



BULLOCH COUNTY
BOARD OF COMMISSIONERS
AGENDA • NOVEMBER 15, 2022

Regular Meeting

Honey Bowen Building Multi-Purpose Room

8:30 AM

1 Max Lockwood Drive, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: Vice-Chairman Rushing

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Administrative Specialist Amanda Sullivan

IV. APPROVAL OF ZONING AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing submitted an application to rezone 159 acres from R-40 to R-25 to allow for the development of a single family subdivision. The property is located at 359 Josh Deal Road.
2. Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing submitted an application to rezone 60 acres from R-40 to R-3 to allow for the development of a multi-family residential area. The property is part of a parcel with address of 359 Josh Deal Road.

V. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

VI. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

VII. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Minutes Approval: Tuesday November 1st, 2022 05:30 PM
2. 2544 : Motion to approve purchase for Athletic Field Lighting at Mill Creek Park
3. 2545 : Motion to approve purchase of Rental Lockers for Splash in the Boro Waterpark
4. 2549 : Motion to approve purchase of Image Trend Elite software for Bulloch County EMS

5. 2550 : Motion to enter into an agreement MOU with the Georgia Fire Marshal's Office
6. 2551 : Motion to approve a resolution declaring unserviceable and authorizing sale or disposal of vehicles
7. 2552 : Motion to approve a resolution declaring unserviceable and authorizing transfer of vehicles to Georgia forestry commission.
8. 2553 : Motion to approve a resolution to amend the capital budget for Fiscal Year 2023
9. 2554 : Motion to approve purchase of 20 Self Contained breathing apparatus MES (Airkpak) for Bulloch Fire
10. 2555 : Motion to approve the purchase of Caterpillar Motor Grader and Sloper from Yancey in the amount of \$350,490.00
11. 2556 : Motion to enter into a contract with Gregory Bridge Company, for repairs to the Pulaski Road Bridge at Lott's Creek, in the amount of \$54,550.75, to be funded by TSPLOST
12. 2563 : Motion to approve Forest Heights Country Club #134 License Transfer
13. 2558 : Motion to grant a 2023 alcoholic beverage renewal license for package retail beer and wine sales to certain establishments with a current 2022 license.
14. 2559 : Motion to approve a memorandum of understanding with the City of Statesboro to allow the installation of a bus stop at Health Department

VIII. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al.

IX. EXECUTIVE SESSION (REAL ESTATE AND PERSONNEL)

RESOURCE PERSON/FACILITATOR: Chairman Thompson

X. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson



Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	November 15, 2022 (BOC)
Application #:	RZNE-2022-00050	Application Type:	Rezoning
Request:	Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing have submitted an application to rezone 159 acres from R-25/R-40 (Residential 25,000 sq. ft.) (Residential 40,000 sq. ft.) to R-25 (Residential 25,000 sq. ft.) to allow for the development of a single-family subdivision. The property is located at 359 Josh Deal Rd.		
Final Staff Recommendation:	Staff recommends denial of the request. If approval is granted, the following conditions are recommended.		
Planning and Zoning Recommendation:	Recommends approval with conditions by a 3-2 vote.		

Applicant:	Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing.	Acres in Request:	159
Location:	359 Josh Deal	Existing Lots:	1
Map #:	093 000026 000	Requested Lots:	178
Development Name:		Current Zoning:	R-40
Future Land Use:	Suburban Neighborhood	Requested Zoning:	R-25
Directions to Property:	From Statesboro take GA Highway 67 S., turn right on Josh Deal Rd. Travel 1.2 miles property will be the right side.		

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		

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

Land Use Planning Impact

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for 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: The density that the proposed change in use may injure or detract from existing parcels.

Negative Impact: The level of density proposed with this development is likely to create a negative impact without a plan proffered for mitigation measures.

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	1.14 units per acre		Rural-Neighborhood	1.0 units per acre			
	Gross						
	1.26 units per acre		Suburban-Neighborhood	2.0 units per acre			
		Net					
Density Alternative Analysis							
Zoning	Gross Density:	Net Density:	Estimated Lot Yield:	Lot Max.	Estimated Lot Yield:	Lot Max. Net	Net Lot Yield With 10% Bonus Density
	159 acres ¹	144 acres ²	Gross Density		Density		
AG-5	0.2 units per acre		31		28		30
R-80	0.537 units per acre		86		78		85
R-40	1.088 units per acre		173		156		171
R-25	1.741 units per acre		277		250		275

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.



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Fiscal/Economic Impact

Fiscal Analysis: Using the Envision Tomorrow Regional Fiscal Impact Tool 3.4, and based on 182 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 \$1,293,048 (\$3,025,394 in total expenditures v. \$1,732,345 in total revenues).

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

School Impact

Student Enrollment Created by New Development: School impact is anticipated. A minimum of 123 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 type (Tifton TqA, TqB) and pose few limitations for septic tanks and filters.

Solid Waste Impact

Nearest Existing Solid Waste and Recycling Centers: Langston Chapel Recycling Center

Waste Generation Estimate: 302.25 tons annually.

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

Environmental Impact

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

Stormwater: The impervious surface ratio based on the proposed number of lots and use is expected to be 8-10%.

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, TqB) and poses minimal 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 1,746 trip ends per day.



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Proposed Road Construction in Development: Internal public 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: Josh Deal Road is a local paved road.

Bulloch Transportation Plan Classification for Access Road: Josh Deal Road is a Minor Collector road.

Condition of Access Road: Josh Deal Road is a county maintained paved road in adequate condition.

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, along with a traffic impact study will be required, if approved. A County permit will be required for the subdivision entrances. Cost for improvements will be paid by the developer.

E-911 and Emergency Management Impact

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

Neutral Impact: These services would not be severely impacted.

Law Enforcement Impact

Agency: Bulloch County Sheriff's Department

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

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Law Enforcement (Sheriff)	8.2 miles, 10 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	5.9 miles, 7 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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Bulloch County Departmental Review

Fire (Statesboro Fire Department)	Statesboro 3.1 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)	6 miles, 7 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 (6.8 miles); Brooklet Park (6.5 miles).

NRPA Level of Service – Acreage (9.2 acres per 1,000): Creates 4.3-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 5.5 miles. LOS deficiency is 11.1 miles.

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

Summary of Findings – Final Staff Recommendation

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning		X	
Fiscal-Economic		X	
Schools		X	
Water-Sewer			X
Solid Waste			X
Environmental			X
Traffic and Roads		X	
Emergency Management			X
Law Enforcement		X	
EMS-Fire		X	
Recreation		X	
Total	0	7	4
Local Impact Findings	The rezoning of the 159 acres is likely to have a negative impact on County services		
Regional Impact Findings	N/A		

FINAL STAFF RECOMMENDATION

The subject property appears to be unsuitable for the proposed rezone as the density is likely to create a negative impact without a plan proffered for mitigation measures.

The staff recommends denial of the request.

If approval is granted, the following conditions are recommended.



Bulloch County Departmental Review

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

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	<p>and size of proposed vegetation, as well as identifying the location of existing vegetation to be retained, pursuant to this set of conditions.</p> <ol style="list-style-type: none"> 11. Entrance signs or structures into the development, if constructed, shall have monument-based signs made of brick, stone or decorative masonry with landscaping, consistent with the architectural details and character of the development. Such signs shall not be placed in the right-of-way for Josh Deal Road and shall be so built as to not interfere with sight-triangles at the intersection. 12. Entrance islands and medians, if any, shall be grassed or have non-invasive landscaping. 13. Entrance signs, islands and medians shall be owned by a common interest element. 14. A street buffer is required along Josh Deal Road contiguous to the right of way for the length of the development that is twenty-five feet (25') wide consisting of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper) combined with a dense, compact evergreen planting screen capable of growing to a height of at least eight (8') feet within three (3) years. The buffer shall be maintained by a common interest element as a permanent easement. 15. A linear street tree plan shall be provided for internal subdivision streets that will consist of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper). The shade trees shall have non-invasive root systems to prevent encroachment, damage or disruption to dedicated public sidewalks and curbing. 16. Existing natural buffers of the proposed project may be maintained to satisfy buffer requirements provided the County Development Review Committee determines that it is an appropriate vegetative screen. 17. If existing natural buffers are either cleared or removed in any manner, the developer must demonstrate in the required landscape plan that a continuous landscaped buffer strip exists along the side and rear property lines with a minimum of twenty five (25') feet width consisting of plantings that possess growth characteristics of such a nature as to produce a dense, compact evergreen planting screen capable of growing to a height of at least twelve (12') feet within three (3) years, and shall be properly maintained. 18. Any on-site water supply wells will have an opaque fence or landscaped buffer equal to the height of the structure. 19. All landscaping will be installed prior to any certificate of occupancy being issued.
<p>Access, parking and internal circulation requirements.</p>	<ol style="list-style-type: none"> 20. Ingress/Egress access easement for future road purposes shall be provided to the adjacent property (Parcel # 093 000025B000) in the event that access is required to Josh Deal Road. The easement shall be comprised of a full 60' width and shall be designated for use as a public road. The easement dedication shall be to the benefit of Bulloch County and the HOA with Bulloch County having ultimate authority. This easement shall be provided for on the final plat with a dedication statement of required easements. 21. All units within the development shall have access only to internal roads within the development.

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	<p>22. 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>23. The development shall be required to have two entry/exit points onto Josh Road.</p> <p style="padding-left: 40px;">a. Entry/Exit points shall be located within alignment of subdivision entry/exits opposite Josh Deal Road. County Engineer shall approve final location prior to preliminary plat approval.</p> <p>24. Streets must contain a degree of variation acceptable by AASHTO geometric design standards for a maximum speed of 20 miles per hour; if any street segment has a linear distance greater than 700 feet, developer shall be required to establish a special assessment district for placement of speed tables, speed bumps or other traffic calming devices approved by the county engineer.</p>
<p>Dedications and public improvement requirements.</p>	<p>25. The applicant/developer shall construct a single community water system adequate to serve between R-25 development, if both are approved, and the proposed R-3 development in Application #RZNE 2022-00052.</p> <p>26. The applicant/developer shall install a pedestrian zone or sidewalk system abutting all internal roadways closely adhering to the neighborhood street schematic recommended in the Bulloch County Transportation Plan Sub-Area Study.</p> <p>27. The internal roadway and pedestrian zone/sidewalk system shall be privately owned and maintained by a common interest element until meeting the requirements of Appendix B, Article 6.5. Any proposed future public dedication requires that the sidewalks be in excellent condition as determined by a professional assessment with the cost to be borne by the applicant, developer or common interest element.</p> <p>28. Subdivision entrance signs or structures, if constructed, will be monument-based signs made of brick, stone or decorative masonry with night-time illumination and non-invasive landscaping, consistent with the architectural details and character of the development. These signs will be owned and maintained by a common interest element, and placement shall not interfere with sight triangles at intersections pursuant to AASHTO standards, or be designed to be a roadway hazard.</p> <p>29. 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.</p> <p>30. 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>31. The fire suppression capacity (including FDCs, hydrant placement and fire access lanes) shall be approved upon review and consultation with the Bulloch County Fire Department, the Bulloch County Public Safety Director and their consultant, prior to any approval of a Final Plat.</p> <p>32. Street lighting within the development will only be allowed under a county streetlight special tax district.</p>

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	<p>33. Night-time intersection lighting at primary subdivisions entrances will be required, with the cost for installation and maintenance to be borne by the developer or a common interest element. All lighting must be downcast and not produce glare.</p> <p>34. The applicant/developer shall be responsible for any public dedication or improvements determined by the required special studies or approved by the County.</p>
<p>Studies Required and Surety</p>	<p>35. Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development which shows no adverse impacts to surrounding properties and is subject to approval by the County Engineer.</p> <p>36. In conjunction with submission of the application for a sketch plan, a traffic impact study (completed by a PTOE registered engineer in the state of Georgia). Cost of said study shall be borne by the applicant and shall consist of a scope mutually agreed to by the applicant and County Staff. At a minimum, the study shall evaluate all intersections for the development as well as the terminus intersections at the eastern and western most portions of Josh Deal Road. During the Sketch Plan review, Staff may provide comments on the study for evaluation of mitigation implementations for the applicant to consider and include in a revised study. Any conditions for which the applicant contributes to a lessening of the LOS of the items evaluated, the applicant shall pay a pro rata share of the cost for the improvements and shall pay 100% of the improvements needed to solely serve the development..</p> <p>37. 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>38. Supplemental Surety: The following maintenance for improvements surety shall be required.</p> <ol style="list-style-type: none"> 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. 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. 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. 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.

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	<p>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.</p> <p>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.</p> <p>g. The building and zoning official may require the maintenance bond or letter of credit to be extended to ensure the completion of repairs started but not completed by the sub-divider for a period not to exceed one hundred eighty (180) days.</p> <p>h. Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development subject to the standards of the Georgia Stormwater Management Manual.</p> <p>i. Upon submitting an application for a sketch plan, a traffic impact study according to county policies will be prepared by a certified professional traffic operations engineer with the cost to be borne by the developer. The County may either accept or reject and proposed mitigation measures from the traffic impact study, or impose its own mitigation measures in coordination with the GDOT to include but not be limited to accel decal lanes, signage, intersection lighting, signalization, etc. All such costs for mitigation measures will be borne by the developer.</p> <p>j. 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>
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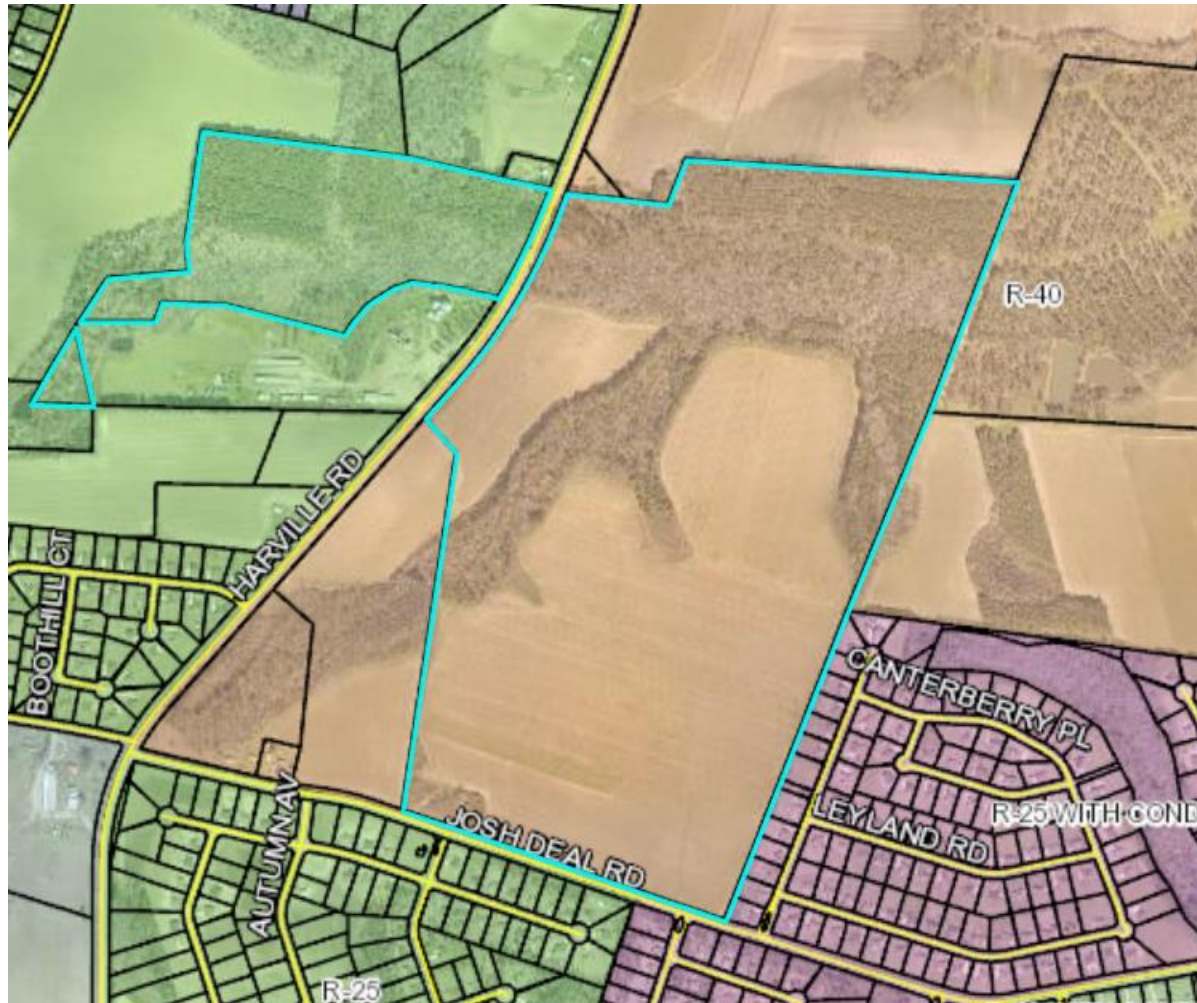
Participants

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



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Existing Zoning Map
Current Parcel Zone: R-40/R-25
Surrounding Parcel Zoning: R-40, R-25 with Conditions, R-25





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Aerial Photo



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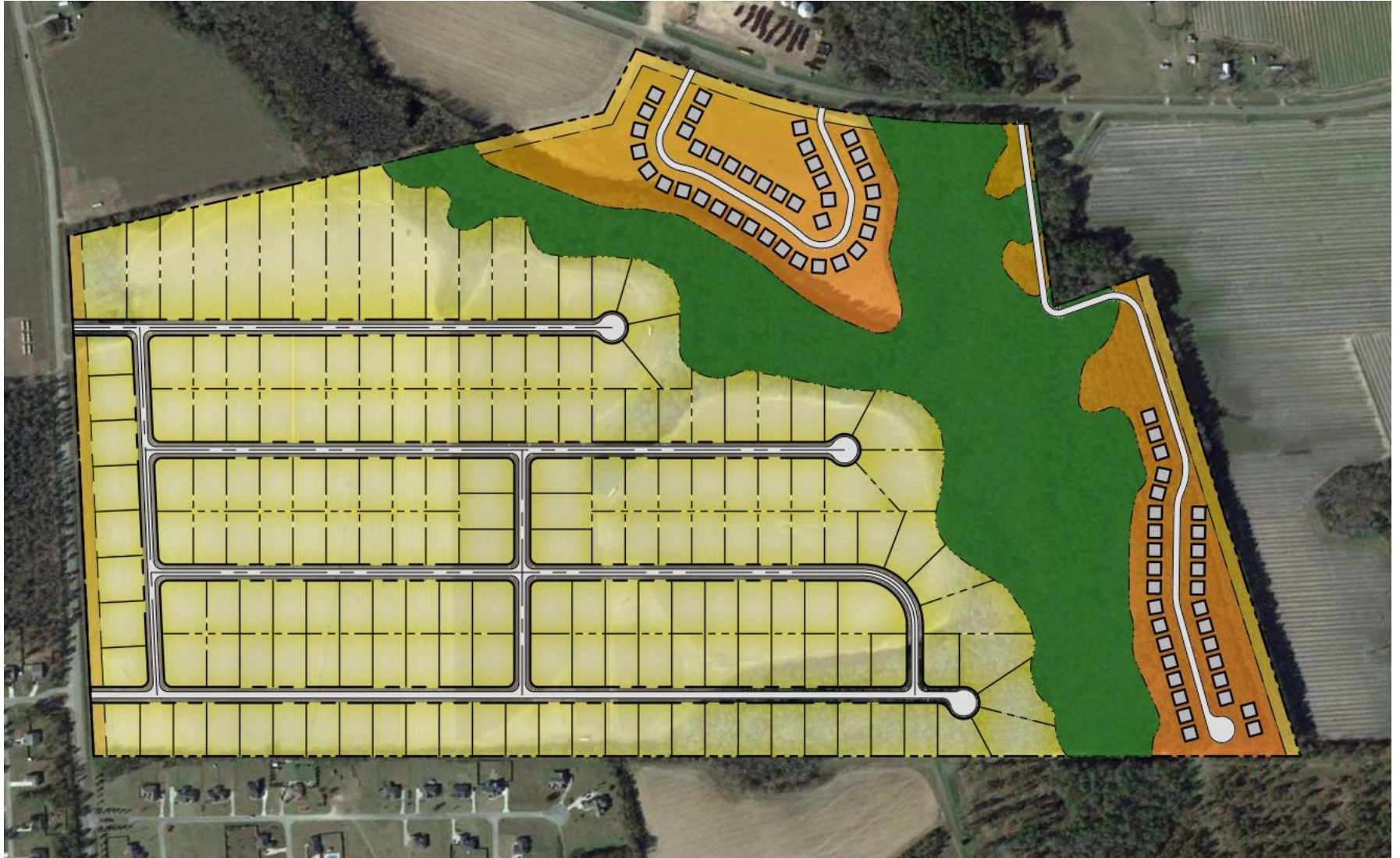
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Proposed Development Plan








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Smart Bulloch 2040 Comprehensive Plan Character Area

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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		
Development Pattern	Transportation	Green Space
		
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. 		

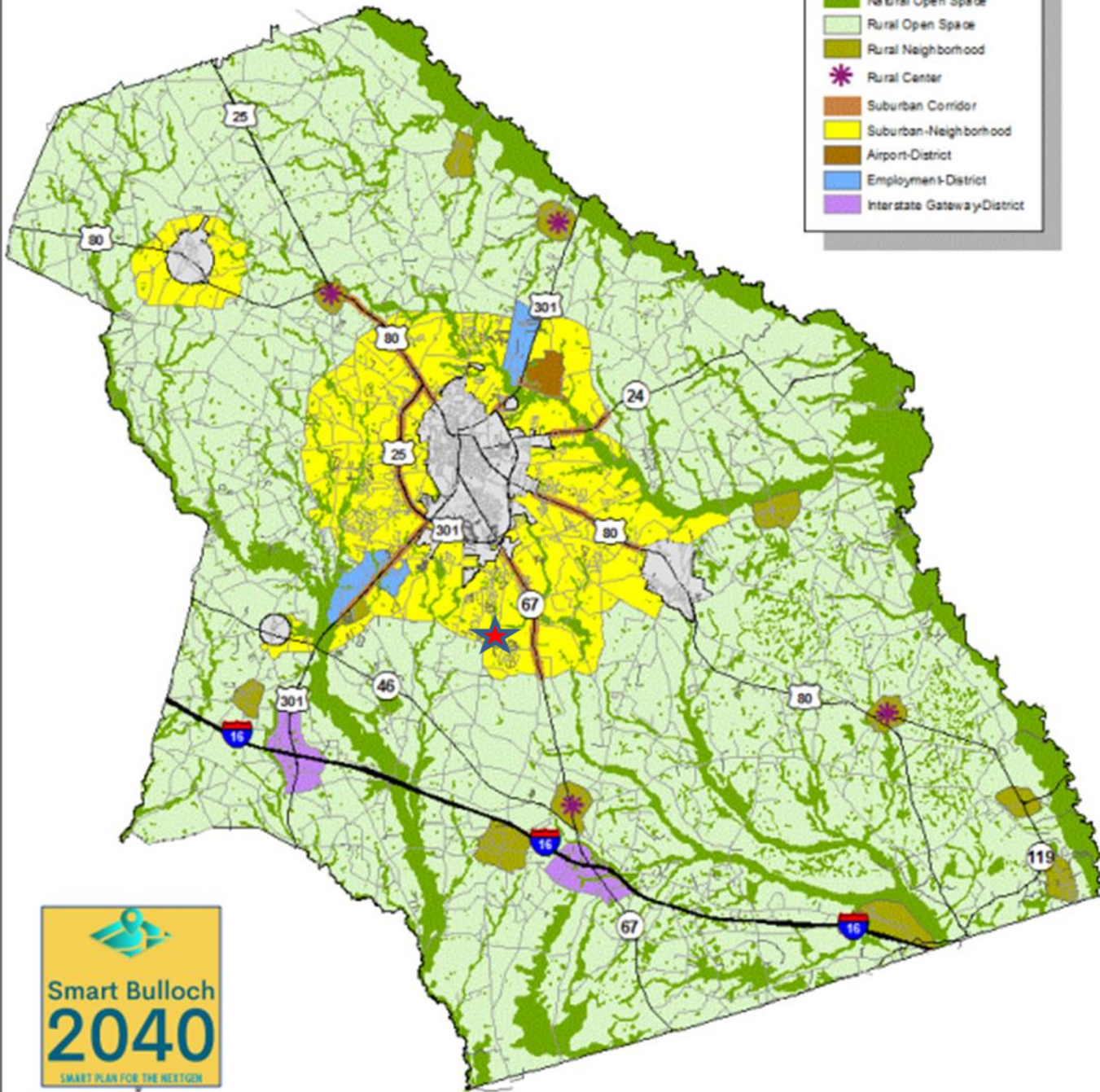


Bulloch County Departmental Review

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

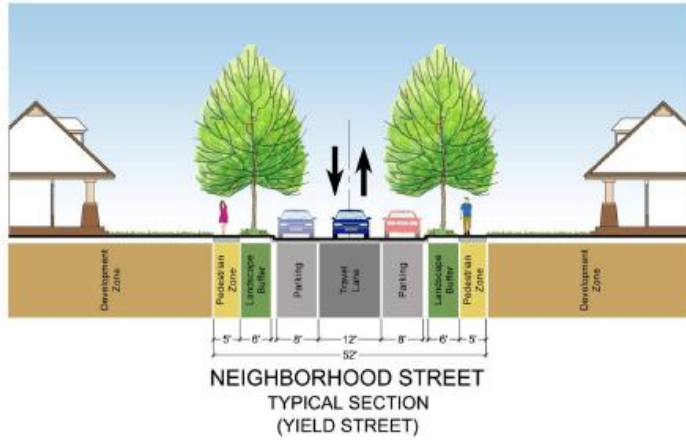
Joint Comprehensive Plan for the Cities of Brooklet, Portal, and Register



Attachment: 2. Hilda Rushing, Virginia Trapnell, Stephen Rushing (Hilda G. Rushing, Virginia R. Trapnell, and Stephen H. Rushing Rezone



Bulloch County Departmental Review



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

Candidate roads: Various – residential development

Conceptual Street Hierarchy – Neighborhood Streets

Bulloch County / City of Statesboro 2035 Long Range Transportation Plan

Figure 6.5





Bulloch County Departmental Review

Agenda Item:	3	Meeting Date:	November 15, 2022 (BOC)
Application #:	RZNE-2022-00052	Application Type:	Rezoning
Request:	Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing have submitted an application to rezone 60 acres from R-40 (Residential 40,000 sq. ft.) to R-3 (Multiple Family Residential 15,000 sq. ft.) to allow for the development of a Multi-family residential area. The property is part of a parcel with the address of 359 Josh Deal Rd.		
Final Staff Recommendation:	Staff recommends a denial of the rezone request. If approval is considered, conditions are recommended in the staff report.		
Planning and Zoning Recommendation:	Recommends denial by a 5-0 vote.		

Applicant:	Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing.	Acres in Request:	60
Location:	Harville RD.	Existing Lots:	1
Map #:	093 000026 000	Requested Lots:	70
Development Name:	UNK.	Current Zoning:	R-40
Future Land Use:	Suburban Neighborhood	Requested Zoning:	R-3
Directions to Property:	From Statesboro take GA Highway 67 S., turn right on Josh Deal Rd. At the stop sign turn right onto Harville Rd. travel approx. .5 miles. Property is located on the right across from the peanut plant		

	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	X		



Bulloch County Departmental Review

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

Land Use Planning Impact

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for 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 have a higher density when compared with the zoning patterns in the nearby area and/or future development map of Bulloch County.

Neighborhood Character: The proposed change may injure or detract from existing parcels is allowed at the proposed density rate.

Negative Impact: The level of density proposed with this development is greater than the character area suggestions for this location according to the present future development map.

Zoning Density Analysis							
Current Density	1.0 units per acre		Future Land Use Map Density (gross)				
			Rural-Open Space		0.2 units per acre		
Proposed Density	1.16 units per acre Gross		Rural-Neighborhood		1.0 units per acre		
	2.1 units per acre Net		Suburban-Neighborhood		2.0 units per acre		
Density Alternative Analysis							
Zoning	Gross Density: 60 acres ¹	Net Density: 32 acres ²	Estimated Yield: Gross Density	Lot Max.	Estimated Yield: Density	Lot Net	Net Lot Yield With 10% Bonus Density
AG-5	0.18 units per acre		12		6		6
R-80	0.531 units per acre		32		17		18
R-40	1.062 units per acre		65		34		37
R-25	1.718 units per acre		104		55		60
R-3	2.1 units per acre		174		92		101



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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 70 multi-family housing units (4 persons per unit) valued at \$250,000 per structure, it is estimated that after a 7-year build out public expenditures will exceed revenues by \$2,250,332 (\$5,051,575 in total expenditures v. \$2,801,243 in total revenues).

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

School Impact

Student Enrollment Created by New Development: School impact is anticipated. A minimum of 123 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 type (Tifton TqA, TqB) and pose few limitations for septic tanks and filters.

Solid Waste Impact

Nearest Existing Solid Waste and Recycling Centers: Langston Chapel Recycling Center

Waste Generation Estimate: 302.25 tons annually.

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

Environmental Impact

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

Stormwater: The impervious surface ratio based on the proposed number of lots and use is expected to be 8-10%.

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, TqB) and poses minimal 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.



Bulloch County Departmental Review

Traffic and Road Infrastructure Impact

ITE Trip Generation Rate: 9.4 per household or 658 trip ends per day.

Proposed Road Construction in Development: Internal public 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: Harville Road is a local paved road.

Bulloch Transportation Plan Classification for Access Road: Harville Road is a Major Collector Road.

Condition of Access Road: Harville Road is a county maintained paved road in good condition.

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, along with a traffic impact study will be required, if approved. A County permit will be required for the subdivision entrances. Cost for improvements will be paid by the developer.

E-911 and Emergency Management Impact

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

Neutral Impact: These services would not be severely impacted.

Law Enforcement Impact

Agency: Bulloch County Sheriff's Department

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

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Law Enforcement (Sheriff)	8.2 miles, 10 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	5.9 miles, 7 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.



Bulloch County Departmental Review

EMS and Fire Service Impact

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Statesboro Fire Department)	Statesboro 3.1 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)	6 miles, 7 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: Nevil's Park (7.8 miles); Brooklet Park (6.5 miles).

NRPA Level of Service – Acreage (9.2 acres per 1,000): Creates 4.3-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 5.5 miles. LOS deficiency is 11.1 miles.

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

Summary of Findings – Final Staff Recommendation

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning		X	
Fiscal-Economic		X	
Schools		X	
Water-Sewer			X
Solid Waste			X
Environmental			X
Traffic and Roads		X	
Emergency Management			X
Law Enforcement		X	
EMS-Fire		X	
Recreation		X	
Total	0	7	4
Local Impact Findings	The rezoning of the 60 acres is likely to have a negative impact on County services		
Regional Impact Findings	N/A		



Bulloch County Departmental Review

FINAL STAFF RECOMMENDATION

The subject property appears to be unsuitable for the proposed rezone as the density is likely to create a negative impact without a plan proffered for mitigation measures.

The staff recommends denial of the request.

If approval is granted, the following conditions are recommended.

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



Bulloch County Departmental Review

	<p>interfere with sight distances or traffic circulation. The location will be owned, maintained by the applicant/developer or a common interest element.</p> <p>8. Motif street signage is permitted provided that all lettering, directional and safety attributes on the signs meet MUTCD requirements. The motif shall be consistent with architectural details and character of the development.</p> <p>9. All residential driveways shall be paved.</p>
<p>Landscape, buffering and signage requirements.</p>	<p>10. To ensure the proper placement of suitable materials and subject to the approval of the County Development Review Committee, the applicant/developer shall provide a Master Landscaping Plan (MLP) for all buffered areas and where other landscaping requirements apply, prepared by a registered landscape architect, which specifies the type and size of proposed vegetation, as well as identifying the location of existing vegetation to be retained, pursuant to this set of conditions.</p> <p>11. Entrance signs or structures into the development, if constructed, shall have monument-based signs made of brick, stone or decorative masonry with landscaping, consistent with the architectural details and character of the development. Such signs shall not be placed in the right-of-way for Harville Road and shall be so built as to not interfere with sight-triangles at the intersection.</p> <p>12. Entrance islands and medians, if any, shall be grassed or have non-invasive landscaping.</p> <p>13. Entrance signs, islands and medians shall be owned by a common interest element.</p> <p>14. A street buffer is required along Harville Road contiguous to the right of way for the length of the development that is twenty-five feet (25') wide consisting of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper) combined with a dense, compact evergreen planting screen capable of growing to a height of at least eight (8') feet within three (3) years. The buffer shall be maintained by a common interest element as a permanent easement.</p> <p>15. A linear street tree plan shall be provided for internal subdivision streets that will consist of multi-species shade trees spaced no less than seventy-five (75') feet apart (minimum three-inch caliper). The shade trees shall have non-invasive root systems to prevent encroachment, damage or disruption to dedicated public sidewalks and curbing.</p> <p>16. Existing natural buffers of the proposed project may be maintained to satisfy buffer requirements provided the County Development Review Committee determines that it is an appropriate vegetative screen.</p> <p>17. If existing natural buffers are either cleared or removed in any manner, the developer must demonstrate in the required landscape plan that a continuous landscaped buffer strip exists along the side</p>

Attachment: 3. Hilda Rushing, Virginia Trapnell, Stephen Rushing (Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing Rezone



Bulloch County Departmental Review

	<p>and rear property lines with a minimum of twenty five (25') feet width consisting of plantings that possess growth characteristics of such a nature as to produce a dense, compact evergreen planting screen capable of growing to a height of at least twelve (12') feet within three (3) years, and shall be properly maintained.</p> <p>18. Any on-site water supply wells will have an opaque fence or landscaped buffer equal to the height of the structure.</p> <p>19. All landscaping will be installed prior to any certificate of occupancy being issued.</p>
<p>Access, parking and internal circulation requirements.</p>	<p>20. Ingress/Egress access easement for future road purposes shall be provided to the adjacent property (Parcel # 093 000025B000) in the event that access is required to Josh Deal Road. The easement shall be comprised of a full 60' width and shall be designated for use as a public road. The easement dedication shall be to the benefit of Bulloch County and the HOA with Bulloch County having ultimate authority. This easement shall be provided for on the final plat with a dedication statement of required easements.</p> <p>21. All units within the development shall have access only to internal roads within the development.</p> <p>22. 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>23. The development shall be required to have two entry/exit points onto Harville Road.</p> <p> a. Final locations of Entry/Exit points shall be approved by the County Engineer prior to preliminary plat approval</p> <p>24. Streets must contain a degree of variation acceptable by AASHTO geometric design standards for a maximum speed of 20 miles per hour; if any street segment has a linear distance greater than 700 feet, developer shall be required to establish a special assessment district for placement of speed tables, speed bumps or other traffic calming devices approved by the county engineer.</p>
<p>Dedications and public improvement requirements.</p>	<p>25. The applicant/developer shall construct a single community water system adequate to serve between R-3 development, if both are approved, and the proposed R-25 development in Application #RZNE 2022-00050.</p> <p>26. The applicant/developer shall install a pedestrian zone or sidewalk system abutting all internal roadways closely adhering to the neighborhood street schematic recommended in the Bulloch County Transportation Plan Sub-Area Study.</p> <p>27. The internal roadway and pedestrian zone/sidewalk system shall be privately owned and maintained by a common interest element until meeting the requirements of Appendix B, Article 6.5. Any proposed future public dedication requires that the sidewalks be in excellent condition as determined by a professional assessment with the cost to be borne by the applicant, developer or common interest element.</p>

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Bulloch County Departmental Review

	<p>28. Subdivision entrance signs or structures, if constructed, will be monument-based signs made of brick, stone or decorative masonry with night-time illumination and non-invasive landscaping, consistent with the architectural details and character of the development. These signs will be owned and maintained by a common interest element, and placement shall not interfere with sight triangles at intersections pursuant to AASHTO standards, or be designed to be a roadway hazard.</p> <p>29. 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.</p> <p>30. 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>31. The fire suppression capacity (including FDCs, hydrant placement and fire access lanes) shall be approved upon review and consultation with the Bulloch County Fire Department, the Bulloch County Public Safety Director and their consultant, prior to any approval of a Final Plat.</p> <p>32. Street lighting within the development will only be allowed under a county streetlight special tax district.</p> <p>33. Night-time intersection lighting at primary subdivisions entrances will be required, with the cost for installation and maintenance to be borne by the developer or a common interest element. All lighting must be downcast and not produce glare.</p> <p>34. The applicant/developer shall be responsible for any public dedication or improvements determined by the required special studies or approved by the County.</p>
<p>Studies Required and Surety</p>	<p>35. Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development which shows no adverse impacts to surrounding properties and is subject to approval by the County Engineer.</p> <p>36. In conjunction with submission of the application for a sketch plan, a traffic impact study (completed by a PTOE registered engineer in the state of Georgia). Cost of said study shall be borne by the applicant and shall consist of a scope mutually agreed to by the applicant and County Staff. At a minimum, the study shall evaluate all intersections for the development as well as the terminus intersections at the eastern and western most portions of Josh Deal Road. During the Sketch Plan review, Staff may provide comments on the study for evaluation of mitigation implementations for the applicant to consider and include in a revised study. Any conditions for which the applicant contributes to a lessening of the LOS of the items evaluated, the applicant shall pay a pro rata share of the cost for the improvements</p>

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Bulloch County Departmental Review

	<p>and shall pay 100% of the improvements needed to solely serve the development.</p> <p>37. 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>38. Supplemental Surety: The following maintenance for improvements surety shall be required.</p> <ol 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 started but not completed by the sub-divider for a period not to exceed one hundred eighty (180) days. h. Thirty (30) days prior to applying to the County for a Preliminary Subdivision Plat the applicant/developer shall perform and submit the results of a Hydrologic Analysis conforming to an overall Stormwater Management Plan for the entire development subject to the standards of the Georgia Stormwater Management Manual. i. Upon submitting an application for a sketch plan, a traffic impact study according to county policies will be prepared by a certified professional traffic operations engineer with the cost to be borne by the developer. The County may either accept or reject and proposed
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Bulloch County Departmental Review

	<p>mitigation measures from the traffic impact study, or impose its own mitigation measures in coordination with the GDOT to include but not be limited to accel decal lanes, signage, intersection lighting, signalization, etc. All such costs for mitigation measures will be borne by the developer.</p> <p>j. 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>
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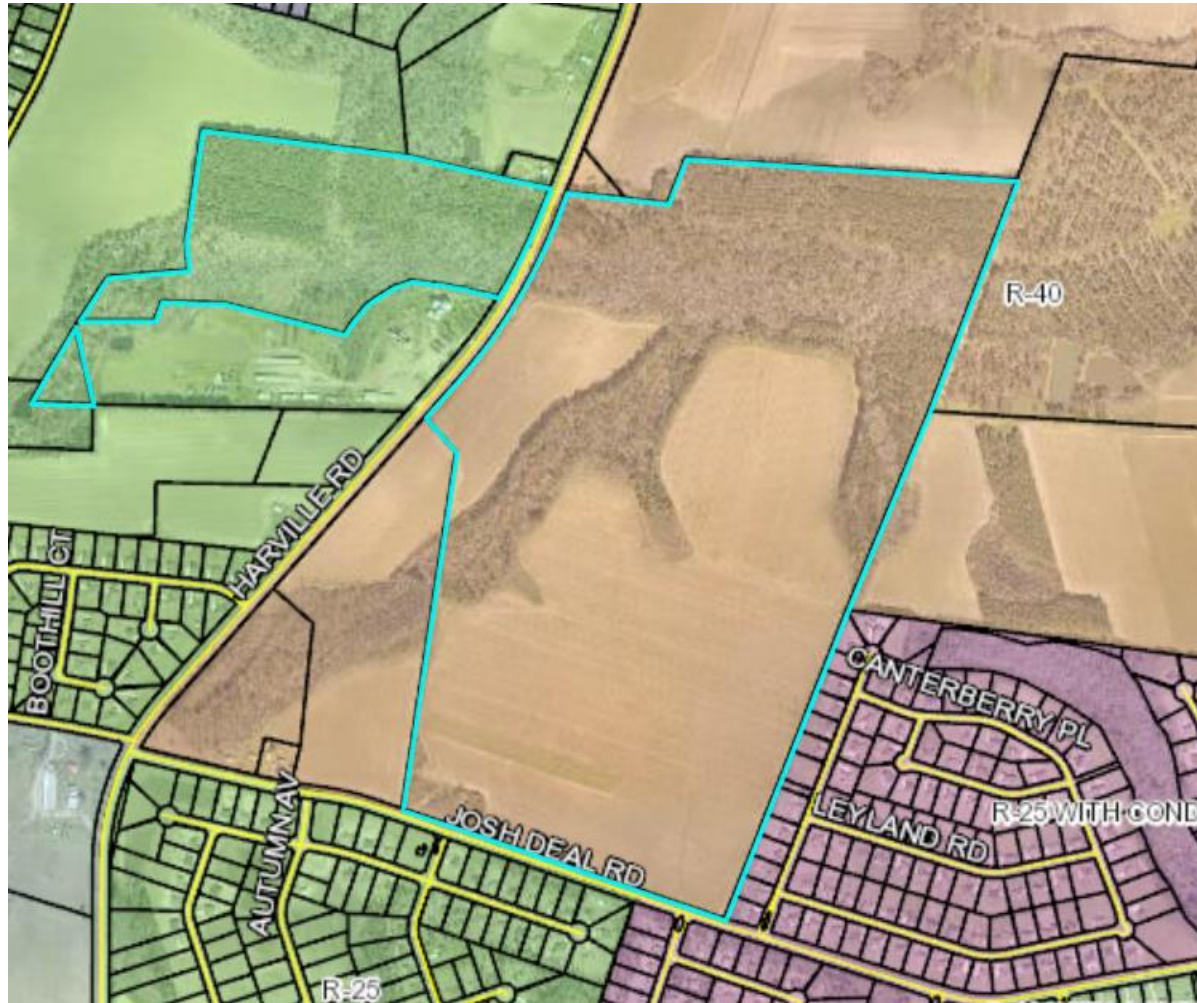
Participants

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: R-40/R-25
Surrounding Parcel Zoning: R-40, R-25 with Conditions, R-25





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Aerial Photo



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R-3 Orange and Green area.



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North



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East



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South



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West



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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		
Development Pattern	Transportation	Green Space
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: 3. Hilda Rushing, Virginia Trapnell, Stephen Rushing (Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing Rezone

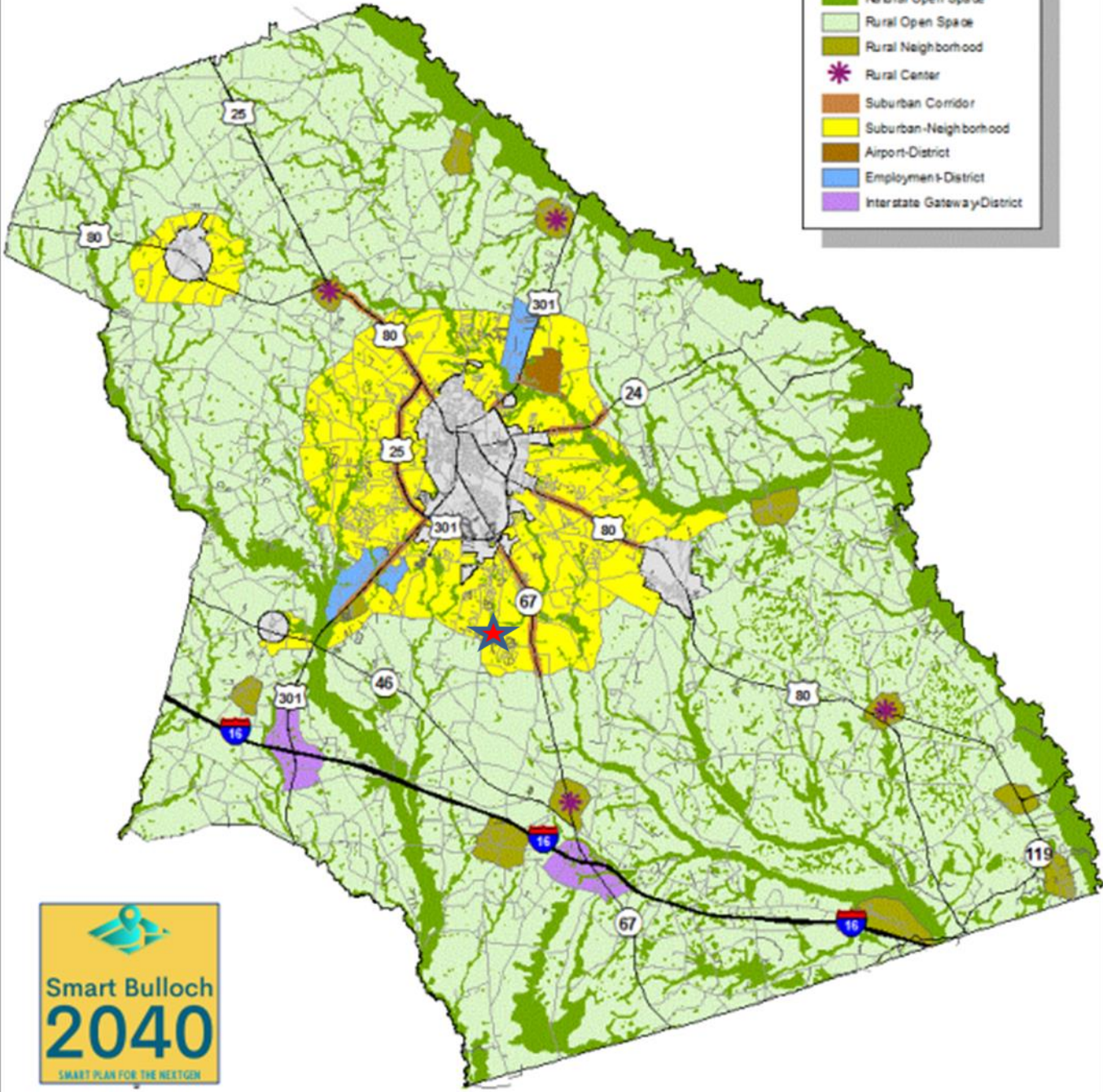


Bulloch County Departmental Review

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



0 1.25 2.5 5 Miles

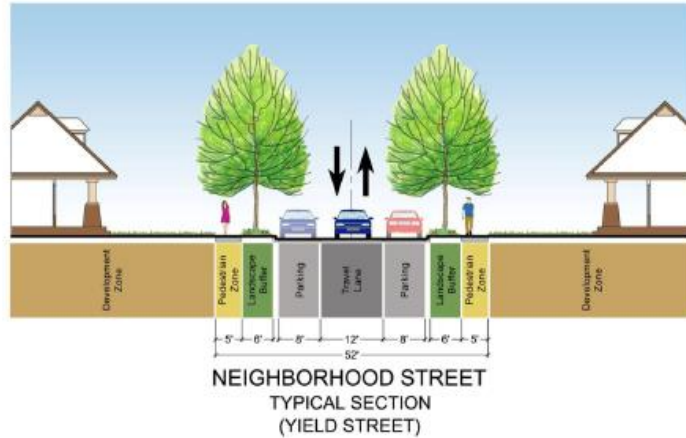
Bulloch County Comprehensive Plan

Joint Comprehensive Plan for the Cities of Brooklet, Portal, and R...

Attachment: 3. Hilda Rushing, Virginia Trapnell, Stephen Rushing (Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing Rezone



Bulloch County Departmental Review



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

Candidate roads: Various – residential development

Conceptual Street Hierarchy – Neighborhood Streets

Bulloch County / City of Statesboro 2035 Long Range Transportation Plan

Figure 6.5



Attachment: 3. Hilda Rushing, Virginia Trapnell, Stephen Rushing (Hilda G. Rushing, Virginia R. Trapnell



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • NOVEMBER 1, 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

Chairman Thompson welcomed guests and called the meeting to order.

II. INVOCATION AND PLEDGE

Commissioner Curt Deal gave the invocation and pledge.

III. ROLL CALL

Administrative Specialist Amanda Sullivan 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	Present	
Walter Gibson	Commissioner	Present	
Jappy Stringer	Commissioner	Present	
Timmy Rushing	Vice-Chairman	Present	

The following staff were present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, County Attorney Jeff Akins, Planning and Development Director James Pope, Public Works Director Dink Butler, Public Safety Director Ted Wynn, Statesboro - Bulloch Parks and Recreation Director Eddie Cannon, Community Relations Manager Broni Gainous, County Engineer Brad Deal, EMS Director Doug Vickers, Deputy EMS Director Brian Hendrix, Chief Financial Officer Kristie King, Tax Commissioner Leslie Akins, Magistrate Court Judge June Braswell, Probate Court Judge Lorna Deloach, Sheriff Marcus Nesmith, Captain Ben Lienhard.

IV. APPROVAL OF GENERAL AGENDA AND ZONING AGENDA

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

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

Minutes Acceptance: Minutes of Nov 1, 2022 5:30 PM (Consent Agenda)

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

V. NEW BUSINESS

- 1. Discussion and/or Action: To amend the County's retirement plan

A motion was made to approve changing the County's retirement plan from a defined contribution plan to a defined benefit plan.

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

VI. PRESENTATION- HOSPITAL AUTHORITY ANNUAL REPORT

Hospital Authority Board Chairman Mike Anderson presented the county with a check and introduced members of the board.

Mr. Anderson presented the Annual Report for the Fiscal year ending September 30, 2022, to the Board of Commissioners. (See Exhibit #2022-254) He stated that in 1996 the hospital was sold, and after liquidation, the Hospital Authority account was assigned 35 million dollars to invest. Over the years since then 34 million dollars was distributed to assist Bulloch County taxpayers with relief for property taxes and \$4 million has helped local entities with grant funding for the healthcare needs of individuals. The total they have given back since 1996 is over \$38 million and he states that the Hospital Authority still has \$57 million to invest and to continue to grow. Mr. Anderson presented the County with a check in the amount of \$1,049,911.24 to help offset property taxes for residents.

VII. ZONING

- 1. Chairman Thompson called for a motion to approve the Zoning Agenda as presented.

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

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

- 2. John Irvine Hagan submitted an application to rezone 60 acres from AG-5 to R-25 to allow for the development of a single-family subdivision. The property is located at 200 Emerald Drive.

Planning and Development Director James Pope stated an application was submitted by John Irvine Hagan to rezone 60 acres from AG-5 to R-25 to allow for the development of a single-family subdivision. The property is located at 200 Emerald Drive, parcel number 196 000031 000. The client is requesting 92 lots to be added to River Bluff Subdivision making the total 195 lots after the addition to phases 6 & 7. There were three people

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signed up to speak on the request (See Exhibit #2022-255) but chose not to comment. James Anderson acted as agent.

Attorney Steve Rushing is representing John Irvine Hagan property owner and Robert Bell Jr. the developer of the subject property. Robbie Bell and Dixie Hagan signed up to speak but did not comment.

A motion was called to accept the zoning request for forty-one of the conditions with two knockdown gates.

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

- 3. Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing submitted an application to rezone 159 acres from R-25/R-40 to R-25 to allow for the development of a single family subdivision. The property is located at 359 Josh Deal Road.

Planning and Development Director James Pope stated an application was submitted by Hilda G. Rushing, Virginia R. Trapnell, and Stephen H. Rushing to rezone 159 acres presently R-40 to R-25 with 25,000 square foot minimum lots seeking to develop 178 lots to allow for the development of a single-family subdivision. The property is located at 359 Josh Deal Road, parcel number 093 000026 000. The planning and zoning staff recommends approval with conditions by a 3-0 vote. There were four people signed up to speak. (See Exhibit # 2022-256). C.J. Chance with Hussey Gay Bell is the acting agent for the subject property.

Mr. Chance states that the 182 lots they are proposing to build are below the Density Analysis allowances. Mr. Chance does not agree with all the requested conditions.

Franklin Lamb spoke in opposition to the request with concerns regarding the intersection of Josh Deal Road, Golf Club Road, and Harville Road claiming the curve there is dangerous and any added traffic will elevate traffic incidents. He announces that he is not opposed to progress and growth but questions the risk and safety of over-developing this area.

Hilda Rushing and Steve Rushing were signed up to speak but chose not to comment.

After some discussion, a motion was made to defer consideration of the application until the next regular meeting of the Board of Commissioners on November 15, 2022, at 8:30 a.m.

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

- 4. Hilda G. Rushing, Virginia R. Trapnell and Stephen H. Rushing submitted an application to rezone 60 acres from R-40 to R-3 to allow for the development of a multi-family residential area. The property is part of a parcel with address of 359 Josh Deal Road.

Planning and Development Director James Pope stated an application was submitted by Hilda G. Rushing, Virginia R. Trapnell, and Stephen H. Rushing to rezone 60 acres from R-40 to R-3 multiple family residential with 15,000 square foot lot minimum to allow 70 lots for the development of a multi-family residential area. The property is part of a parcel with the address of 359 Josh Deal Road parcel number 093 000026 000. The planning and zoning staff recommends denial of the request. There were six people signed up to speak on the

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request (See Exhibit # 2022-257). C.J. Chance with Hussey Gay Bell is the acting agent for the subject property.

Ed Mondor expressed his opposition to the request due to the surrounding area not being conducive to multi-family housing. He has concerns with the neighboring business and the amount of added traffic to the area.

Franklin Lamb expressed his opposition to the request due to his concern about the amount of existing traffic congestion.

Hilda Rushing, Jeff Lanier, and Steve Rushing were signed up but did not comment.

Mr. Chance stated that to address the traffic concerns he will have a traffic study performed.

A motion was made to defer consideration of the application until the next regular meeting of the Board of Commissioners on November 15, 2022, at 8:30 a.m.

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

- 5. Williams Family Limited Partnership submitted a request for a condition modification to the conditions approved by the Board of Commissioners on June 1, 2021. The request is to modify condition #7 landscape buffer requirements. The property is located at 578 Williams Road.

Planning and Development Director James Pope stated a condition modification request was submitted for conditions that were approved by the Board of Commissioners on June 1, 2021. The request is to modify condition # 7 landscape buffer requirements. The property is located at 578 Williams Road, parcel number MS29000002 000. The developer is asking to waive the buffer requirements. There was no one signed up to speak (See Exhibit # 2022-258) Charles Brock of the Norinco Company is the project superintendent of the solar farm development site and the acting as an agent for subject property.

Mr. Brock is requesting that they not be required to provide a landscape buffer on the sides that are adjacent to the Williams property.

County Manager Thomas Couch states that it is in the best interest of the community for future development concerns to keep the landscape buffer.

A motion was made to deny the request to modify conditions.

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

- 6. BFS Ventures, LLC submitted an application to rezone 4.9 acres of a 8.5 acre parcel from AG-5 to R-80 to divide the property into two lots.

Planning and Development Director James Pope stated an application was submitted by BFS Ventures, LLC. to rezone 4.9 acres of an 8.5 acre from AG-5 to R-80 to divide the property into three lots. The parcel is on Simons Road and Miller Street, Parcel number is MS17-000005-005. The planning and zoning staff recommends approval with conditions by a 5-0 vote. There was no one signed up to speak (See Exhibit # 2022-259) John

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Dotson is the acting agent.

Mr. Dotson states that the requested condition of the 30-foot strip on Miller Street has been approved by BFS Ventures, LLC.

A motion was made to approve the rezoning of the subject property from AG- to R-80 with conditions.

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

- 7. Moffat Properties submitted an application for a conditional use to allow a commercial and industrial machinery and equipment (except automotive and electronic) sales, repair, and maintenance to be located in an HC zone. The property is located at 12130 US Hwy. 301 South.

Planning and Development Director James Pope stated an application was submitted by Moffat Properties for conditional use to allow commercial and industrial machinery and equipment (except automotive and electronic) sales, repair, and maintenance to be located in an HC zone. The property is located at 12130 US Hwy. 301 South, parcel number MS 43 000008 000. There was no one signed up to speak (See Exhibit # 2022-260). The planning and zoning staff recommends approval with conditions by a 5-0 vote. Ethan Rogers is acting as agent.

Mr. Rogers the pre-construction manager of Sunbelt Rentals the proposed business that will be taking over said property. He states that the property will be used for equipment rental. He states that Moffatt Properties has no objection to all thirteen of the conditions.

A motion was made to approve a conditional use to allow commercial and industrial machinery and equipment (except automotive and electronic) sales, repair, and maintenance with conditions.

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

- 8. The Development Authority of Bulloch County submitted an application to rezone 51.97 acres from HC to LI to allow the development of a manufacturing facility. The property is located on US Hwy. 301 South, 1.3 miles north of the Interstate-16 interchange.

Planning and Development Director James Pope stated an application was submitted by The Development Authority of Bulloch County to rezone 51.97 acres from HC to LI to allow the development of a manufacturing facility. The property is located on US Hwy. 301 South, 1.3 miles north of the Interstate-16 interchange, parcel number 049 000022 000. There was no one signed up to speak (See Exhibit # 2022-261). The planning and zoning staff recommends approval with conditions by a 5-0 vote. Steve Rushing is acting as agent.

Mr. Rushing agrees to all of the conditions and even offers an extensive buffer around the property.

Commissioner Curt Deal recused himself and abstained from voting.

A motion was made to approve the rezoning of the subject property from HC to LI with conditions.

Minutes Acceptance: Minutes of Nov 1, 2022 5:30 PM (Consent Agenda)

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

- 9. The Development Authority of Bulloch County submitted an application to rezone 52.72 acres from HC to LI to allow the development of a manufacturing facility. The property is located on US Hwy. 301 South, 1.3 miles north of the Interstate-16 interchange.

Planning and Development Director James Pope stated an application was submitted by The Development Authority of Bulloch County to rezone 52.72 acres from HC to LI to allow the development of a manufacturing facility. The property is located on US Hwy. 301 South, 1.3 miles north of the Interstate-16 interchange, parcel numbers 049 000019A 000 and 049 000019 000. There was no one signed up to speak (See Exhibit # 2022-262). The planning and zoning staff recommends approval with conditions by a 5-0 vote. Steve Rushing is acting as agent.

Mr. Rushing agrees to all of the conditions.

Commissioner Curt Deal recused himself and abstained from voting.

A motion was made to approve the rezoning of the subject property from HC to LI with conditions.

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

- 10. James Anderson submitted an application for a conditional use to allow a contractor to be located in a HC zone. The property is located at 12114 US Hwy. 301 South.

Planning and Development Director James Pope stated an application was submitted by James Anderson for a conditional use to allow a contractor to be located in an HC zone. The property is located at 12114 US Hwy. 301 South, parcel number MS43000005 000. The planning and zoning staff recommends approval with conditions by a 5-0 vote. There was no one signed up to speak (See #2022-263). John Dotson is acting as agent.

Mr. Dotson requests that the conditions be modified to allow for maintenance to be done in the rear of the building within the enclosed fenced-in area.

After some discussion with County Manager Thomas Couch, the requested terms were approved.

A motion was made to approve a conditional use to allow a contractor with conditions.

Minutes Acceptance: Minutes of Nov 1, 2022 5:30 PM (Consent Agenda)

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

VIII. PUBLIC HEARING- COMPREHENSIVE PLAN AMENDMENTS

Chairman Thompson stated that a motion was needed to enter into the Public Hearing for the Comprehensive Plan Amendments.

1. A motion was made to enter into the Public Hearing for the Comprehensive Plan Amendments.

There was no one signed up to speak at the Public Hearing for the comprehensive plan amendments (See Exhibit #2022-264).

County Manager Thomas Couch presented the 2022 comprehensive plan amendments for the second of three proposed public hearings, regarding the future development map. From Mud Road to Brooklet Denmark Road to I-16 there is expected to have significant supplier employment, the Hyundai plant is anticipated to be open by January 2025. Countywide expectations of growth will result from the Hyundai opening. Hyundai will influence future development by focusing on land use, housing, and infrastructure. A five-year update will be addressed in 2024. He states that progress is being made, long-range transportation plans, and land use have importance. Planning and Zoning will be very busy in the foreseeable future.

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

2. A motion was made to close the public hearing.

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

IX. PUBLIC COMMENTS

1. Chairman Thompson called for public comments from the audience.

Marcus Toole was the only person signed up to speak (See Exhibit #2022-265).

Mr. Toole discussed concerns with current road paving policies.

X. CONSENT AGENDA

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

Minutes Acceptance: Minutes of Nov 1, 2022 5:30 PM (Consent Agenda)

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

1. Minutes Approval: Tuesday October 18th, 2022 08:30 AM

2. 2512 : Approve an amendment to the Bulloch County Service Delivery Strategy by the City of Brooklet

A motion was made to approve the amendment to the Bulloch County Service Delivery Strategy by the City of Brooklet (See Exhibit # 2022-266).

3. 2522 : Approve a resolution for a Streetlight Tax District for Broadmoor Estates.

A motion was made to approve a resolution for a Streetlight Tax District for Broadmoor Estates (See Exhibit #2022-267).

4. 2517: Approve the reappointment for Cathy Shiver to the Health Board to serve term beginning January 1, 2023 and ending December 31, 2029.

A motion was made to approve the reappointment of Cathy Shiver to the Health Board to serve a term beginning January 1, 2023, and ending December 31, 2029.

5. 2518: Approve the appointment for Catherine Hendrix to the Health Board to fill the unexpired term of Mary Woods to serve a term beginning January 1, 2023 and ending December 31, 2028.

A motion was made to approve the appointment of Catherine Hendrix to the Health Board to fill the unexpired term of Mary Woods to serve a term beginning January 1, 2023, and ending December 31, 2028.

6. 2519: Approve a resolution authorizing the acceptance of roads in Eagle Village Estates.

A motion was made to approve a resolution authorizing the acceptance of roads in Eagle Village Estates (See Exhibit # 2022-268).

7. 2521 : Approve an amendment to the CIP Budget for the purchase of a new software program for the property tax in the amount of \$35,000.00

A motion was made to approve an amendment to the CIP Budget for the purchase of a new software program for the property tax in the amount of \$35,000.00 (See Exhibit #2022-269).

8. 2532 : Approve a resolution for approval of a Contract for the Acquisition of Right of Way for a Federal or State-Aid Project with the Georgia Department of Transportation for the S&S Greenway Phase 3 Project

A motion was made to approve a resolution for approval of a Contract for the Acquisition of Right of Way for a Federal or State-Aid Project with the Georgia Department of Transportation for the S&S Greenway Phase 3 Project (See Exhibit # 2022-270).

9. Mowers.2533 : Approve the change order to Woods BW15.51 Mowers in place of Modern Ag Predator

A motion was made to approve the change order of mowers to Woods BW15.51 Mowers in place of Modern Ag Predator.

XI. COMMISSION AND STAFF COMMENTS

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

County Manager Tom Couch reminded everyone of the Town Hall meeting that is set for Monday, November

14th, 2022 at 5:30 p.m. at the Willow Hill Heritage Center in Portal Georgia.

Assistant County Manager Cindy Steinmann announced that the November 15th, 2022, and all upcoming meetings for the Bulloch County Commissioners will be moved to the Honey Bowen Building until further notice due to renovations.

Hearing no more comments.

XII. ADJOURN

1. Chairman Thompson called for a motion to adjourn the meeting.

A motion was made to adjourn the meeting.

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

Chairman

Attest: _____

Thomas M. Couch,
County Manager

Minutes Acceptance: Minutes of Nov 1, 2022 5:30 PM (Consent Agenda)



Memorandum

To: Mr. Couch, County Manager

From: Eddie Canon, Recreation and Parks Director

Subject: Athletic Field lighting at Mill Creek Park

Date: October 27, 2022

Mill Creek Regional Park was opened in 1993 as the most state of the art recreational facility in Southeast Georgia. This was accomplished by the dedication and commitment of the Bulloch County Commissioners and Bulloch County Recreation Department to provide the highest quality facilities for Bulloch County residents. The drive to succeed and provide the best services possible is still evident with the success of various recreational programs being recognized and awards received statewide. In addition to programming, there are many Recreation Departments across the state that visit and use Mill Creek Regional Park as a “precedent” as they are impressed by the way the parks and facilities are managed and maintained. As we continue to shine and keep Mill Creek Regional Park, Bulloch County’s “Diamond in the Rough,” a facility that ballplayers across the state want to play, upgrades to facilities are inevitable and athletic field lighting is one that we must begin upgrading.

The athletic field lighting that we are using is the same lighting that was installed 29 years ago. Fortunately, the concrete poles that were installed and the wiring from the hubs to the poles are still in good condition, but the lighting has deteriorated over the years. It uses the 1500-watt metal halide light bulbs. I fear the ability to purchase these bulbs will soon be impossible to purchase with everything going to LED bulbs now. We are already having trouble at times getting the ballast and bulbs when we need them. The lighting levels are now below the recommended level which is causing a safety concern, as we do not want players being harmed while playing on our facilities.

I have met with Musco Sports Lighting LLC. several times with our concerns. Musco Sports Lighting is a leader in the sports field lighting sector and has been in business since 1976 designing and installing sport field lighting. They have a large support team with over 170 team members dedicated to operating and maintaining the system along with network of over 1800 contractors to carry needs of all their customers. In addition, they have a product assurance and warranty program that covers materials and onsite labor for 10 years! With their knowledge and large support team, I am recommending that Bulloch County use Musco Sports Lighting to upgrade lights at Mill Creek Regional Park.

I have a quote from Musco Sports Lighting that could be purchased through Sourcewell with a Master Project number 199030 and Contract number 071619-MSL for \$1,795,000. This quote

would allow us to upgrade all athletic field lights on 5 field complex, 4 field complex, and soccer complex. This would upgrade all lighting that was installed in 1993. The 3-field complex had lights installed in 2001. No poles will have to be moved and light fixtures are designed and set according to the current layout of light poles. This quote includes replacing all cross members the light fixtures attach to, changing all lighting and fixtures to LED, and replacing the wiring from the top of the pole to the bottom of the pole with proper disconnects for the new LED. This will also include all controls for inside the hub areas for controlling and monitoring the lights. The control system is called Control-Link which controls and monitors the system and provides remote on/off, dimming (high/medium/low) control, and performance monitoring with 24/7 customer support. In most cases, Musco will know about a problem before we realize there are any issues.

GSU has converted their sports fields to Musco Sports Lighting and Tormenta Soccer fields have Musco Sports Lighting installed on their field. I have visited these with the Musco Sports Lighting representative. While there he dimmed the lights to show the level of lighting we have versus light levels we would be receiving through the LED. This was very alarming to see how dim our fields really are! In addition to lighting levels, the cost savings to operate LED lighting is lower than the metal halide lighting we are using now. It is estimated to save \$618,516.00 over the next 25 years.

I ask that Bulloch County Commissioners continue the commitment and dedication to ensure we can provide Bulloch County citizens and others from around the state that travel to Mill Creek Regional Park, sports field lighting needed to ensure they can play safely. We have a budget of \$1,800,000 for athletic field lighting upgrades. I am requesting an approval for purchasing and installation of LED lighting for 5 field, 4 field, and soccer complex at Mill Creek Regional Park for \$1,795,000 using Musco Sports Lighting LLC and purchasing through Sourcewell using Contract number 071619-MSL.

Quote

Date: October 5, 2022
To: Mr. Eddie Canon
Director

Project: Bulloch County Parks – Sports Lighting Improvements
Statesboro, GA
Ref: 136287

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Mill Creek Park

- 5 Field, 4 Field and Soccer Complex \$ 1,795,000

Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential.

SportsCluster® system with Total Light Control – TLC for LED™ technology for fields with existing concrete poles

System Description

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires for Baseball and Softball Fields
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

5 Field Complex @ Mill Creek

- Control-Link® control and monitoring system with Show-Light® entertainment package to provide up to 6 pre-programmed theatrical shows, onsite dimming, and custom color accent lighting control.
- Touchscreen interface(s) to provide pre-programmed theatrical effects
- Pole Color Accent Lighting on Fields #1 & #2 (SHS Softball & Baseball Fields)

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Attachment: Athletic Field Lighting Memo and Quote 11-15-22 mtg (Athletic Field Lighting - Mill Creek Park)

Quote

Installation Services Provided

[See attached scope of work]

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
 Attn: Amanda Hudnut
 Fax: 800-374-6402
 Email: musco.contracts@musco.com

**All purchase orders should note the following:
 Sourcewell purchase – contract number: 071619-MSL**

Delivery Timing

8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Structural code and wind speed = 2018 IBC, 120 mi/h, Exposure C, Importance Factor 3.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rob Staples
 Georgia Sales Representative
 Musco Sports Lighting, LLC
 Phone: 706.870.2177
 E-mail: rob.staples@musco.com



Quote

**Bulloch County Parks – Sports Lighting Improvements
Statesboro, GA
SportsCluster System Retrofit Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide SportsCluster® poletop luminaire assembly on poles
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.



Quote

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install 1 Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



revised 2-10-21			
SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11.01.22	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Recreation/Aquatics	Department Head	Eddie Canon
VENDOR INFORMATION			
Vendor Name	American Locker		
Street Address	4170 Distribution Circle		
City	N Las Vegas		
State and Zip Code	Nevada 89030		
Phone Number	817-722-0147		
Fax Number			
E-mail or Web Site Address	nhill@americanlocker.com		
Please specifically justify why the items or services to be approved for sole source treatment:			
<p>These are the lockers we already have and the parts need to be interchangeable with existing lockers</p>			
CHECK	SOLE SOURCE CONSIDERATIONS		
<input type="checkbox"/>	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).		
<input type="checkbox"/>	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.		
<input type="checkbox"/>	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.		
<input checked="" type="checkbox"/>	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		
<input type="checkbox"/>	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: Lockers 11-15-22 mtg (Lockers at Splash)

CKI Locker LLC dba American Locker
 4170 Distribution Circle
 N. Las Vegas, NV 89030 USA
 Telephone 800-828-9118
 Web www.americanlocker.com



Customer Quotation

Splash in the Boro
 888 Ga Highway 24
 Statesboro
 Georgia
 30458-0000
 United States of America

Our Reference DQTE-11730
Date 10/27/2022
Salesperson Nancy Hill
Direct Line (817) 722-0147
Email nhill@americanlocker.com
Terms NET 30

Statesman Painted Steel Lockers

Quantity	Product Code	Description	Unit Price	Line Total
4	SP12181435W	Statesman Painted Steel Locker 12"w x 18"d x 14 2/5"h; 3 wide by 5 high (15 openings ea.)	\$3,125.84	\$12,503.36
4	SP12182433W	Statesman Painted Steel Locker 12"w x 18"d x 24"h; 3 wide by 3 high (9 openings ea.)	\$2,358.55	\$9,434.20
2	AL-5120-800	Finished end panel assembly for exposed sides	\$165.00	\$330.00
1	Discount	Repeat customer discount	-\$2,226.76	-\$2,226.76
1	Shipping and Handling	Shipping and Handling - Estimated - To be requoted at time of shipping.	\$2,100.00	\$2,100.00
Total				\$22,140.80

Comment Price Includes:
 Total factory assembled lockers
 4" stainless steel base attached
 Stainless steel key operated locks installed
 Two control keys
 Choice of standard colors

 Lead time: 6-8 weeks

Your PO Number, Attach Copy If Applicable	
Print Name	
Title	
Signature	
Dated	

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 60 days from date above.

CKI Locker LLC dba American Locker
 Registered Office: 4170 Distribution Cir. North Las Vegas NV 89030 United States of America

Attachment: Lockers 11-15-22 mtg (Lockers at Splash)

CKI Locker LLC dba American Locker
 4170 Distribution Circle
 N. Las Vegas, NV 89030 USA
 Telephone 800-828-9118
 Web www.americanlocker.com



COLE KEPRO INTERNATIONAL, LLC AND CKI LOCKER, LLC TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries.

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitutes the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.2.1 Prices. The quotation pricing is based upon commodity pricing at the time the quotation is completed and is subject to adjustment based on actual market pricing upon receipt of order.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoiced date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Ship in Place. Cole Kepro reserves the right to "Ship in Place" the shipment of products to the Purchaser. When Cole Kepro has completed the assembly of the Products and is ready and prepared to ship the Products to Purchaser, Purchaser agrees that any Products that Cole Kepro has fully assembled, but are missing components to be supplied by Purchaser, are deemed complete and will be invoiced and paid pursuant to the terms and conditions set forth hereinunder the terms of this Agreement. In addition, any custom Products produced will be invoiced when completed, at Cole Kepro's sole discretion, even if the Purchaser requests a delay in the shipment. Purchaser has the right to examine the Products, shall accept the Products at the Location (as defined below) for further modification by Purchaser and shipment by Purchaser to the final destination and shall pay the invoices governing the Products in accordance with the terms and conditions of such invoices, without defense, offset, counterclaim, abatement, suspension or deduction, regardless of whether it takes delivery of the Products. Cole Kepro shall immediately deliver the Products to, and for insurance purposes Purchaser will accept and take delivery of the Products at, in a trailer ("Trailer") at a facility of Cole Kepro's choosing (the "Location"), whether owned by Cole Kepro or otherwise. For as long as the Products are stored in a Trailer, Purchaser shall pay storage charges in the amount of \$400 (FOUR HUNDRED DOLLARS) per Trailer per month, required to store the Products. The \$400 per Trailer storage fee will be waived by Cole Kepro if Purchaser pays in full the invoices for the shipped-in-place Products in accordance with the terms and conditions set forth in the applicable invoices. Risk of loss for the shipped-in-place Products passes to the Purchaser upon delivery of such Products to the applicable Trailer.

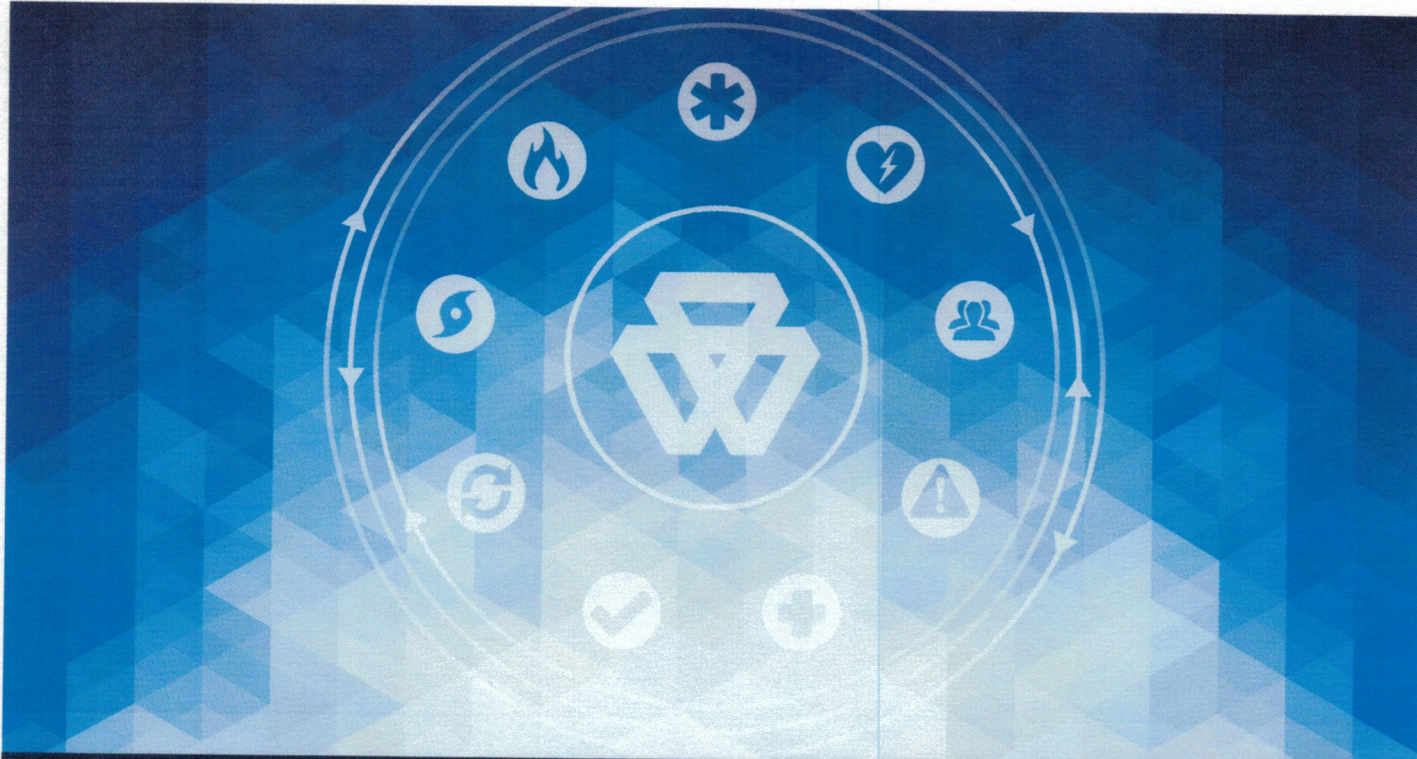
2.8 Failure to Deliver and Force Majeure. Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.9 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 60 days from date above.

CKI Locker LLC dba American Locker
 Registered Office: 4170 Distribution Cir. North Las Vegas NV 89030 United States of America



Elite EMS - Bulloch County EMS (CAD & Auto Export)

Prepared For

Bulloch County EMS/Rescue
 Brian Hendrix
 26 W Grady St
 Statesboro, Georgia 30458

Prepared By

Brenon Larson-Gulsvig
 Apr 05, 2022

Attachment: image trend quote (Image Trend Elite software)

Quote

IMAGETREND
IMAGETREND®

7.4.a

Attachment: image trend quote (Image Trend Elite software)

Prepared For

Brian Hendrix
 Bulloch County EMS/Rescue
 26 W Grady St
 Statesboro, Georgia 30458
 912-764-0075
 bhendrix@bullochcounty.net

Bill To

Brian Hendrix
 Bulloch County EMS/Rescue
 26 W Grady St
 Statesboro, Georgia 30458
 912-764-0075
 bhendrix@bullochcounty.net

Salesperson		Quote Number		Date	
Brenon Larson-Gulsvig, Sales Specialist,		QUO-10371-W2L4G		Apr 05, 2022	
Description	Qty	Frequency	Unit Price	Total	
One-Time Fees					
Elite™ EMS Setup	1	One Time	\$2,746.00	\$2,746.00	
Webinar Training 2hr Session	3	One Time	\$450.00	\$1,350.00	
Recurring Fees					
Elite™ EMS - SaaS *Includes Elite™ Field	1	Recurring	\$12,357.00	\$12,357.00	
CAD Distribution	1	Recurring	\$3,500.00	\$3,500.00	
- CAD Vendor: Other CAD Vendor EZ911					
Auto Export to NEMSIS v3 Web Service	1	Recurring	\$3,500.00	\$3,500.00	
TOTAL Year 1				\$23,453.00	
*Annual Fees after Year 1				\$19,357.00	

Optional Items

Prepared By: Brenon Larson-Gulsvig

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 9,500 annual incidents as provided by Client. *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

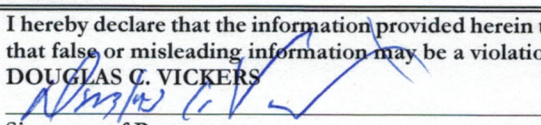
DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

Attachment: image trend quote (Image Trend Elite software)

PRODUCT DESCRIPTIONS

Elite™ EMS - SaaS *Includes Elite™ Field	ImageTrend Elite is the most capable platform with full NEMSIS v3 certified compliance from field-based ePCR Collection to proven statewide Receive & Process. As the core platform for EMS, it boasts platform-independent design and an intuitive interface. This solution includes the ability to define permission groups, manage data lookup values, configure EMS-based forms (including validation and visibility rules), import and export NEMSIS v3 XML files, and use the robust CQI module, Training/Activities module, and Report Writer.
CAD Distribution	The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.
Auto Export to NEMSIS v3 Web Service	A NEMSIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMSIS v3 web service (agency's or biller's) based on specific criteria being met (i.e. incident status is 'Ready for Billing', incident is locked, etc.).
Webinar Training 2hr Session	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.

Attachment: image trend quote (Image Trend Elite software)

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11/09/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	EMS	Department Head	DOUGLAS C VICKERS
VENDOR INFORMATION			
Vendor Name	IMAGE TREND, INC.		
Street Address	20855 KENSINGTON BLVD.		
City	LAKEVILLE		
State and Zip Code	MN, 55044		
Phone Number	952-469-1589		
Fax Number			
E-mail or Web Site Address			
<p>Please specifically justify why the items or services to be approved for sole source treatment: THIS IS A SOLE SOURCE REQUEST FOR NEW PATIENT CARE REPORTING SYSTEM THROUGH IMAGE TREND. WE CURRENTLY UTILIZED IMAGE TREND THROUGH THE STATE OF GEORGIA, BUT ARE TRANSITIONING TO AN IMAGE TREND BUILT SPECIFICALLY FOR BULLOCH COUNTY EMS WITH MORE OPTIONS AND BETTER PATIENT CARE REPORTING. THIS WILL BE A CONTINUATION OF PREVIOUS WORK AND THIS IS PROPRIETARY TECHNOLOGY.</p>			
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.		
x	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.		
x	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.		
<p>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.</p>			
<p>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.</p> <p><i>DOUGLAS C. VICKERS</i>  _____ Signature of Requestor</p>			
<p>IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS</p>			

Attachment: SIGNED SOLE SOURCE IMAGE TREND (Image Trend Elite software)



**Office of Commissioner of
Insurance and Safety Fire**
Protect | Enforce | Educate | Inform

JOHN F. KING
*Commissioner of Insurance
and Safety Fire*

Two Martin Luther King Jr. Drive
West Tower, Suite 702
Atlanta, Georgia 30334

Memorandum of Understanding

Between

Georgia Commissioner of Insurance and Safety Fire

And

Bulloch County Fire Department

This Memorandum of Understanding (“MOU”) is entered into between the Office of Insurance and Safety Fire Commissioner – State Fire Marshal (“OCI”) and the Bulloch County Fire Department to allow use of the OCI’s mobile Fire and Life Safety Trailer for educational outreach within Bulloch County and storage of the trailer during the Fiscal Year of 2022-2023.

Fire and Life Safety Trailer – Unit # 408-8365

I PURPOSE

This MOU provides for use, on a recurring basis, of the OCI’s Fire and Life Safety Trailer by Bulloch County Fire Department. The use of the Fire and Life Safety Trailer by Bulloch County Fire Department will aid the Department by providing an educational resource for the enhanced delivery of fire and life safety education programs to the citizens of their community. OCI will utilize the Bulloch County Emergency Service Center as a storage facility for the trailer.

II. AGREEMENT

The Bulloch County Fire Department Public Information and Education Section will work with OCI’s Education Department for scheduling and conducting Fire and Life Safety Trailer Programs within their jurisdiction. All education staff that have completed the Fire and Life Safety Trailer Operator course through Georgia Fire Academy will be responsible for maintaining the cleanliness and readiness of the Fire and Life Safety Trailer for public display and educational use while the Fire and Life Safety Trailer is in the possession of Bulloch County Fire Department.

The Fire and Life Safety Trailer will be stored at Bulloch County Fire Department Station 4 located at 112 Nevils Denmark Road, Pembroke, Georgia 31321. The Fire and Life Safety Trailer will be secured within a bay at the Bulloch County Fire Department Station 4.

Attachment: BCFD MOU-State Fire Marshal (MOU with the Georgia Fire Marshal's Office)



**Office of Commissioner of
Insurance and Safety Fire**
Protect | Enforce | Educate | Inform

JOHN F. KING
*Commissioner of Insurance
and Safety Fire*

Two Martin Luther King Jr. Drive
West Tower, Suite 702
Atlanta, Georgia 30334

III. ROLES AND RESPONSIBILITIES

- 1) Bulloch County Fire Department will be responsible for providing a suitable towing vehicle for use in towing the Fire and Life Safety Trailer (*must be within GVWR suitable for the weight of the trailer of 10,940*) when in Bulloch County Fire Department possession, they will assume all insurance coverage and cost of correction of damage that occurs while in their possession.
- 2) Bulloch County Fire Department will provide qualified drivers/operators to deliver and operate the Fire and Life Safety Trailer within their County and its Municipalities that appropriate license under the State and Federal Law Regulations.
- 3) Bulloch County Fire Department will provide completion of general daily maintenance and repairs check off forms provided by the OCI's Office. They must also complete an incident report for any incidents including but not limited to repair of the generator, replacing tires, and repairing broken glass in the case that they occur during their possession. While storing the unit Bulloch County Fire Department will be required to complete the check-off of the Fire and Life Safety Trailer before and after the use of another Department/Agency. (*All forms are provided*)
- 4) All equipment and electronics necessary for the operation of the house will be subject to repair and replacement based on previously established warranties and outside contracts obtained by the State of Georgia. A Laptop will not be provided for the use of the TV or sound system; documents will be provided on a USB.
- 5) OCI will share an Outlook Calendar with Bulloch County Fire Department for communication of dates of use of the trailer for FCFD, OCI, and other Departments/Agencies. OCI will provide a 24-hour notice before another Department/Agency will arrive to retrieve the unit.

IV. TERMINATION OF MOU

This MOU may be terminated by either party upon a written notice to the other party delivered at least 60 days prior to the intended date of termination.

V. EFFECTIVE DATE AND TERM

This MOU shall become effective upon the date of the last signature and shall remain in effect unless terminated per Section IV. of the MOU or expiration date.

VI. AMENDMENTS

This MOU may be amended during the term of the MOU. Such amendments shall be in writing and shall become effective upon signature of all parties.

VII. PERIODIC REVIEWS

In the month of July during each year in which this MOU remains in effect, the parties shall jointly evaluate the contents and conditions of the current MOU and shall revise the MOU as appropriate.



Office of Commissioner of Insurance and Safety Fire
Protect | Enforce | Educate | Inform

JOHN F. KING
Commissioner of Insurance and Safety Fire

Two Martin Luther King Jr. Drive
West Tower, Suite 702
Atlanta, Georgia 30334

VIII. AUTHORIZATION

On behalf of the organizations entering into this agreement, the undersigned are authorized to enter this MOU and agree to the terms.

Bulloch County Fire Department

Department/Agency Representative

Date

Office of Commissioner of Insurance and Safety Fire

OCI Representative

Date

Attachment: BCFD MOU-State Fire Marshal (MOU with the Georgia Fire Marshal's Office)

State of Georgia
County of Bulloch

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022 - _____

WHEREAS, Bulloch County owns and holds good title to the vehicles, equipment, and/or other personal property listed in Exhibit "A" attached hereto (hereinafter collectively referred to as "the property"); and

WHEREAS, the Bulloch County Board of Commissioners finds that the property listed in Exhibit "A" attached hereto cannot be beneficially or advantageously used by the County under all circumstances;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners that the property listed in Exhibit "A" attached hereto is hereby declared to be unserviceable property and the County Manager or his designee is hereby authorized to sell by internet auction of said property for the most advantageous price obtainable or dispose of said property and remove from County inventory.

SO BE IT RESOLVED this 15th day of November.

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

By: _____
Roy Thompson, Chairman

Attest: _____
Amanda Sullivan, Admin. Specialist

Attachment: 01 11-15-2022 Resolution with Exhibit for Sale (Resolution)

Exhibit "A"

Vehicles for Internet Auction or Salvage			
Department	Description	VIN	Title
Fire	1988 Ford F-800 Engine Truck	1FDXK84A1JVA30067	✓
Fire	1993 E-One Hush Engine Truck	4ENBAAA85P1002587	✓
Fire	1995 Pearce Engine Truck	4P1CT02E7SA000479	✓
Fire	1998 Dodge Ram 3500 Brush Truck	3B6MF3665WM244394	✓
EMS	2008 Ford F-350 Ambulance	1FDWF36R98EC53392	✓
Animal Services	2008 Red Ford F150	1FTRW12W68FB00304	✓
Animal Services	2012 White Ford F150	1FTFX1EFXCFA60426	✓
Animal Services	2009 White Ambulance (Animal Transport)	1GBE4C1939F410931	✓

**State of Georgia
County of Bulloch**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022 - _____

WHEREAS, Bulloch County owns and holds good title to the vehicles, equipment, and/or other personal property listed in Exhibit "A" attached hereto (hereinafter collectively referred to as "the property"); and

WHEREAS, the Bulloch County Board of Commissioners finds that the property listed in Exhibit "A" attached hereto cannot be beneficially or advantageously used by the County under all circumstances;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners that the property listed in Exhibit "A" attached hereto is hereby declared to be unserviceable property and the County Manager or his designee is hereby authorized to transfer said property to the Georgia Forestry Commission.

SO BE IT RESOLVED this 15th day of November.

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

By: _____
Roy Thompson, Chairman

Attest: _____
Amanda Sullivan, Admin. Specialist

Attachment: 02 11-15-2022 Resolution with Exhibit for Transfer (Resolution)

Exhibit "A"

Vehicles for Transfer			
Department	Description	VIN	Title
Fire	1992 GMC Top Kick	1GDP7H1J3NJ520254	✓
Fire	1993 GMC Top Kick	1GDP7H1J8PJ507986	✓
Fire	1994 International Brush Truck	1HTSDAAN7RH598716	✓

Attachment: 02 11-15-2022 Resolution with Exhibit for Transfer (Resolution)

STATE OF GEORGIA
COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022 - _____

TO AMEND THE GENERAL APPROPRIATIONS BUDGET AND WORK PROGRAM FOR FISCAL YEAR 2023; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Bulloch County Board of Commissioners has established a General Fund to serve as the primary financial reporting instrument for current governmental operations; and,

WHEREAS, the Bulloch County Board of Commissioners appropriates financial resources on an annual basis using a budget to identify revenues received, expenditures incurred, and transfers within, or to and from, the General Fund; and,

WHEREAS, County Officers, County Courts, County Operating Departments, and eligible Externally Funded Agencies have had their general appropriations reviewed for amendments for the 2023 Fiscal Year by the County Manager as the appointed Budget Officer and Chief Financial Officer, for review and recommendation; and,

WHEREAS, the County Manager of the Bulloch County Board of Commissioners, as the appointed Budget Officer, and the Chief Financial Officer have presented and recommended an amendment to the General Appropriations Budget to the Board of Commissioners; and,

WHEREAS, the Board of Commissioners may find it necessary to adjust budgeted revenues and expenditures from time to time during the year, and the amendment to the General Appropriations Budget as recommended is based on current, but unaudited, actual results of revenues and expenditures; and,

WHEREAS, the Bulloch County Board of Commissioners has a responsibility to achieve maximum efficiency and effectiveness in its financial operations by maintaining a balanced budget where planned expenditures may not exceed revenues, according to State law;

NOW THEREFORE, BE IT RESOLVED, that effective November 15, 2022 the Fiscal Year 2023 Bulloch County General Appropriations Budget is hereby amended as set forth in the document attached hereto as Exhibit "A."

SO BE IT RESOLVED, this 15th day of November, 2022.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Amanda Sullivan, Admin. Specialist

(SEAL)

Attachment: Resolution to Amend FY2023 Capital Budget (FY23 Mid-Year Capital Budget Amendment)

Sum of Budget Amendment				
Fund	Org	Object	Project	Total
230	23015400	542401		3,848.00
230 Total				3,848.00
324	32475630	541200	AIR13	90,752.00
		541300		(85,000.00)
324 Total				5,752.00
325	32515660	541300	FAC01	54,300.00
			FAC05	4,987.00
			FAC08	3,310.00
	32515670	542300		6,000.00
			JUDA	4,000.00
	32530000	542200	EMS	144,000.00
			FIRE	40,000.00
		542500	ANIML	17,227.00
			FIRE	127,518.00
			PSADM	90,000.00
	32562200	542200	PARKS	90,000.00
		542300	RFAC	4,990.00
	32515350	542401		35,000.00
		542400		(49,225.00)
325 Total				572,107.00
335	33542010	541200	RD23	22,230.00
		541227		121,060.00
		523900		15,000.00
	33575630	541200	AIR13	2,000,000.00
			AIR06	(70,000.00)
		541300		85,000.00
			AIR09	(130,000.00)
		334215		(100,000.00)
		334311		(1,496,500.00)
		331350		63,000.00
335 Total				509,790.00
360	36075630	541300	AIR10	177,500.00
360 Total				177,500.00
Grand Total				1,268,997.00

Roll FY22 project to be completed in FY23

Add runway rehab design project
Move project from SP13 to TSPL (grant-contingent)

Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Additional Funding needed for radios
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Budgeted for FY22 and FY23 - subtract FY22 expenditures

Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
Rollforward FY22 project to be completed in FY23
State funding approved for runway project
Remove project from FY23
Move project from SP13 to TSPL (grant-contingent)
Remove project from FY23 (Move to later year in CIP)
Add grant funding (applied for)
Increase State funding for runway project
Decrease federal funding related to removed project

Rollforward FY22 project to be completed in FY23

TO: County Manager and Board of Commissioners
 SUBJECT: FY23 Mid-Year Capital Budget Amendment
 INITIATED BY: Finance Department

Recommendation: Approve an amendment to the budgets for Fiscal Year 2023 by appropriating amounts in some funds for capital activities.

Background: The Commission adopted the County's Annual Operating budget, Capital budgets, and various special purpose budgets in June 2022 for fiscal year 2023. Each of these budgets appropriated funding for planned operations and capital outlays. During the year, adjustments became necessary to increase or redistribute funding based on actions of the Commission or County Manager, changes in departmental activities and changes in funding sources.

Staff is requesting a mid-year budget amendment to appropriate monies needed for various capital activities which are needed to complete organizational objectives. Adjustments are necessary to modify budgets at the legal level of control per O.C.G.A. Chapter 36, as only the Commission has the authority to change spending levels.

Analysis: The recommended budget adjustments are summarized below, identifying the total amount to be appropriated in each fund or departments within funds, where applicable. Additional tables provide detailed adjustments to the total spending authority of designated departments.

American Rescue Plan Act Fund: The adjustment will increase the expenditure budget by \$3,848 for a software project that was budgeted and started during FY22 but was not completed before the end of the year. This amendment simply moves the remaining cost to the current year.

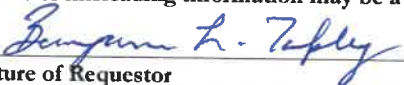
SPLOST 2013 Fund: The adjustment will increase the expenditure budget by \$5,752 by moving one planned project from this fund to the TSPLOST fund and adding a new project that has already been approved by both the Airport Committee and the Board of Commissioners to utilize the remaining SPLOST 2013 funds available to the Airport.

SPLOST 2019 Fund: The adjustment will increase the expenditure budget by \$572,107 for projects that were not contemplated in the FY23 budget because they were expected to be completed in FY22. The expired funds budgeted in FY22 are being rolled forward to the FY23 budget. There are additional increases to add a couple projects that were not included in the original budget but have been deemed necessary. These additional expenditures are to be funded with existing fund balance and revenues that have come in higher than projected.

TSPLOST Fund: The adjustment will increase the expenditure budget by \$2,043,290, mostly due to changes in the availability of State Funding for a runway rehabilitation project. This amendment will also roll forward some projects that were budgeted but not completed during FY22. The adjustment will also increase the revenue budget by \$1,533,500 to include State Funding for the runway project as well as grant funding that has been applied for. The expenditures in excess of the additional revenue will be funded with existing fund balance.

Public Facilities Authority Fund: The adjustment will establish an expenditure budget of \$177,500 for the remaining cost of the corporate hangar that was approved and begun during FY22. This project was not contemplated for the FY23 budget because it was expected to be completed during FY22.

Recommendation/Action: Approve amendment to the capital budget for Fiscal Year 2023 by appropriating amounts in each fund and within departments for various capital activities.

SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE			
DATE	11/7/2022	REQUISITION NO.	
DEPARTMENT INFORMATION			
Department	Fire	Department Head	Ben Tapley
VENDOR INFORMATION			
Vendor Name	MES		
Street Address	6701 – C Northpark Blvd		
City	Charlotte		
State and Zip Code	NC 28216		
Phone Number	800-868-8584		
Fax Number	704-599-4605		
E-mail or Web Site Address	CustomerCare@mesfire.com		
<p>Please specifically justify why the items or services to be approved for sole source treatment: Scott Air pack is the preferred Self-Contained Breathing Apparatus of Bulloch County Fire Department. This purchase will become standard equipment on all new apparatus. It allows our firefighters to have the most updated air pack technology Scott has increasing firefighter safety and delivering a better-quality service to our citizens. MES is the sole provider of SCOTT air packs in this area.</p>			
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.		
X	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.		
<p>ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELEIVERED FOB: BULLOCH COUNTY.</p>			
<p>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.</p>			
 Signature of Requestor			
<p>IF THE PUCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS</p>			

Attachment: Requisition and Quote for New SCBAs 110722 (SCBA (Airpak) Purchase for Bulloch Fire)



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote # QT1626237
Date 11/02/2022
Expires 11/30/2022
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
X8814021305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	20	\$6,998.00	\$139,960.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	40	\$1,275.00	\$51,000.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	20	\$320.00	\$6,400.00

Subtotal \$197,360.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$197,360.00

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 Quote for New SCBAs 110722 (SCBA (Airpak) Purchase for Bulloch Fire)



QT1626237

*Airport
Fleet*

*Solid Waste
Transportation*



Bulloch County Public Works

Bulloch County Commissioners,

We have solicited Sourcewell quotes from Yancey Equipment (Caterpillar) and Dobbs Equipment(John Deere) for a Motor Grader with sloper (ditching attachment).

We have used Sourcewell several times in the past few years and it has always provided the best pricing for equipment.

Please review (Yancey \$350,490 and Dobbs \$327,891) the attached quotes and information.

We would like to request approval to purchase the machine from Yancey Equipment in Statesboro.

- 1) The Caterpillar machine is represented to be more fuel efficient with a saving of approximately \$65,000 over the life of the machine.
- 2) We have also received much better service response from Yancey over the past few years than Flint/Dobbs. Currently we have a John Deere machine in the shop in Savannah that's been there over 30 days and they haven't started work on it yet.
- 3) We have also documented less repairs on the Caterpillar machines after warranty expires. The John Deere machine we are trading in is in need of a \$30,000 plus repair if not traded. The Caterpillar machine with similar hours have not shown nearly the same wear.

We do feel the Yancey (Caterpillar) machine is the most cost efficient over the life of the machine.

Any questions or concerns, please contact me.

Thanks,
Dink

17315 Hwy 301 N Statesboro, GA 30458

Phone 912-764-6369 Fax 912-764-6469

Attachment: Agenda Nov. 22 Grader-ditcher (Motor Grader with Sloper Purchase)



TO: BULLOCH COUNTY BOC
FROM: Zach Tatum Machine Sales Representative
DATE: 10-21-22
SUBJECT: CAT 150 MOTORGRADER SOURECWELL PRICE

Yancey Bros. Co. appreciates the opportunity to quote your equipment needs. See the below quotation per your request. Please let me know if you have any other questions.

EQUIPPED: All wheel drive, 14ft blade, 14. R24 Tires, With a Rome Sloper.

Warranty: 84 MO/10000 HR PREMIER WARRANTY, WITH TRAVEL TIME AND MILEAGE FOR WARRANTY REPAIRS.

Machine IN STOCK PRICE: \$424,990

Extra Option: Scarfier option \$20,350

Rome Sloper is on order and should arrive around March-April of Next year.

John Deere 670G SN: 1DW670GPCEF660653 Trade Allowance **\$74,500**

SOURCEWELL CONTRACT # # 032119

Total Purchase Price without Scarfier: \$350,490.

Attachment: BULLOCH COUNTY 150 GRADER 10.18.22 (Motor Grader with Sloper Purchase)

Quote Id: 27562222

Prepared For:

BULLOCH COUNTY BOARD OF COMMISSIONERS BULLOCH COUNTY CORRECTIONAL INS' U1

Prepared By: **JONATHAN MOORE**

Dobbs Equipment
50 Morgan Industrial Blvd
Savannah, GA 31408

Tel: 912-964-7370
Fax: 912-964-1822
Email: jmoore@flintequipco.com

Attachment: John Deere Qoute (Motor Grader with Sloper Purchase)

Date: 05 October 2022

Offer Expires: 31 October 2022

Quote Summary

Prepared For:
 BULLOCH COUNTY BOARD OF COMMISSIONERS
 BULLOCH COUNTY CORRECTIONAL INSTITUTE
 17301 US HIGHWAY 301 N
 STATESBORO, GA 30458
 Business: 912-764-0422

Prepared By:
 JONATHAN MOORE
 Dobbs Equipment
 50 Morgan Industrial Blvd
 Savannah, GA 31408
 Phone: 912-964-7370
 jmoore@flintequipco.com

Quote Id: 27562222
Created On: 05 October 2022
Last Modified On: 07 October 2022
Expiration Date: 31 October 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 672G MOTOR GRADER with 6WD	\$ 399,010.00 X	1 =	\$ 399,010.00
John Deere Preventative Maintenance-	\$ 0.00 X	1 =	\$ 0.00
John Deere Extended Warranty-84 months/10000 hrs of hyd + pt warranty	\$ 28,881.00 X	1 =	\$ 28,881.00
Sub Total			\$ 427,891.00

Equipment Total \$ 427,891.00

Trade In Summary	Qty	Each	Extended
2014 JOHN DEERE 670G - 1DW670GPCEF660653	1	\$ 100,000.00	\$ 100,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 100,000.00

Trade In Total \$ 100,000.00

Quote Summary

Equipment Total	\$ 427,891.00
Trade In	\$ (100,000.00)
SubTotal	\$ 327,891.00
Total	\$ 327,891.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 327,891.00

Attachment: John Deere Quote (Motor Grader with Sloper Purchase)

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27562222

Customer: BULLOCH COUNTY BOARD OF COMMISSIONERS BULLOCH COUNTY CORRECTIONAL INSTITUTE

JOHN DEERE 672G MOTOR GRADER with 6WD

Hours:
Stock Number:

					Selling Price
					\$ 399,010.00
Code	Description	Qty	Unit		Extended
8450T	672G MOTOR GRADER with 6WD	1	\$ 475,669.00		\$ 423,345.41
Standard Options - Per Unit					
170K	JLink™	1	\$ 0.00		\$ 0.00
1030	Dual Joystick Controls	1	\$ 0.00		\$ 0.00
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1	\$ 48,234.44		\$ 48,234.44
1240	Dual 100 Amp Alternators (200 Amp total)	1	\$ 849.06		\$ 849.06
1310	Quick Service Group	1	\$ 598.08		\$ 598.08
1410	Standard Fuel & Water Filtration	1	\$ 0.00		\$ 0.00
1610	Hydraulic Pump Disconnect	1	\$ 167.32		\$ 167.32
1840	Engine Exhaust W/ Chrome Stack (FT4 or Stage V only)	1	\$ 625.67		\$ 625.67
1920	No Blade Impact Absorption System	1	\$ 0.00		\$ 0.00
2050	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware	1	\$ 1,265.58		\$ 1,265.58
2575	No Grade Control Base Kit Installed	1	\$ 0.00		\$ 0.00
2605	English Manual W/ English Labels & Decals	1	\$ 0.00		\$ 0.00
2740	SMARTGRADE 3D GNSS MASTLESS GRADE CONTROL	1	\$ 70,844.00		\$ 70,844.00
2850	Premium Circle	1	\$ 16,910.00		\$ 16,910.00
4616	Michelin XTLA	1	\$ 25,478.03		\$ 25,478.03
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	1	\$ 0.00		\$ 0.00
5510	Autoshift Transmission	1	\$ 1,667.86		\$ 1,667.86
5710	Transmission Solenoid Valve Guard	1	\$ 189.57		\$ 189.57
5815	Hydrau	1	\$ 0.00		\$ 0.00
6010	Powered Cab Air Precleaner	1	\$ 823.25		\$ 823.25
6140	Grade Pro Premium Heated, Leather/ Fabric, High-Wide Back Air Suspension Seat	1	\$ 0.00		\$ 0.00
6555	Grade Pro Controls for Rear Ripper or 1 Rear Auxiliary Function	1	\$ 1,481.85		\$ 1,481.85
6650	Grade Pro Controls - Left Side	1	\$ 0.00		\$ 0.00
6710	Front Push Block	1	\$ 3,915.11		\$ 3,915.11

Attachment: John Deere Quote (Motor Grader with Sloper Purchase)

Selling Equipment

Quote Id: 27562222

Customer: BULLOCH COUNTY BOARD OF COMMISSIONERS BULLOCH COUNTY CORRECTIONAL INSTITUTE

6810	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin	1	\$ 16,610.07	\$ 16,610.07
7180	Premium Grading Lights (18 LED Lights)	1	\$ 3,679.26	\$ 3,679.26
7820	No Front Fenders	1	\$ 0.00	\$ 0.00
8120	24-to-12 Volt Converter (30 amps peak / 25 amps continuous)	1	\$ 418.30	\$ 418.30
8210	Exterior Mounted Rearview Mirrors	1	\$ 0.00	\$ 0.00
8310	Lower Front Intermittent Wiper & Washer	1	\$ 596.30	\$ 596.30
8415	Premium AM/FM Radio with Bluetooth, Aux and Weather Band (WB).	1	\$ 1,348.35	\$ 1,348.35
8510	Air Conditioner Refrigerant Charged	1	\$ 0.00	\$ 0.00
8720	No Sound Absorption Package	1	\$ 0.00	\$ 0.00
8830	Rear Camera (R4)	1	\$ 0.00	\$ 0.00
9130	Rear Retractable Sun Shade	1	\$ 201.14	\$ 201.14
9210	Decelerator	1	\$ 269.67	\$ 269.67
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 115.70	\$ 115.70
9273	Right Side Engine Compartment Work Light	1	\$ 209.15	\$ 209.15
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1	\$ 605.20	\$ 605.20
Standard Options Total				\$ 197,102.96
Dealer Attachments				
F693487	sloper	1	\$ 45,000.00	\$ 45,000.00
Dealer Attachments Total				\$ 45,000.00
Service Agreements				
	John Deere Preventative Maintenance	1	\$ 0.00	\$ 0.00
	-			
	John Deere Extended Warranty - 84 months/10000 hrs of hyd + pt warranty	1	\$ 28,881.00	\$ 28,881.00
Service Agreements Total				\$ 28,881.00
Other Charges				
	Freight	1	\$ 6,500.00	\$ 6,500.00
	Setup	1	\$ 1,800.00	\$ 1,800.00
	Followup	1	\$ 2,500.00	\$ 2,500.00
Other Charges Total				\$ 10,800.00
Suggested Price				\$ 705,129.37
Customer Discounts				
Customer Discounts Total			\$ -277,238.37	\$ -277,238.37
Total Selling Price				\$ 427,891.00

Attachment: John Deere Qoute (Motor Grader with Sloper Purchase)

Extended Warranty Proposal

JOHN DEERE 672G MOTOR GRADER with 6WD

Date : October 12, 2022

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	672GXT	Coverage	List	\$ 28,881.00
Model	672GXT	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

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

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



GREGORY BRIDGE CO.

P.O. BOX 3355
DUNWOODY, GEORGIA 31024

PHONE 706-485-7283

FAX 706-485-4328

J. GREGORY, JR. PRESIDENT

J.T. GREGORY, III VICE PRESIDENT

Pulaski Road Over Lott's Creek - Bridge Repair

LineNumber	ShortDesc	Quantity	Unit	UnitPrice	Extension
Bridge Items					
	Demo & Dispose of Concrete	1	LS	\$ 3,500.00	\$ 3,500.0
	Replace Post, Rail, and Endpost	1	LS	\$ 30,000.00	\$ 30,000.0
SUBTOTAL					\$ 33,500.0
Roadway					
	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.0
	Remove Existing Rail	1	LS	\$ 1,500.00	\$ 1,500.0
	T - Beam Guardrail	21	LF	\$ 115.00	\$ 2,415.0
	W - Beam Guardrail	63	LF	\$ 40.25	\$ 2,535.7
	TP 12A Anchor	1	LS	\$ 4,600.00	\$ 4,600.0
SUBTOTAL					\$ 21,050.7
GRAND TOTAL					\$ 54,550.7

NOTES

Erosion control is not included.

Overhead and underground utilities must be relocated or clear for our work.

Attachment: Gregory Bridge (Pulaski Road at Lott's Creek Bridge Repairs)



September 12, 2022

Bulloch County Engineer
115 North Main Street
Statesboro, GA 30458

Attention: Brad Deal, PE

Reference: Pulaski Hwy Bridge Repair

Sir:

TIC – The Industrial Company proposes to provide supervision, labor, material, and equipment for the bridge repairs on Pulaski Highway in Statesboro, Georgia for the **lump sum price of \$75,756.00**. This price is based on the following:

Scope of Work

- Mobilize to the job site.
- Daily lane closures (7:00 AM – 5:30 PM).
- Demo and dispose of damaged concrete.
- Replace Post & Rail Bridge Barrier (10 LF).
- Replace End Post per GASTD 4382 (1 EA).
- Install T-Beam Guardrail (21 LF).
- Install W-Beam Guardrail (63 LF).
- Install Type 12-A Terminal (1 EA).
- Demobilize

Documents

- E-mail correspondence dated August 30, 2022, regarding project specifications and quantities.

TIC – The Industrial Company
P.O. Box 9207 – Savannah, GA - 31412
205 Hutchinson Island Road – Savannah, GA - 31421



Clarifications

1. All testing or monitoring is not included, unless noted otherwise.
2. All permits, if required, are not included.
3. Erosion control is not included.
4. All earthwork is not included.
5. Handling, disposal, or abatement of any contaminated or hazardous materials is not included.
6. Locating, removal, modifications, or protection of any utilities or existing structures are not included.
7. Removals of any latent or unforeseeable underground obstructions are not included. If any underground obstructions are encountered, TIC will not be liable for any damages.
8. No retainage withheld, all monies due net 30 days.
9. Work is to be continuous without delays, impediments, or interruption.
10. The schedule is based on working one shift Monday through Friday, but we reserve the right to adjust as necessary. Base bid duration is approximately 2 weeks after material procurement.
11. Bond is not included, add 0.5% if required.
12. Price based on approval of the following subcontractors:
 - Stone Enterprises – Traffic Control, Demo
 - Middle Georgia Signs - Guardrail

This quote is valid for 30 days and is contingent upon entering into a mutually agreeable written contract. We appreciate the opportunity to provide a quote for this work and look forward to working with you on this project. Please contact me at 912-429-5167 if you have any questions.

Sincerely,

TIC – The Industrial Company

Keith Wicker
Sponsor

E

&

D

E&D CONTRACTING SERVICES, INC.*General Contractors**Specializing in Civil Construction, including Bridge Rehabilitation,
Water/Waste Water Rehabilitations, and Roadway Improvements.*

October 12, 2022

Brad Deal PE
County Engineer
Bulloch County

RE: Pulaski Road Bridge & Guardrail Repairs

Mr. Deal,

We are pleased to provide a quote for subject referenced project that includes all material, labor, and equipment. Work will in accordance with scope provided by and site visit and GDOT Specifications.

- Traffic Control, including Road Work signs and any drums or cones needed. It is the County's expectation that the work would be done under a lane closure so that traffic flow can be maintained across the bridge.
- Demo and dispose of damaged concrete.
- Replace Post and Rail Bridge Barrier (10 LF)
- Replace End Post per GDOT Standard 4382 (1 EA)
- Install T-Beam Guardrail (21 LF) (Bridge Shoe Included)
- Install W-Beam Guardrail (63 LF) (T Beam to W Beam Transition Piece Included)
- Install Type 12A Terminal (1 EA)

TOTAL COST THIS ESTIMATE: \$87,500.00

Mike Shepard
Project Manager***A WOMAN OWNED BUSINESS ENTERPRISE***

2001 Mills B. Lane Blvd. Savannah, GA 31405
Phone (912) 234-5904 Fax (912) 233-0888



Structural Rehabilitation and Maintenance Services Division

October 17, 2022

Brad Deal, PE
County Engineer
Bulloch County
912-764-0127
bdeal@bullochcounty.net

RE: Penhall Company Proposal; Bridge # 031-5003-0, Pulaski Road at Lotts Creek, Bulloch County

Penhall is pleased to submit the following proposal for the above-mentioned project. The proposed prices should be considered confidential. All pricing is based off the drawings provided by the Fyfe design team.

Scope of Work:

- Traffic Control, including Road Work signs and any drums or cones needed. It is the County’s expectation that the work would be done under a lane closure so that traffic flow can be maintained across the bridge (there is not a very good detour route for the neighborhoods that are near the bridge).
- Demo and dispose of damaged concrete.
- Replace Post and Rail Bridge Barrier (10 LF)
- Replace End Post per GDOT Standard 4382 (1 EA)
- Install T-Beam Guardrail (21 LF)
- Install W-Beam Guardrail (63 LF)
- Install Type 12-A Terminal (1 EA). This is on the trailing end of the bridge, but due to the offset from the road centerline, we will need a Tp 12 Terminal according to GDOT std 4388. We don’t have a shoulder on the bridge, and not much of a usable shoulder beyond the bridge.

Lump Sum Value: \$139,669.00

General Contractor Responsible for Permits, fees, applications, reports, testing, and any costs associated with these items:

- Bonding (can be added for a rate of 2%)
- On-site engineer, etc.
- Additional Premiums for special insurance coverage(s) required by you or other parties particular to this project

General notes and terms:

1. Full terms and conditions can be found at <https://www.penhall.com/us/standard-terms-conditions/>
2. No retention to be withheld

Attachment: PENHALL PROPOSAL BULLOCH CO LOTTS CREEK 10172022ca (Pulaski Road at Lotts Creek Bridge Repairs)

3. Standby rates will apply if our crew is placed on standby due to a variety of reasons including access restrictions, delays due to third-party inspection, and for any reason outside the control of Penhall. Penhall's standby time will be invoiced to the Customer at an agreed upon day rate. The standby rate for the demolition crew and equipment is \$1,000 per hr. per crew.
4. Payment terms are net thirty (30) days from invoice date
5. Penhall cannot accept Pay-If-Paid.
6. Penhall cannot agree to waive its lien rights.
7. Penhall cannot agree to an indemnity clause where it is responsible for the General Contractor's or Contractor's negligence. Penhall can agree to indemnify to the extent that it is legally liable.
8. This proposal shall become part of any subcontract or purchase order for work contained here-in. Notwithstanding anything to the contrary contained in any Subcontract, the General Contract, the General Terms and Conditions and/ or any other Contract Document related hereto, the Penhall Proposal attached to the contract as Exhibit and incorporated into the contract shall supersede any such inconsistent or contrary provision.
9. Notwithstanding any other provision contained in this Subcontract, or the General Contract, in no event shall either party be liable to the other for loss of use, lost profits, lost rentals, or any other consequential, incidental, or indirect losses or damages (in tort, contract or otherwise), including without limitation, any consequential damages due to either party's termination in accordance with this Subcontract.
10. If the work is to begin with a LOI, all terms and conditions in Penhall's quote shall apply and govern.
11. Penhall must receive a letter of intent or a contract within 30 days of the date above.
12. Any work occurring after 12-31-2022 will be subject to a 4% compounded annual increase in price.

Penhall warrants that its services (the "Work") will be performed in a first class, good and workman like manner, consistent with industry standards, and will conform to the specifications, drawings or descriptions that have been provided to Penhall, for a period of one (1) year from the completion of the Work. If notified of defect or breach of warranty in writing during the warranty period, Penhall will reperform or replace defective services at its cost and expense.

EXCEPT AS SET FORTH IN THIS WARRANTY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AGREEMENT INCORPORATED HEREIN, PENHALL COMPANY MAKES NO OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED. ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We look forward to working in partnership with you and with your team to provide a successful project. Please let me know if you have any questions regarding any of the items in this proposal. Thank you again for the opportunity to provide this proposal.

Curtis Ardoin
Business Development
Penhall Company
Structural Rehabilitation and Maintenance Services
Cell# 832.557.8276
cardoin@penhall.com

Jody Lowe
Operations – Estimating
Penhall Company
Structural Rehabilitation and Maintenance Services
Cell# 346.382.2032
Jlowe@penhall.com

The Proposal Price is based upon the Scope of Work, Conditions, and Exclusions listed above. Please read this entire Proposal carefully. Changes to the Scope of Work or Conditions may result in additional charges. The foregoing is a limited estimate only based on the information provided which does not account for several factors that could significantly impact this limited offer, including but not limited to an investigation of the site and conditions under which the work is to be performed neither of which may have been done prior to the communication of this limited offer. This is not an offer nor is it a guarantee and should not be relied upon for any purpose. Penhall expressly reserves the right to change this limited estimate as further information becomes available to it prior to the commencement of work or the execution of a contract or purchase order. The Proposal Price does not include sales tax, use tax, excise tax, business tax, or other similar taxes or duties. Customer shall pay all such taxes in addition to the Proposal Price, or, alternatively, shall provide Penhall with acceptable proof of tax exemption. Customer understands and agrees that Penhall's Standard Terms and Conditions (which are available on Penhall's website (www.penhall.com/us/standard-terms-conditions) or by request) are incorporated by reference into this Proposal and shall apply, in addition to the terms of this Proposal, to all transactions between Customer and Penhall related to this Proposal. Upon acceptance of this Proposal by Customer (indicated by Customer's authorized signature below), this Proposal, including the Standard Terms and Conditions incorporated by reference, represents the entire agreement between Penhall and Customer, and supersedes any prior negotiations,

representations, or agreements, either written or oral. Payment is due upon receipt or 1% Net 15 days. Any billed amount that remains unpaid after 30 days from invoice date, could be subject to 1 1/2% per month. (18% annual percentage rate). Scanning services do not claim to be equivalent to an x-ray and no promise is made or implied that it represents anything other than a guide as to the location of buried or embedded objects within or below the survey material. Due to the physical aspects of the ground penetrating radar equipment and the various limitations attributed to the technology use, the results can vary depending on several factors. Due to these significant limitations in the equipment and the associated technology, results may be rendered inconclusive. Customer, its representative, and/or owner are aware that the information produced by scanning services is only to be used as a guide and customer accepts these limitations.

Accepted By: _____ Title: _____

Name: _____ Date: _____

Attachment: PENHALL PROPOSAL BULLOCH CO LOTTS CREEK 10172022ca (Pulaski Road at Lotts Creek Bridge Repairs)

2023 ALCOHOL LICENSE – RENEWALS**RECOMMENDATION: APPROVAL****11-15-2022****OFF-PREMISES****PSM 14, Inc dba Lakeview Point-** Kushal Patel**Zip N Food #12-** Meenaben Patel**Stilson Country Corner, Inc-** Gerald Forehand**Parker's #45-** Rashad Keel**ON-PREMISES****Forest Heights Country Club, Inc. –** William L. Herrington

MEMORANUM OF UNDERSTANDING
between
BULLOCH COUNTY BOARD OF COMMISSIONERS
and
CITY OF STATESBORO

THIS AGREEMENT, is entered into this 15th day of November, 2022, by and between the Bulloch County Board of Commissioners (hereinafter the "COUNTY") and the City of Statesboro (hereinafter the "CITY").

WHEREAS, the CITY needs a bus stop shelter location for CITY buses that serve the residents of Statesboro; and

WHEREAS, the COUNTY owns property located at 1 West Altman Street that would be suitable for a bus stop shelter;

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

1. The COUNTY grants the CITY permission to install and maintain a bus stop shelter area on the property owned by the COUNTY located at 1 West Altman Street in Statesboro, Georgia. The exact location of the bus stop shelter is shown on the sketch attached hereto as Exhibit A.
2. CITY buses will utilize the bus stop shelter area during the schedule of operation from 6:00 A.M. to 6:00 P.M., Monday through Friday.
3. CITY buses will incrementally occupy the bus stop shelter area during the schedule of operation for a small period of time up to 10 minutes while passengers embark and disembark the bus.
4. The initial term of this Agreement shall commence on November 15, 2022 and end on December 31, 2022. Thereafter, this Agreement shall automatically renew for successive one-year terms commencing on January 1 and ending on December 31 each year.
5. Either party may terminate this Agreement at any time and for any reason, with or without cause, upon ninety (90) days' written notice to the other party. In the event this Agreement is terminated by either party, the CITY shall promptly remove all of its improvements from the COUNTY'S property and restore the property to the same condition it was in prior to this Agreement.
6. The CITY agrees to indemnify, hold harmless, and defend the COUNTY and its officials, officers, and employees from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable

attorneys' fees) related to or arising in any way out of the CITY'S use of the property as a bus stop shelter. The indemnity obligation of the CITY will survive the expiration or termination of this Agreement.

- 7. Any written notices required or permitted by this Agreement shall be deemed properly given when sent by registered or certified United States mail, postage prepaid, as follows:

If to the COUNTY: Bulloch County Board of Commissioners
 115 North Main Street
 Statesboro, GA 30458
 Attn: County Manager

If to the CITY: City of Statesboro
 P.O. Box 348
 Statesboro, GA 30459
 Attn: City Manager

IN WITNESS WHEREOF, the duly authorized agents of the COUNTY and the CITY have hereinbelow set their hands and seals.

BULLOCH COUNTY BOARD OF COMMISSIONERS

CITY OF STATESBORO

Roy Thompson, Chairman

Jonathan McCollar, Mayor

Attest: _____
Tom Couch, County Manager

Attest: _____
Leah Harden, Clerk

Attachment: Memorandum of Understanding.2nd DRAFT (Bus Stop at Health Department)

PROPOSED BUS STOP

Bulloch County Health Department
Off Pulaski Rd



DEPARTMENT OF
FAMILY & CHILDREN
SERVICES

HEALTH
DEPARTMENT


BUS STOP

PULASKI RD

DENMARK ST

WEST ALTMAN ST



Aug. 2022

