLOCH COUNTY FIRE / EMA
 17245 HWY 301 NORTH
 Statesboro GA 30458
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HARRINGTON	H37-60NHM-50NH		H37-60NHM-50NH Custom HARRINGTON 5" Female NH x 6" Male NH Adapter Rigid	3	\$346.00	\$1,038.00
HSMR50-60NH			ADAPTER STRT MALE RIGID 5.0ST Storz adapter 5" (125) with lock x 6" NH male	12	\$234.00	\$2,808.00
HBC-50			STORZ BLIND CAP W/CHAIN 5.0	12	\$87.00	\$1,044.00
79820008			VLV BALL INTAKE 5 STZ W/CAP X 6 NH LH	10	\$1,900.00	\$19,000.00
Subtotal						\$23,890.00
Shipping Cost						\$0.00
Tax Total						\$0.00
Total						\$23,890.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

Attachment: Requisition and Quotes for Piston Intakes for Turbodracts (Intake Manifolds for use with Turbodracts)



Need Help? Call 888-681-1009



(/) **Shopping Cart**
4 Products, 37 Items

PROCEED TO CHECKOUT



(/Task-Force-Tips-Adapter-AA5?Side-A=32&Side-B=16)

Task Force Tips Adapter AA5 (/Task-Force-Tips-Adapter-AA5?Side-A=32&Side-B=16)
\$343.99

SKU: TFT-AA5-6NHMR-5NHR

Side A: 6" NH Male Rigid

Side B: 5" NH Female Rigid

Quantity:

- 3 +

Amount: \$1,031.97

Edit (/Task-Force-Tips-Adapter-AA5?Quantity=3&Side-A=32&Side-B=16&Cartitemid=Item92866set492557)



Attachment: Requisition and Quotes for Piston Intakes for Turbodracts (Intake Manifolds for use with Turbodracts)



(/Akron-Brass-Black-Max-Piston-Intake-Valve)

Akron Brass Black Max Piston Intake Valve (/Akron-Brass-Black-Max-Piston-Intake-Valve)

\$3,376.99

SKU: AB-7980

Quantity:

Quantity selection buttons: -, 10, +

Amount: \$33,769.90

Edit (/Akron-Brass-Black-Max-Piston-Intake-Valve? Quantity=10&Cartitemid=Item1337set492556)



ORDER SUMMARY

SUBTOTAL 37 ITEMS	\$40,285.63
SHIP TO: 30458	
SHIPPING	\$1,410.00
TAX	\$0.00
ESTIMATED TOTAL	\$41,695.63

PROCEED TO CHECKOUT

Check out with **PayPal**

HAVE A PROMO CODE?



Attachment: Requisition and Quotes for Piston Intakes for Turbodracts (Intake Manifolds for use with Turbodracts)

^
Back to Top

[FINANCING \(/FINANCING\)](#) [SERVICE \(/SERVICE\)](#) [TRAINING \(/TRAINING\)](#) [CONTRACTS \(/CONTRACTS\)](#)
[EMPLOYMENT \(/EMPLOYMENT\)](#)

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username@domain.com

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[ESTIMATE REQUEST \(/SCA-DEV-VINSON/CHECKOUT.SSP?IS=LOGIN&LOGIN=T&FRAGMENT=LOGIN-REGISTER#LOGIN-REGISTER\)](#)

[ORDER REQUEST \(/SCA-DEV-VINSON/CHECKOUT.SSP?IS=LOGIN&LOGIN=T&FRAGMENT=LOGIN-REGISTER#LOGIN-REGISTER\)](#)

[RETURNS AND EXCHANGES \(/RETURNS-AND-EXCHANGES\)](#)

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[TERMS & CONDITIONS \(/TERMS-AND-CONDITIONS\)](#)

PROMOTIONS

[ON SALE \(/CATEGORIES/CLEARANCE\)](#)

[PRODUCT GUIDE SIGNUP \(/PRODUCT-GUIDE-REQUEST\)](#)

[HOLIDAY CENTER \(/CATEGORIES/HOLIDAY-CENTER\)](#)

[USA MADE PRODUCTS \(/BRANDS/MADE-IN-USA\)](#)

SHOPPING BY

[PRIVACY AND SECURITY \(/PRIVACY-AND-SECURITY\)](#)

[GIFT CERTIFICATE \(/ALL-HANDS-GIFT-CERTIFICATE\)](#)

[NEW PRODUCTS \(/NEW-PRODUCTS\)](#)

[BEST SELLING \(/BEST-SELLING\)](#)

[MEDICAL WASTE DISPOSAL \(HTTPS://WWW.ALLHANDSFIRE.COM/MEDPRO.HTML\)](#)

[GREEN PRODUCTS \(/AHF-IS-GREEN\)](#)

[HELMET CONFIGURATIONS \(/HELMET-CONFIGURATIONS\)](#)

[GSA ADVANTAGE \(/GSA-ADVANTAGE\)](#)

[DESIGN YOUR OWN \(/CATEGORIES/DESIGN-YOUR-OWN\)](#)

[DYO HELMET FRONT \(/CATEGORIES/DESIGN-YOUR-OWN/DESIGN-YOUR-OWN-HELMET-FRONT\)](#)

[DYO FIREFIGHTER HELMET \(/CATEGORIES/DESIGN-YOUR-OWN/DESIGN-YOUR-OWN-HELMET\)](#)

[DYO BADGE \(/CATEGORIES/DESIGN-YOUR-OWN/DESIGN-YOUR-OWN-BADGE\)](#)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Buildings and Facilities

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to purchase I-Vu hvac controls from ACS Controls for \$25,683.13 with a budget of \$35,000.

Summary / Background Attach Detailed Summary:

Install a web-based Carrier I-Vu system. The cost to install at the County Annex will be \$25,683.13. The new system is expandable and can be used to control all County facility HVAC systems remotely via web-based access. Having one HVAC controls system will streamline access and scheduling occupied and non-occupied settings for Bulloch County owned buildings and facilities.

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

Kristie King Pending

Tom Couch Pending

Cindy Steinmann Pending

Board of Commissioners Pending 10/04/2022 5:30 PM



September 26, 2022

David,

Thank you for allowing ACS Controls the opportunity to provide you with a proposal to install iVu controls in the Annex Building.

Scope 1: RTU's.

- Install new controller on each unit.
- Replace ZS Sensor.
- Install supply air temperature sensor and current transformer for fan status.

Scope 2: Graphics

- Build and load floor plan graphics.
- Scan into customers' existing iVu.
- Start up and check operation.

Total customer investment.....\$ 25,683.13

Please call me with any questions or concerns. Thanks, James Overton

Customer authorization to proceed: ACS Controls, Inc.



Name: _____

Name: _____

Date: _____

Date: _____

Purchase order: _____

Proposal # 1127

- ◆ Above price is firm and valid for 30 days, project will be re-quoted at the time of release if the beyond these dates.
- ◆ All order's subject to credit acceptance.
- ◆ Permits, taxes or fees not included in quote unless expressly stated
- ◆ Once materials and or equipment is delivered to job-site, it is considered the owners property.
- ◆ Customer agrees not to copy or disclose Company's proprietary information to others and agrees to provide free access to work site as described in the scope of work.
- ◆ Company shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Company does not insure against equipment failure under this scope of work. In no event shall Company liability for direct or compensatory damages exceed the payments received by Company from Customer under this contract.
- ◆ **Price is good for 30 days from date quoted**

ACS Controls appreciates the opportunity to serve you. Please feel free to call if you should have any questions.

Sincerely,

James Overton

James Overton

ACS Controls, Inc.

Attachment: Annex (I-Vu Controls County Annex)



Attachment: Annex (I-Vu Controls County Annex)

REQUISITION

BULLOCH COUNTY, GEORGIA

TO: PURCHASING

DATE: 9/26/2022

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	VENDOR QUOTATIONS							
				NO. 1		NO. 2		NO. 3			
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
1	Installation of HVAC controls at the County Annex				\$25,683.13						
	TOTALS			X	\$25,683.13	X		X			

Attachment: Requisition Form (I-Vu Controls County Annex)

REQUESTING DEPARTMENT Government Buildings	NOTES	AWARD TO: <u>ACS Controls</u>
		(IF NOT LOW QUOTATION STATE REASON)
DEPARTMENT HEAD/DESIGNEE	DEPT. ACCOUNT NO.: <u>325 15660 541300 FAC11</u>	PURCHASE ORDER NO.: _____

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	9/26/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Government Buildings	Department Head	David Campbell
VENDOR INFORMATION			
Vendor Name	ACS Controls		
Street Address	PO Box 1320		
City	Clearwater		
State and Zip Code	SC 29822		
Phone Number	706-364-4314		
Fax Number	706-364-4317		
E-mail or Web Site Address	joverton@augustachiller.com		
Please specifically justify why the items or services to be approved for sole source treatment:			
<p>Install a web-based Carrier I-Vu system. The cost to install at the County Annex will be \$25,683.13. The new system is expandable and can be used to control all County facility HVAC systems remotely via web-based access. Having one HVAC controls system will streamline access and scheduling occupied and non-occupied settings for Bulloch County owned buildings and facilities.</p> <p>Updating the controls system at the Ag Business Center, Judicial Annex, State Courthouse and Commissioner's office has shown a Kwh reduction of 39% and \$145,000 in electrical savings over the past 3 years.</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
	Exclusive Rights: 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).		
	Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors.		
	Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area.		
XXXXXX	Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor		
	Other: Otherwise, due to special scientific, technological, or extraordinary specifications and 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.			
_____ Signature of Requestor			
IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS			

Attachment: sole source justification form (I-Vu Controls County Annex)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
County Manager

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to enter into contract with Lavender & Associates for a guaranteed maximum price for North Main Annex renovations.

Summary / Background Attach Detailed Summary:

Following an RFP and approval by the Board of Commissioners to allow the County Manager to negotiate pricing, Bulloch County is entering into a contract with Lavender & Associates to complete the renovations and expansion of the North Main Annex. This contract is for a guaranteed maximum price of \$2,000,000. These funds are budgeted and available from the ARPA funding. After working with the contractor to value engineer items, the guaranteed maximum price from Lavender & Associates is \$1,867,038.00

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:

Jeff Akins Completed 09/27/2022 4:56 PM
 Kristie King Completed 09/28/2022 8:23 AM
 Cindy Steinmann Pending
 Tom Couch Completed 09/28/2022 12:27 PM
 Olympia Gaines Pending
 Board of Commissioners Pending 10/04/2022 5:30 PM



AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of September in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 29th day of July in the year 2022 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Bulloch County Administrative Annex Renovations
Statesboro, GA

THE OWNER:

(Name, legal status, and address)

Bulloch County Board of Commissioners
115 North Main Street
PO Box 347
Statesboro, GA 30459
(912) 764-0214

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Lavender and Associates
300 Pulaski Road
Statesboro, GA 30458
(912) 489-4677

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)

init.

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User Notes: (827535473)

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed one million, eight hundred, sixty seven thousand, thirty eight dollars (\$ 1,867,038.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

"BCA Renovation and GMP Proposal" provided by Lavender and Associates and dated September 15, 2022

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Use wood framing in lieu of metal stud	\$28,479.00
Birch in lieu of Walnut C.O.D.	\$32,013.00
Manual in lieu of Automatic C.O.D.	\$10,800.00
Hollow Metal in lieu of Coiling Doors	\$16,533.00
Flush Wood Doors in lieu of S&R	\$25,000.00
Standard Brick in lieu of Thin Brick	\$3,150.00
Eliminate Brick in Conference Room	\$2,900.00
Eliminate Spray Foam in lieu of Batts	\$8,575.00
Replace Steel HVAC Platform w/ Wood	\$6,500.00
Eliminate Cased Opening in Room 126	\$8,500.00
Reduce Contingency to \$45,000	\$30,000.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Init.

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Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than two hundred and ten (210) calendar days from the date of commencement of the Work.

[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Document A201-2017	General Conditions of the Contract for Const.	04/27/2022	Pages 1-40

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Written Specifications Titled "Renovations and Additions North Main Annex" Dated 04/27/2022, pages 1-348

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Construction Drawings Titled "Renovations and Additions North Main Annex" Dated 04/27/2022, pages T1.0-E3.1

Number	Title	Date
--------	-------	------

Other identifying information:

(Paragraph deleted)

(Table deleted)

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Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Additional Erosion Control Measures	\$2,500.00
Repair Foundation Drains	\$1,750.00
Site Lighting Reconneciton/Repair	\$2,000.00
Floor Underlayment Repairs	\$1,500.00
Reworking entry at Back Lobby Door 134	\$2,500.00
Repair or Rework Toilet Fixtures	\$1,400.00
Core Drilling Floor Boxes	\$3,500.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See attached document titled "GMP Qualifications & Clarifications" provided by Lavender and Associates.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

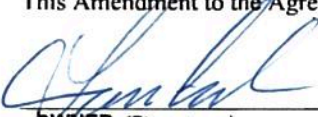
ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See attached document titled "GMP Subcontractors/Suppliers" provided by Lavender and Associates.

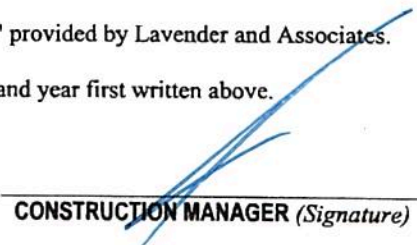
This Amendment to the Agreement entered into as of the day and year first written above.



OWNER (Signature)

Tom Couch County Manager- Bulloch County Board of Commissioners

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

John Lavender President-Lavender & Assoc.

(Printed name and title)

Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)

Init.

ROY THOMPSON
Chairman
JAPPY STRINGER
Commissioner
WALTER GIBSON
Commissioner
RAY MOSLEY
Commissioner
TIMMY RUSHING
Commissioner
ANTHONY D. SIMMONS
Commissioner
CURT DEAL
Commissioner



THOMAS M. COUCH
County Manager
CINDY STEINMANN
Assistant County Manager
KRISTIE KING
Chief Financial Officer
JEFF S. AKINS
Chief Legal Counsel
OLYMPIA GAINES
Clerk of the Board

BULLOCH COUNTY BOARD OF COMMISSIONERS

NOTICE TO PROCEED

September 19, 2022

John E. Lavender & Associates, Inc.
PO Box 1654
Statesboro, GA 30459

RE: The Bulloch County North Main Annex Renovation/Addition

Dear Mr. Lavender,

This letter serves as notification to proceed with work on the above referenced project as detailed in the revised GMP proposal (attached) dated September 15, 2022. We look forward to working with you on this project. Should you have any questions or concerns throughout the duration of the project, please do not hesitate to contact me at (912) 764-0129 or by email at rnewman@bullochcounty.net or David Campbell at (912) 764-0214 or by email at dcampbell@bullochcounty.net.

Respectfully,

Randy Newman
Special Projects Manager

Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)



construction management | design-build | general contracting

September 15, 2022

Bulloch County
 Attn: Kevin Palmer
 3769 Old Register Road
 Statesboro, GA 30460

**BCA Renovation
 GMP Proposal**

Lavender & Associates proposes to provide labor, materials and equipment to renovate/Add-on to the North Main Bulloch County Annex Building per plans specification prepared by DPR Architecture dated 4.27.22:

PreConstruction	2,000.00	
Cost of work	1,717,929.00	
Contingency	75,000.00	
		Subtotal 1,794,929.00
		12.5% OH & P 224,366.00
		Subtotal 2,019,295.00
		Bond 20,193.00
9/2/22 GMP Amount:		\$2,039,488.00
Total Value Engineering options:		(172,450.00)
9/15/22 GMP Amount with VE:		\$1,867,038.00

Sincerely,

Warren K. Holland

Warren K Holland
 Vice President

Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)

PROJECT NAME:

North Main Bulloch County Annex Renovation/Addition

GMP

Value Engineering Options

Options must be vetted via Design Professional to ensure viability

- (\$28,479.00) Deduct- Use wood framing in lieu of Metal stud construction.
- (\$32,013.00) Deduct- Install Birch coiling shutter door in lieu of walnut coiling doors at transaction area
- (\$10,800.00) Deduct- Install manual operating doors in lieu of electric operators on 3 O/H coiling doors at the Transaction Area.
- (\$16,533.00) Deduct- Eliminate O/H coiling doors, install glass in opening with speaker hole and pass through. Add 2 doors at cased openings into the space with side lite.
- (\$25,000.00) Deduct- Use Flush wood Doors in Lieu of stile rail wood doors and reuse/reinstall identified doors.
Must reviewed on-site with Design Professional to decide locations this would be acceptable.
- (\$3,150.00) Deduct- To use standard brick in lieu of thin brick at conference room. Details would have to be verified to assure additional wall thickness can be accommodated.
- (\$2,900.00) Deduct-Eliminate brick application in Conference room #114. Replace with Gypsum Board and applied molding. Stone Columns, and existing stone cornice work at soffit to remain.
- (\$8,575.00) Deduct-To eliminate spray foam insulation in new walls and roof line (Maintain 3" Closed cell in crawl space) and install batt fiberglass insulation/



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(\$6,500.00) Deduct-Eliminate Steel framed platforms for new HVAC units to be installed on. Provide wood framed platforms with ¾" plywood.

(\$8,500.00) Deduct- Eliminate Cased opening in room 126.

(\$30,000.00) Deduct- Reduce contingency amount to \$45,000.

(\$172,450.00) Total accepting all deducts.

Warren K. Holland

Warren K. Holland
Vice President

912-489-4677

Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)

john e. lavender & associates, inc.

| po box 1654 – statesboro, ga 30459

| 912-489-4677

PROJECT NAME:

North Main Bulloch County Annex Renovation/Addition

GMP Qualifications & Clarifications

QUALIFICATIONS & CLARIFICATIONS:

- General Conditions are included in the CM Fee per the RFP matrix.
- Performance and Payment Bonds are included.
- Builders Risk is included \$3,200.00
- This GMP proposal includes the cost to perform the work as Identified in the construction documents.
- Material Testing and onsite inspections will be coordinated by the CM and paid for by the owner.
- Cost for permitting is NOT included
- Cost for existing building utilities and/or separate metering for construction utility uses is NOT included
- Removal or Abatement of Hazardous Materials or Equipment is NOT included in this scope of work.
- A/C storage pods for the voting equipment is NOT included. Per discussion on site the voting equipment will be moved to adjacent spaces in the basement.
- Selective demolition of interior Finishes, Mechanical, Electrical, and Plumbing is included.
- Shoring and engineered stamped shoring plan is included. Items removed or damaged in the shoring process will be replaced in like kind.
- Corridor 100 will have a framed opening installed where the door is removed to alleviate installing the large built up molding detail into the space.
- Office 101 will have a ceiling height above the window and below the built up molding to alleviate installing new molding on the added walls.
- Lobby 104 will have new built up molding installed on added walls and soffits to closely match existing molding.
- 2/A2.0 elevation at the addition to the Commissioners room the exterior corners are included as brick. The shutter and panel detail will be restored and reused from the existing windows
- Locations that are called for stained wood is included as Walnut.
- Areas where molding details and stain to match existing will be installed to match as close as possible.

- At older part of the building Removing and disposing of existing roof and reinstalling new shingle roof and flashing is included.
- An applied air/water barrier is included in lieu of "Zip System"
- At location where existing ACT is removed new batt insulation will be installed on the bottom chord of the truss.
- Signage to be provided and installed by others
- Window treatments provided by others. CM to provide black out shades in Commissioners room.
- Fire alarm system is not included.
- Low Voltage pathway to accessible ceilings is included. Low voltage wiring is not included.
- Stage front cost of work is not included. Coordination with Stage front is included. Cost associated with installing boxes provided by Stage front is included.
- A construction contingency of \$75,000 is included to cover any unexpected events in the construction process and schedule any unused Contingency will be turned over to the owner at the end of the project.



construction management | design-build | general contracting

PROJECT NAME:

North Main Bulloch County Annex Renovation/Addition

**GMP
Allowances included**

\$2,500	Additional Erosion control measures – i.e., Silt fence, road cleaning.
\$1,750	Repair unknown Foundation Drains
\$2,000	Site Lighting Reconnection/Repair
\$1,500	Flooring underlayment Repairs
\$2,500	Reworking entry at Back lobby and door 134
\$1,400	Replace or rework any inoperable toilet fixture
\$3,500	Core drilling for floor boxes provided by Stage Front

Warren K. Holland

Warren K. Holland
Vice President

Attachment: Signed Max Price Amendment Lavender (North Main Annex Renovations Contract)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
Airport

Meeting Date: October 4, 2022

Requested Motion or Item Title:
Motion to engage GMC to design Runway 6/24 Rehabilitation

Summary / Background Attach Detailed Summary:

Motion to engage GMC to design Runway 6/24 Rehabilitation. The total cost of the design is \$90,752.00. Goodwyn, Mills and Cawood (GMC) submitted a proposal of \$90,752.00 to design the Runway 6/24 Rehabilitation project. GDOT has reviewed and accepted the scope and fees. The Airport Committee recommends approval.

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:

Jeff Akins Completed 09/28/2022 12:27 PM
 Kristie King Completed 09/28/2022 2:05 PM
 Cindy Steinmann Pending
 Tom Couch Completed 09/28/2022 8:05 PM
 Olympia Gaines Pending
 Board of Commissioners Pending 10/04/2022 5:30 PM

**Statesboro-Bulloch County Airport
Statesboro, Georgia**

**EXHIBIT A
SCOPE OF SERVICES**

**ENGINEERING DESIGN SERVICES FOR
RUNWAY 6/24 REHABILITATION**

**GDOT Project Number APXXX-XXXX-XX (XXX) Bulloch County
PID-TXXXXXX**

On behalf of the Bulloch County Board of Commissioners (OWNER), Goodwyn Mills Cawood, LLC (CONSULTANT) will provide engineering design and bidding services for the following construction project at the Statesboro-Bulloch County Airport, Statesboro, Georgia:

1. Runway pavement rehabilitation for the secondary runway, Runway 6/24.

The Engineering Design/Bidding Services will consist of the preparation of construction drawings and specifications necessary to complete the Runway 6/24 crack relief layer, isolated leveling (if required), bituminous overlay, marking, existing paved shoulder removal, grassing, and associated work, as well as the necessary documents to advertise for bids, receive construction proposals, and award construction contract. Services will include the following elements of work:

- **Element 1 – Project Formulation** will include the preparation of work scope, fees, predesign/scoping meeting with GDOT, preliminary project evaluation, and funding assistance documentation including prepare and coordinate a FAA Categorical Exclusion checklist (CATEX) per FAA Order 5050.4B and 1051.1E, and submittal of 7460 and Construction Safety Phasing Plan to FAA for preliminary airspace review. 7460 will be initially submitted to GDOT for review prior to submission to the FAA.
- **Element 2 – Survey Work** will be completed of the project area. Limited cross sections (approx. 500' intervals) will be taken to verify existing cross slope and grade to outside existing paved shoulders in order to promote positive drainage from runway surface.
- **Element 3 – Geotechnical Investigation** is provided for this project. Use of existing geotechnical data previously collected from 2009 ALP Update will be resourced for verification of pavement structure and generation of a geotechnical design report. Scope also includes examination and generation of proposed pavement section. Supplemental cores (Approx. 5) will be field extracted for verification of pavement depths at tie-in areas and adjacent runway paved shoulders.
- **Element 4 – Construction Plans** will consist of:
 1. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
 2. Legend, Abbreviations and Quantities with item number, specification numbers, description of work item, unit and quantity.
 3. Construction Safety and Phasing Plan Layout and General Notes
 4. Construction Sequence Plan
 5. Existing Conditions

6. Project Layout Plan and Staking Plan
 7. Demolition Plan, Demolition Notes
 8. Erosion and Sediment Control Details Plan, Notes and Details
 9. Marking Plan and Marking Details
 10. Grading and Paving Plan
 11. Pavement Typical Sections
- **Element 5 – Contract Documents** including sections for the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or Georgia Department of Transportation (GDOT) specifications to include GDOT Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project.
 - **Element 6 – Engineers/Design Report** will include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions.
 - **Element 7 – DBE Plan** is not included in this Exhibit A Scope.
 - **Element 8 - Coordination, Review and Comments** will submit plans and specifications to GDOT and address comments as follows:
 1. Provide one electronic set of plans and specifications to GDOT for initial review.
 2. Respond to GDOT comments and resubmit.
 3. Upon GDOT concurrence, Print and Deliver four (4) sets of final plans and contract documents to GDOT for coordination
 4. Provide one (1) electronic copy of the final plan in AutoCAD format to GDOT and OWNER
Provide one (1) electronic copy of the final plan in PDF format to GDOT and OWNER
 - **Element 9 – Bidding Services** will consist of:
 1. Prepare advertisement for bidders and coordinate its publication.
 2. Prepare and attend a Pre-Bid Meeting.
 3. Address and disseminate bidder questions during the advertisement period.
 4. Prepare and disseminate addenda to bidders.
 5. Attend and facilitate bid opening.
 6. Review bid packages for conformance to bid instructions and prepare bid tabulation.
 7. Prepare a letter recommending bid award to the lowest responsive and responsible bidder.

Any permitting services, if required will be completed in a future phase of this project and are not included in this scope of work.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A. All construction details will conform to FAA and GDOT Specifications.

Time of Performance

The time and performance for the design work to be completed shall be 120 days from the time of issuance of Notice-To-Proceed.

Deliverables

Deliverables will consist of a copy of the final FAA 7460 Determination and an electronic set of Plans and Specifications to GDOT for review and comment prior to the bidding phase. The final Plans and Specifications will be delivered to GDOT in electronic format to include PDF and MicroStation files. Construction contract from GDOT will not be initiated until receipt of all deliverables.

Basis of Compensation

The Consultant's compensation for the work described herein (Elements 1-9) shall be in the following LUMP SUM amounts.

Element 1 - Project Formulation	\$ 7,940
Element 2 - Survey Work	\$ 3,873
Element 3 - Geotech Investigation	\$ 7,824
Element 4 - Construction Plans	\$ 43,718
Element 5 - Contract Documents	\$ 6,517
Element 6 - Engineers/Design Report	\$ 5,642
Element 7 - DBE Plan (Not Included in this Project)	\$ -0-
Element 8 - Coordination, Review, and Comments	\$ 6,137
Element 9 - Bidding	\$ 9,100
<hr/>	
Total	\$ 90,752

Attachment: b_TBR6-24RW Rehab Scope.r2 (003) (Motion to engage GMC to design Runway 6/24 Rehabilitation)

Exhibit B
Runway 6-24 Rehabilitation (Design)
 Statesboro-Bulloch County Airport (TBR)
 Cost Summary
 9/22/2022 (rev2)

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$7,719	
Direct Cost	\$222	
TOTAL (Lump Sum)		\$7,940

ELEMENT 2. TOPOGRAPHIC SURVEY WORK

Labor Subtotal	\$3,769	
Direct Cost	\$105	
TOTAL (Lump Sum)		\$3,874

ELEMENT 3. GEOTECH INVESTIGATION

Labor Subtotal	\$7,574	
Direct Cost	\$250	
TOTAL (Lump Sum)		\$7,824

ELEMENT 4. CONSTRUCTION PLANS

Labor Subtotal	\$43,456	
Direct Cost	\$263	
TOTAL (Lump Sum)		\$43,718

ELEMENT 5. CONTRACT DOCUMENTS

Labor Subtotal	\$6,417	
Direct Cost	\$100	
TOTAL (Lump Sum)		\$6,517

ELEMENT 6. ENGINEERS/DESIGN REPORT

Labor Subtotal	\$5,542	
Direct Cost	\$100	
TOTAL (Lump Sum)		\$5,642

ELEMENT 7. DBE PLAN

NOT INCLUDED THIS SCOPE

ELEMENT 8. COORDINATION, REVIEW AND COMMENTS

Labor Subtotal	\$6,087	
Direct Cost	\$50	
TOTAL (Lump Sum)		\$6,137

ELEMENT 9. BIDDING

Labor Subtotal	\$8,845	
Direct Cost	\$255	
TOTAL (Lump Sum)		\$9,100

	TOTAL	\$90,752
--	-------	----------

Attachment: Copy of c_TBR6-24RW fees_09222022.r2 (004) (Motion to engage GMC to design Runway 6/24 Rehabilitation)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request: County Manager	Meeting Date: October 4, 2022
---	--------------------------------------

Requested Motion or Item Title:
Motion to enter into an agreement with the Statesboro-Bulloch Chamber of Commerce (subject to final legal review).

Summary / Background Attach Detailed Summary:
Upon adoption of the fiscal year 2023 General Appropriations Budget, the Board of Commissioners resolved to reallocate Hotel-Motel Tax Fund proceeds. Financial Impact: The Hotel-Motel Tax is at 5% before administrative allocation accumulates almost \$30,000 annually. The Statesboro-Bulloch Chamber of Commerce is being allocated 7.5%.

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:
- Jeff Akins Completed 09/28/2022 1:18 PM
 - Cindy Steinmann Pending
 - Kristie King Completed 09/28/2022 1:32 PM
 - Tom Couch Completed 09/29/2022 11:51 AM
 - Board of Commissioners Pending 10/04/2022 5:30 PM

ROY THOMPSON
Chairman
JAPPY STRINGER
Commissioner
WALTER GIBSON
Commissioner
RAY MOSLEY
Commissioner
ROBERT RUSHING
Commissioner
ANTHONY D. SIMMONS
Commissioner
CURT DEAL
Commissioner



THOMAS M. COUCH
County Manager
WHITNEY RICHLANI
Chief Financial Officer
JEFF S. AKINS
Chief Legal Counsel
OLYMPIA GAINES
Clerk of the Board

BULLOCH COUNTY BOARD OF COMMISSIONERS

September 28, 2022

Ms. Jennifer Davis
Statesboro-Bulloch Chamber of Commerce
841 Buckhead Drive, Lot 3
Statesboro, Georgia 30458

Dear Ms. Davis,

This is official notice of the intent of the Bulloch County Board of Commissioners to engage in an agreement with your organization to receive proceeds from the County's hotel-motel tax in consideration for tourism promotion activities.

Please find attached a draft agreement. On Tuesday, October 4, 2022 at its regular meeting, the Board of Commissioners will consider approval of the draft subject to final review of the County Attorney and your organization and/or legal counsel. The agreement would become effective on November 1, 2022, and conclude at the close of June 30, 2023, but would automatically renew subject to having no prior notice of changes in terms and conditions. Initial proceeds collected for the month of October would be forwarded after receipt and processing in November under the authorized allocation.

If you have any questions or concerns, please let me know. Thank you for your consideration.

Sincerely,

Thomas M. Couch
County Manager

Attachment: Notice Letter-Jennifer Davis_Chamber of Commerce (Agreement with Statesboro-Bulloch Chamber of Commerce)

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN THE BULLOCH COUNTY AND THE STATESBORO-BULLOCH
CHAMBER OF COMMERCE**

This agreement is made and entered into by and between the Bulloch County Board of Commissioners, a political subdivision of the State of Georgia (hereinafter the "County"), and the Statesboro-Bulloch Chamber of Commerce, Inc., a Georgia non-profit corporation, (hereinafter the "CHAMBER OF COMMERCE"), for tourism promotion activities as described in this agreement.

WHEREAS, the County has levied a special excise tax upon rooms, lodging and accommodations pursuant to O.C.G.A 48-13-51; and

WHEREAS, the County established a budget process for the purpose of recommending the most appropriate use of the special excise tax funds; and

WHEREAS, the County desires to provide the funds to the CHAMBER OF COMMERCE, to perform the activities described herein;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Work.

To satisfy this agreement, the CHAMBER OF COMMERCE shall provide services which constitute "promoting tourism, conventions and trade shows" as defined in O.C.G.A. 48-13-50 (2) and shall expend funds obtained pursuant to this agreement exclusively for the provision of such services. To further execute these services the CHAMBER OF COMMERCE shall have the authority to enter into subcontracts or other agreements to carry out the terms of this agreement.

Section 2. Compensation.

The County shall provide compensation for the services referenced in Section 1 of this agreement to the CHAMBER OF COMMERCE in the amount of seven and one-half percent (7.5%) of excise taxes collected pursuant to O.C.G.A 48-13-51 after assessment of an administrative fee to be determined annually by the Board of Commissioners. Said funds shall be paid monthly from the receipt of said tax revenue by the County.

Section 3. Term.

This agreement shall commence upon execution by the duly authorized representatives of both parties on the first day of November 2022 and shall terminate at midnight on July 30, 2023. The agreement shall continue from year to year thereafter unless sooner terminated upon thirty (30) days written notice from either party.

Attachment: Agreement-Jennifer Davis_Chamber of Commerce (Agreement with Statesboro-Bulloch Chamber of Commerce)

Section 4. Auditing of Records, Documents and Reports.

The CHAMBER OF COMMERCE shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The County Manager and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the CHAMBER OF COMMERCE with respect to matters covered in this Agreement. Such rights shall last for three (3) years from the date the disbursement is made hereunder.

Section 5. Reporting.

The CHAMBER OF COMMERCE agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 1 of each year. To qualify for annual funding of authorized lodging excise tax proceeds, the Convention and Visitors Bureau shall submit to the County's Chief Budget Officer all information as necessary and timely during the County's fiscal year budget calendar. Failure of the CHAMBER OF COMMERCE to provide any required or requested reports may result in termination of this agreement or subsequent renewals, upon proper notice given by the county.

Section 6. Compliance with Federal, State and Local Laws.

The CHAMBER OF COMMERCE agrees to abide by all applicable federal and state statutes and regulations, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 7. Recapture and Noncompliance.

In the event of a final determination by a court of competent jurisdiction that the CHAMBER OF COMMERCE has failed to expend the special excise tax funds in accordance with state law and this Agreement, the County reserves the right to commence an action against the CHAMBER OF COMMERCE to recover said funds, in addition to all of the County's other available remedies at law.

Section 8. Legal Relations.

Neither the CHAMBER OF COMMERCE, nor any employee, officer, official or volunteer of the CHAMBER OF COMMERCE shall be deemed to be an independent contractor, employee or volunteer of the County. No liability shall attach to the CHAMBER OF COMMERCE or the County by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification.

The CHAMBER OF COMMERCE agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the County harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the CHAMBER OF COMMERCE under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability.

If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Amendment or Modification.

This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall deemed null and void.

Section 12. Notice.

Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by certified mail of the United States Postal Service. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier.

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

Bulloch County Board of Commissioners
c/o County Manager
115 North Main Street
Statesboro, GA 30458

Notices to CHAMBER OF COMMERCE shall be sent to the following address:

Statesboro CHAMBER OF COMMERCE, Inc.

Attachment: Agreement-Jennifer Davis_Chamber of Commerce (Agreement with Statesboro-Bulloch Chamber of Commerce)

c/o Executive Director
841 Buckhead Drive, Lot 3
Statesboro, GA 30458

Section 13. Attorneys' Fees.

In the event that the County is required to institute a lawsuit against the CHAMBER OF COMMERCE to enforce any of the terms of this Agreement and the County prevails in such lawsuit, the CHAMBER OF COMMERCE agrees to reimburse the County for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 14. Entire Agreement.

This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ____ day of _____, 20__.

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

By _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

THE STATESBORO BULLOCH CHAMBER OF COMMERCE, INC.

By _____
Title: _____

Attachment: Agreement-Jennifer Davis_Chamber of Commerce (Agreement with Statesboro-Bulloch Chamber of Commerce)



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
County Manager

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to enter into an agreement with the Statesboro Convention and Visitors Bureau (subject to final legal review).

Summary / Background Attach Detailed Summary:

Upon adoption of the fiscal year 2023 General Appropriations Budget, the Board of Commissioners resolved to reallocate Hotel-Motel Tax Fund proceeds. Financial Impact: The Hotel-Motel Tax at 5% before administrative allocation accumulates almost \$30,000 annually. The Statesboro Convention and Visitors Bureau is being allocated 60.0%.

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

Review:

Jeff Akins Completed 09/29/2022 11:51 AM

Cindy Steinmann Pending

Kristie King Pending

Tom Couch Completed 09/29/2022 11:51 AM

Board of Commissioners Pending 10/04/2022 5:30 PM

ROY THOMPSON
Chairman
JAPPY STRINGER
Commissioner
WALTER GIBSON
Commissioner
RAY MOSLEY
Commissioner
ROBERT RUSHING
Commissioner
ANTHONY D. SIMMONS
Commissioner
CURT DEAL
Commissioner



BULLOCH COUNTY BOARD OF COMMISSIONERS

THOMAS M. COUCH
County Manager
WHITNEY RICHLAND
Chief Financial Officer
JEFF S. AKINS
Chief Legal Counsel
OLYMPIA GAINES
Clerk of the Board

September 22, 2022

Ms. Becky Davis
Statesboro Convention and Visitors Bureau
222 South Main Street
Statesboro, Georgia 30458

Dear Ms. Davis,

This is official notice of the intent of the Bulloch County Board of Commissioners to terminate an existing agreement and put in place a new agreement with your organization to receive proceeds from the County's hotel-motel tax in consideration for tourism promotion activities.

Please find attached a draft agreement. On Tuesday, October 4, 2022 at its regular meeting, the Board of Commissioners will consider approval of the draft subject to final review of the County Attorney and your organization and/or legal counsel. The agreement would become effective on November 1, 2022, and conclude at the close of June 30, 2023, but would automatically renew subject to having no prior notice of changes in terms and conditions. Initial proceeds collected for the month of October would be forwarded after receipt and processing in November under the authorized allocation.

If you have any questions or concerns, please let me know. Thank you for your consideration.

Sincerely,

Thomas M. Couch
County Manager

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN THE BULLOCH COUNTY AND THE STATESBORO-BULLOCH
COUNTY CONVENTION AND VISITORS BUREAU**

This agreement is made and entered into by and between the Bulloch County Board of Commissioners, a political subdivision of the State of Georgia (hereinafter the "County"), and the Statesboro-Bulloch County Convention and Visitors Bureau, Inc., a Georgia non-profit corporation, (hereinafter the "S.C.V.B"), for tourism promotion activities as described in this agreement.

WHEREAS, the County has levied a special excise tax upon rooms, lodging and accommodations pursuant to O.C.G.A 48-13-51; and

WHEREAS, the County established a budget process for the purpose of recommending the most appropriate use of the special excise tax funds; and

WHEREAS, the County desires to provide the funds to the S.C.V.B., to perform the activities described herein;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Work.

To satisfy this agreement, the S.C.V.B. shall provide services which constitute "promoting tourism, conventions and trade shows" as defined in O.C.G.A. 48-13-50 (2) and shall expend funds obtained pursuant to this agreement exclusively for the provision of such services. To further execute these services the S.C.V.B. shall have the authority to enter into subcontracts or other agreements to carry out the terms of this agreement.

Section 2. Compensation.

The County shall provide compensation for the services referenced in Section 1 of this agreement to the S.C.V.B. in the amount of sixty percent (60%) of excise taxes collected pursuant to O.C.G.A 48-13-51 after assessment of an administrative fee to be determined annually by the Board of Commissioners. Said funds shall be paid monthly from the receipt of said tax revenue by the County.

Section 3. Term.

This agreement shall commence upon execution by the duly authorized representatives of both parties on the first day of November 2022 and shall terminate at midnight on June 30, 2023. The agreement shall continue from year to year thereafter unless sooner terminated upon thirty (30) days written notice from either party.

Section 4. Auditing of Records, Documents and Reports.

The S.C.V.B. shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The County Manager and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the S.C.V.B. with respect to matters covered in this Agreement. Such rights shall last for three (3) years from the date the disbursement is made hereunder.

Section 5. Reporting.

The S.C.V.B. agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 1 of each year. To qualify for annual funding of authorized lodging excise tax proceeds, the Convention and Visitors Bureau shall submit to the County's Chief Budget Officer all information as necessary and timely during the County's fiscal year budget calendar. Failure of the S.C.V.B. to provide any required or requested reports may result in termination of this agreement or subsequent renewals, upon proper notice given by the county.

Section 6. Compliance with Federal, State and Local Laws.

The S.C.V.B. agrees to abide by all applicable federal and state statutes and regulations, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 7. Recapture and Noncompliance.

In the event of a final determination by a court of competent jurisdiction that the S.C.V.B. has failed to expend the special excise tax funds in accordance with state law and this Agreement, the County reserves the right to commence an action against the S.C.V.B. to recover said funds, in addition to all of the County's other available remedies at law.

Section 8. Legal Relations.

Neither the S.C.V.B., nor any employee, officer, official or volunteer of the S.C.V.B. shall be deemed to be an independent contractor, employee or volunteer of the County. No liability shall attach to the S.C.V.B. or the County by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification.

The S.C.V.B. agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the County harmless from any such liability. This indemnification clause shall apply to any and all causes of

action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the S.C.V.B. under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability.

If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Amendment or Modification.

This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall deemed null and void.

Section 12. Notice.

Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by certified mail of the United States Postal Service. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier.

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

Bulloch County Board of Commissioners
c/o County Manager
115 North Main Street
Statesboro, GA 30458

Notices to S.C.V.B. shall be sent to the following address:

Statesboro Convention and Visitors Bureau
c/o Executive Director
332 South Main Street
Statesboro, GA 30458

Section 13. Attorneys' Fees.

In the event that the County is required to institute a lawsuit against the S.C.V.B. to enforce any of the terms of this Agreement and the County prevails in such lawsuit, the S.C.V.B. agrees to reimburse the County for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 14. Entire Agreement.

This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ____ day of _____, 20__.

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

By _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

THE STAESBORO CONVENTION AND VISITORS BUREAU, INC.

By _____
Title: _____



**Bulloch County Board of Commissioners
Agenda Item Summary**

Department Making Request:
County Manager

Meeting Date: October 4, 2022

Requested Motion or Item Title:

Motion to enter into an agreement with the Statesboro Arts Council (subject to final legal review).

Summary / Background Attach Detailed Summary:

Upon adoption of the fiscal year 2023 General Appropriations Budget, the Board of Commissioners resolved to reallocate Hotel-Motel Tax Fund proceeds. Financial Impact: The Hotel-Motel Tax at 5% before administrative allocation accumulates almost \$30,000 annually. The Statesboro Arts Council is being allocated 25.0%.

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:

Jeff Akins Pending

Tom Couch Pending

Cindy Steinmann Pending

Kristie King Pending

Board of Commissioners Pending 10/04/2022 5:30 PM

ROY THOMPSON
Chairman
JAPPY STRINGER
Commissioner
WALTER GIBSON
Commissioner
RAY MOSLEY
Commissioner
ROBERT RUSHING
Commissioner
ANTHONY D. SIMMONS
Commissioner
CURT DEAL
Commissioner



BULLOCH COUNTY BOARD OF COMMISSIONERS

THOMAS M. COUCH
County Manager
WHITNEY RICHLAND
Chief Financial Officer
JEFF S. AKINS
Chief Legal Counsel
OLYMPIA GAINES
Clerk of the Board

September 28, 2022

Mr. Rahn Hutcheson
Statesboro Arts Council, Inc. (a/k/a Averitt Center for the Arts)
33 East Main Street
Statesboro, Georgia 30458

Dear Ms. Hutcheson,

This is official notice of the intent of the Bulloch County Board of Commissioners to terminate an existing agreement and put in place a new an agreement with your organization to receive proceeds from the County's hotel-motel tax in consideration for tourism promotion activities.

Please find attached a draft agreement. On Tuesday, October 4, 2022 at its regular meeting, the Board of Commissioners will consider approval of the draft subject to final review of the County Attorney and your organization and/or legal counsel. The agreement would become effective on November 1, 2022, and conclude at the close of June 30, 2023, but would automatically renew subject to having no prior notice of changes in terms and conditions. Initial proceeds collected for the month of October would be forwarded after receipt and processing in November under the authorized allocation.

If you have any questions or concerns, please let me know. Thank you for your consideration.

Sincerely,

Thomas M. Couch
County Manager

Attachment: Notice Letter-Rahn Hutcheson_Statesboro Arts Council, Inc. (Agreement with the Statesboro Arts Council)

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN THE BULLOCH COUNTY AND THE STATESBORO ARTS
COUNCIL, INC.**

This agreement is made and entered into by and between the Bulloch County Board of Commissioners, a political subdivision of the State of Georgia (hereinafter the "County"), and the Statesboro Arts Council, Inc., a Georgia non-profit corporation, (hereinafter the "Arts Council"), for tourism promotion activities as described in this agreement.

WHEREAS, the County has levied a special excise tax upon rooms, lodging and accommodations pursuant to O.C.G.A 48-13-51; and

WHEREAS, the County established a budget process for the purpose of recommending the most appropriate use of the special excise tax funds; and

WHEREAS, the County desires to provide the funds to the ARTS COUNCIL, to perform the activities described herein;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Work.

To satisfy this agreement, the ARTS COUNCIL shall provide services which constitute "promoting tourism, conventions and trade shows" as defined in O.C.G.A. 48-13-50 (2) and shall expend funds obtained pursuant to this agreement exclusively for the provision of such services. To further execute these services the ARTS COUNCIL shall have the authority to enter into subcontracts or other agreements to carry out the terms of this agreement.

Section 2. Compensation.

The County shall provide compensation for the services referenced in Section 1 of this agreement to the ARTS COUNCIL in the amount of twenty-five percent (25%) of excise taxes collected pursuant to O.C.G.A 48-13-51 after assessment of an administrative fee to be determined annually by the Board of Commissioners. Said funds shall be paid monthly from the receipt of said tax revenue by the County.

Section 3. Term.

This agreement shall commence upon execution by the duly authorized representatives of both parties on the first day of November 2022 and shall terminate at midnight on June 30, 2023. The agreement shall continue from year to year thereafter unless sooner terminated upon thirty (30) days written notice from either party.

Section 4. Auditing of Records, Documents and Reports.

The ARTS COUNCIL shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The County Manager and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the ARTS COUNCIL with respect to matters covered in this Agreement. Such rights shall last for three (3) years from the date the disbursement is made hereunder.

Section 5. Reporting.

The ARTS COUNCIL agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 1 of each year. To qualify for annual funding of authorized lodging excise tax proceeds, the Convention and Visitors Bureau shall submit to the County's Chief Budget Officer all information as necessary and timely during the County's fiscal year budget calendar. Failure of the ARTS COUNCIL to provide any required or requested reports may result in termination of this agreement or subsequent renewals, upon proper notice given by the county.

Section 6. Compliance with Federal, State and Local Laws.

The ARTS COUNCIL agrees to abide by all applicable federal and state statutes and regulations, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 7. Recapture and Noncompliance.

In the event of a final determination by a court of competent jurisdiction that the ARTS COUNCIL has failed to expend the special excise tax funds in accordance with state law and this Agreement, the County reserves the right to commence an action against the ARTS COUNCIL to recover said funds, in addition to all of the County's other available remedies at law.

Section 8. Legal Relations.

Neither the ARTS COUNCIL, nor any employee, officer, official or volunteer of the ARTS COUNCIL shall be deemed to be an independent contractor, employee or volunteer of the County. No liability shall attach to the ARTS COUNCIL or the County by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification.

The ARTS COUNCIL agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the County

harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the ARTS COUNCIL under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability.

If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Amendment or Modification.

This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall deemed null and void.

Section 12. Notice.

Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by certified mail of the United States Postal Service. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier.

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

Bulloch County Board of Commissioners
c/o County Manager
115 North Main Street
Statesboro, GA 30458

Notices to ARTS COUNCIL shall be sent to the following address:

Statesboro Arts Council, Inc.
c/o Executive Director
33 East Main Street
Statesboro, GA 30458

Section 13. Attorneys' Fees.

In the event that the County is required to institute a lawsuit against the ARTS COUNCIL to enforce any of the terms of this Agreement and the County prevails in such lawsuit, the ARTS COUNCIL agrees to reimburse the County for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 14. Entire Agreement.

This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ____ day of _____, 20__.

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

By _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

THE STATESBORO ARTS COUNCIL, INC.

By _____
Title: _____

Attachment: Agreement-Rahn Hutcheson_Statesboro Arts Council, Inc. (Agreement with the Statesboro Arts Council)