Bulloch County Board of Commissioners Regular Meeting

2.21.2012
Estimated Time: 1 Hour & 15 Minutes
North Main Annex Community Room
Statesboro, Georgia
8:30 AM

Meeting Function:	**Board of Commissioners**	Type of Meeting:	**Regular Meeting**
Meeting Chair:	**Chairman, Garret Nevil (Presiding)**	Recorder:	**Clerk of the Board, Maggie Fitzgerald**
Parliamentarian:	**Chief Legal Counsel, Jeff Akins**	Ex-Officio:	**Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Director; Kirk Tatum, County Engineer; and Mike Boyett and Therman Fail, Area Road Superintendents; and Mike Rollins, Statesboro Bulloch County Parks and Recreation Director.**

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Robert Rushing	8:32 AM	
Roll Call	Clerk of the Board	8:33 AM	
Approval of General Agenda	Chairman Nevil	8:35 AM	
Approval of Minutes – Regular Meeting held on February 7, 2012	Chairman Nevil	8:37 AM	Tab A
Public Comments	Audience	8:40 AM	
Presentations	Chairman Nevil		
Main Street Farmers Market	Debra Chester	8:45 AM	Tab B
Animal Control	Todd McIntosh	9:00 AM	
Consent Agenda	Chairman Nevil	9:15 AM	
Approval of Alcoholic Beverage License for Krutik Patel	Clerk of the Board		Tab C
Approval of Alcoholic Beverage License for Designee Melissa Owens	Clerk of the Board		Tab D
Approval of Agreement with Frontier Communications	Parks and Recreation		Tab E
Approval of Agreement with Statesboro Officials Association	Parks and Recreation		Tab F
Approval of Agreement with British Soccer Camp	Parks and Recreation		Tab G
Approval of Agreement with Doyle Academy	Parks and Recreation		Tab H
Approval of Beverage Contract Renewal with Coca-Cola	Parks and Recreation		Tab I
Approval of Mutual Aid Agreement with East Georgia College	Legal, Transportation, & Engineering		Tab J
Approval of Resolution Quitclaiming Street Lights & Poles to Excelsior EMC	Legal, Transportation, & Engineering		Tab K

Approval of Resolution Accepting a Portion of Morgan Road	Legal, Transportation, & Engineering		Tab L
Approval of Resolution Accepting Barri Way	Legal, Transportation, & Engineering		Tab M
New Business	Chairman Nevil	9:20 AM	
Discussion/Action: Alcohol Ordinance Amendment	County Manager & Legal		Tab N
Commission and Staff Comments	Chairman Nevil, et al.	9:30 AM	
Adjourn	Chairman	9:45 AM	

Additional Information

Background information in Board packets

February 7, 2012
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 p.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Robert Rushing gave the invocation and the pledge of allegiance.

Mr. Thomas Couch, County Manager, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Vice Chairman Ethridge (arrived late), Commissioner Mosley, Commissioner Simmons, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson. The following staff were present: County Manager Thomas Couch, Recorder/Business Office Manager Molly Durden, County Attorney Jeff Akins, Development Services Director Andy Welch, Chief Financial Officer Harry Starling, County Engineer Kirk Tatum, Area Road Superintendent Mike Boyett, and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil opened the meeting for Public Hearings regarding Zoning and Land Use matters and stated that the first item of business was the approval of the Zoning and Land Use Agenda. Chairman Nevil asked for amendments or modifications of the Zoning and Land Use Agenda. Hearing none, Commissioner Simmons offered a motion to approve the Zoning and Land Use Agenda as presented. Commissioner Rushing seconded the motion, and it carried unanimously. Chairman Nevil asked Zoning Administrator Randy Newman to present the two items of business.

Zoning Administrator Randy Newman presented Item #1 which was an application submitted by Frankie B. Kruse requesting a rezone from Ag-5 (Agricultural 5 acres) to R-40 (Residential 40,000 square feet). Mr. Newman stated that the original parcel was grandfathered in as a Manufactured Home Park under Ag-5, and that Ms. Kruse would like to rezone 1.46 acres out of the 7.3 acre tract to sell to Ms. Eula G. Scott. Mr. Newman stated that the property is located on Highway 46 in Kozy Korner Manufactured Home Park, tax map #079 000024 000. The Staff recommended and the Planning and Zoning Commission voted to approve the request. Acting as Agent, Ms. Eula Scott stated that she started making monthly payments to purchase the property in 1995, after the Zoning regulations were in place, but now she has paid for the property

and would like to rezone it in order to get a plat of the property. No one signed up to speak for or against the request. After some discussion, Commissioner Thompson offered a motion to approve the request submitted by Frankie B. Kruse for a rezone from Ag-5 (Agricultural 5 acres) to R-40 (Residential 40,000 square feet). Commissioner Gibson seconded the motion, and it carried unanimously.

Zoning Administrator Randy Newman presented Item #2 which was an application submitted by Anthony Ferguson requesting a conditional use for multiple uses on the property, including a Bed and Breakfast, a building to host public functions, a recreation facility to hold skeet shoots, and a farm supply store. Mr. Newman stated that the property consists of 167 acres, and is located on Driggers Road, tax map #173 000018 000. The Staff recommended and the Planning and Zoning Commission voted to approve the request with conditions. Mr. Anthony Ferguson stated that he agreed with all of the conditions, and if approved he would host birthday parties and other events on the property. No one signed up to speak for or against the request. After further discussion and questions from the Board, Commissioner Thompson offered a motion to approve the conditional use request with the conditions as set forth in Exhibit #2012-6. Commissioner Ethridge seconded the motion, and it carried unanimously.

Sign-in sheets for Zoning Matters are shown in Exhibit #2012-7.

Chairman Nevil closed the Public Hearings regarding Zoning and Land Use matters, and asked for amendments or modifications of the General Agenda. County Manager Thomas Couch asked that the General Agenda be amended by transferring Item #4 from the Consent Agenda to the New Business Agenda as Item #2 for the discussion and/or action with regard to an agreement for the sale of tractors and mowers. Hearing no further amendments or modifications, Commissioner Simmons offered a motion to approve the General Agenda as amended. Commissioner Mosley seconded the motion, and it carried unanimously.

The next item of business was the approval of the Minutes for the Regular Meeting held on January 17, 2012. Chairman Nevil called for corrections or modifications to the Minutes. Without hearing any corrections or modifications, Commissioner Gibson offered a motion to approve the minutes as presented. Commissioner Ethridge seconded the motion, and it carried unanimously.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. County Manager Thomas Couch stated there were no formal requests or petitions received in writing. Hearing no comments from the public, Chairman Nevil moved forward to the next item on the Agenda.

Chairman Nevil stated that the next item on the Agenda was to approve the Consent Agenda as follows: (1) to grant an alcoholic beverage license for package retail beer and wine sales to Vatsal and Bindiya Pithwa of Maruti Food and Gas, LLC, doing business as 301 Food and Gas, which is located at 17899 US Highway 301 North in Unincorporated Bulloch County; (2) to authorize a sole source procurement award to Pyro Shows of Lafolette, Tennessee for the Swing into Spring Celebration at Mill Creek Park (See Exhibit #2012-8); (3) to dispense with the reading and adopt a resolution authorizing the sale of equipment upon being declared unserviceable (See Exhibit #2012-9); (4) to dispense with the reading and adopt a resolution to authorize the transfer of vehicles from the Sheriff's Department to Ogeechee Technical College (See Exhibit #2012-10); (5) to dispense with the reading and adopt a resolution authorizing the acceptance of Cypress Hollow Court in Grand Cypress Subdivision (See Exhibit #2012-11); and (6) to dispense with the reading and adopt a resolution amending the County's Financial Policies (See Exhibit #2012-12). Without discussion, Commissioner Mosley offered a motion to approve the Consent Agenda as presented. Commissioner Simmons seconded the motion, and it carried unanimously.

Without any items of Old or Unfinished Business, Chairman Nevil stated that the first item of New Business was the discussion regarding the proposed amendments to the County Code of Ordinances pertaining to Occupational Taxes. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch summarized previous discussions regarding the proposed amendment to the Occupational Tax fees, and stated that he recommended using a model such as Screven County, which uses a fee schedule determined by the number of employees, but not using a cap. After further discussion, the Board came to the consensus that the Board would make a decision regarding how to amend the County Code of Ordinances pertaining to Occupational Taxes during the second meeting in March. No action was taken regarding this matter.

Chairman Nevil stated that the second item of New Business was for the discussion and/or action regarding an agreement for the sale of tractors and mowers. Chairman Nevil called on County Manager Thomas Couch to initiate the discussion regarding the matter, and Mr. Couch stated that the agreement with J.M. Wood Auction Company, Inc., authorizes the company to sell, at auction, four John Deer tractors and five Woods mowers with a guarantee that Bulloch County will receive a minimum cash amount of $100,000.00, less 8% commission, netting in $92,000.00. Mr. Couch also discussed the offer from Flint Equipment to purchase five motor graders for $530,000.00. After further discussion from County Engineer Kirk Tatum and the Board, Commissioner Thompson offered a motion to approve the agreement with J. M. Wood Auction Company for the sale of mowers and tractors (See Exhibit #2012-13). Commissioner Rushing seconded the motion, and it carried with a vote of 5 to 1. Commissioner Gibson voted against the motion. County Attorney Jeff Akins stated that Board needed to approve the agreement with the Flint Equipment Company for the sale of the motor graders. Commissioner Thompson offered a motion to approve the agreement with the Flint Equipment Company for the sale of the motor graders (See Exhibit #2012-14). Commissioner Simmons seconded the motion, and it carried unanimously.

Chairman Nevil asked each Commissioner to take thirty seconds for any general comments or statements, beginning with Commissioner Ethridge and then proceeding down the bench accordingly. Commissioner Ethridge, Commissioner Simmons, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson, and Commissioner Mosley all welcomed the audience and thanked the students for attending the meeting. Commissioner Simmons recognized Reverend Torrence, and thanked him for attending. Commissioner Rushing stated that he is proud of the proposed amendments to the Occupational Tax and would like to see the Fire Fees amended in the future.

After further discussion, Chairman Nevil asked for comments from the Staff, and County Manager Thomas Couch reviewed a memo regarding Georgia Department of Transportation and possible funding for intersections and roundabouts. Mr. Couch discussed proposals for bond underwriting, and reminded the Board about the scheduled Workshop for February 14th.

Chairman Nevil asked if there were any further comments from the Commission or Staff. Hearing no further comments from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Gibson offered a motion to adjourn the meeting. Commissioner Ethridge seconded the motion, and it carried unanimously.

_____

J. Garrett Nevil, Chairman

_____

Attest: Maggie Fitzgerald, Clerk of the Board

Things to know about the Mainstreet Farmers Market

The Mainstreet Farmers Market is held for 34 Saturdays in the downtown Sea Island Bank parking area.

- These markets generated over $230,000 in product sales for local vendors(2011). EBT and Credit Cards are accepted.

- The market is a non profit organization whose fiscal agent is the City of Statesboro. There is a membership fee of $50 and space "rental" fees of $10 per week which produced an income of $10,000 for the 2011 season. Sponsorships for the market and fundraisers were $8000.

- The weekly average for vendor participation is 40 vendors. The weekly average for customer attendance was 1000 which resulted in 34,000 people coming to the market over the season.

- The Mainstreet Farmers Market 2 Go on line venue, was initiated in December 2010 and provides on line shopping every week of the year. The pick up site is at Sugar Magnolia Bakery on Thursdays from 4:30-6:30 and a second pick up site was added at the GSU Botanical Garden in November 2011.

- The Market is now held on the GSU campus twice a month and is sponsored by the Wellness Center and the Office of Sustainability.

- The market has employed a market manager this past season with the assistance of the City of Statesboro budgeting $5000 toward a $10,000 salary for a year of services (20 hours a week from April-November; 10 hours a week from December- March).
- The market will require other revenue sources to maintain the growing needs of the market including Market Manager position, stipends for on line pick help and book keeping services. Grants, sponsorships and membership fees are all resources which have and will continue to be utilized.

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 02.21.2012		
Public Safety: Sheriff, Administration: County Clerk	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine sales to Krutik Patel for Ashray Food Mart Inc., doing business as Ashray Food Mart, and is located at 8090 Nevil's Groveland Road, Statesboro, GA.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

There is no apparent reason to deny the application. Approval is recommended. Application is attached. Criminal history is attached.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	MA	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	2.13.12	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Office of the Sheriff

SHERIFF
LYNN M. ANDERSON

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

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

NAME: KRUTIK PATEL

BUSINESS: ASHRAY FOOD MART INC

LOCATION: 8090 Nevils-Groveland Rd
STATESBORO

CRIMINAL HISTORY: OK

RESIDENCY: OK

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

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

This 6 Day of Feb, 2012

NOTARY PUBLIC

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

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

DATE OF APPLICATION_____ NEW ✓ RENEWAL_____

Type of Business to be operated:

✓	Retail beer and wine packaged only	$1,500.00
____	Retail beer and wine by the drink (pouring license)	$1,500.00
____	Retail liquor by the drink (pouring license)	$3,000.00
____	Pouring license (beer, wine, and liquor)	$4,500.00
____	Wholesale license	$1,200.00
____	Farm Winery	$2,250.00
____	Catering License (off premise)	$ 500.00
____	Application Fee (***due upon returning application***)	$ 250.00
____	Event Permit	$ 50.00
____	License Transfers	$ 250.00
____	Temporary Permit (all forms)	$ 250.00

$250.00 pd Appfee 2/3/2012

Total license fee (include the application fee) $ 1750.00

***Late Penalty ***
All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name KRUTIK SIDDHARTH PATEL
Name of business ASHRAY FOOD MART INC
Location of business 8090 NEVIL'S GROVELAND ROAD, STATESBORO 3045
Type of business organization (Corporation, limited liability company, partnership, etc.)
CORPORATION.
Business mailing address 8090 NEVIL'S GROVELAND ROAD 30458 Phone _____
Applicant's home address 212B COURTNEY WAY 30458 Phone 912-844-2524
Applicant's age 29 Date of birth [redacted] Social Security # [redacted]

Are you a resident U.S. Citizen?
YES ✓ NO ____

Are you a resident of Bulloch County?
YES ✓ NO ____

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

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?
YES ✓ NO _____

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? _____

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

_____ _____

_____ _____

_____ _____

_____ _____

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee EVER been denied an alcoholic beverage license?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO ✓_____

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____ Attest: _____
J. Garrett Nevil, Chairman Maggie R. Fitzgerald, Clerk

Response Key: .BUSX-

0590211 GA-CCH 20120206 09:19:01 20120206 09:19:01 2015038C47

Georgia Crime Information Center
3121 Panthersville Road
Decatur, GA 30037
(404) 244-2639

********** CRIMINAL HISTORY RECORD **********

Produced on 2012-02-06

********** Introduction **********

This rap sheet was produced in response to the following request:

FBI Number	316747DC3
State Id Number	GA3137634J (GA)
ARN	ALR ASHRAY MINI MART
Purpose Code	E
Attention	NEVILS/KCM

The information in this rap sheet is subject to the following caveats:

**THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2012-02-06 (GA; 2007-08-11)

Important! Criminal history record information is obtained one of two ways: 1) by conducting an inquiry using personal identifiers such as name and date of birth (name search), or 2) by submitting fingerprint cards to the Georgia Crime Information Center (GCIC). When conducting a name search for criminal history record information, there is a possibility that the information returned belongs to a different person with the same, or similar, identifiers. In this case, a positive match of the person whose criminal history record is sought requires submission of fingerprint cards to GCIC. When conducting a fingerprint search for criminal history record information, the information returned does, in fact, belong to the individual. In this case, conducting a name search using the individual's personal identifiers would be the same information. (GA; 2007-08-11)

When the information contained in a criminal history report causes an adverse employment or licensing decision the individual, business or agency making the decision must inform the applicant of all information pertinent to the decision. The disclosure must include information that a criminal history record check was conducted, the specific contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision is a misdemeanor offense under Georgia law. Additionally, any unauthorized dissemination of this record or information herein also violates Georgia law. The plea of nolo contendere may be considered a conviction for some purposes: however, except as otherwise provided by law, it shall not be used against the defendant in any other court as a conviction or admission of guilt or for the purpose of effecting any civil disqualification of the defendant to hold public office, to vote, to serve upon any jury, or any other civil disqualification imposed upon a person convicted of any offense under the laws of this state. (GA; 2007-08-11)

In the event that identifiers are not clearly associated to a specific

cycle, the information is most likely non-fingerprint based information received from the Department of Corrections at the time of release from incarceration. (GA; 2007-08-11)

********** IDENTIFICATION **********

Subject Name(s)

PATEL, KRUTIK (2007-08-08)

Subject Description

FBI Number	State Id Number
316747DC3	GA3137634J

Social Security Number
[redacted] (2007-08-08)

Sex	Race
Male (2003-12-13)	Asian (2003-12-13)

Height	Weight	Date of Birth
5'11" (2003-12-13)	110 (2003-12-13)	[redacted] (2007-08-08)

Hair Color	Eye Color
Black (2003-12-13)	Brown (2003-12-13)

Scars, Marks, and Tattoos

Code	Description
TAT NECK	TATTOO - NECK,

Place of Birth
INDIA (2003-12-13)

III Record	SSO

********** CRIMINAL HISTORY **********

========== OTN 00111329654 (Cycle 1 of 1) ==========

Offender Tracking Number (OTN)	00111329654
Earliest Event Date	2003-12-13
Offense Date	2003-12-13
Arrest SRF	66666666

Arrest	(Cycle 1)
Arrest Date	2003-12-13
Case Number	
Arresting Agency	GA0250500 PORT WENTWORTH POLICE DEPARTMENT
Subject's Name	PATEL, KRUTIK
Arrest Type	Adult

Charge

Charge Tracking Number	00111329654-1
Charge Literal	DUI - DRIVING UNDER THE INFLUENCE OF ALCOHOL
Statute	40-6-391(A)(1); GA
State Offense Code	5404
Severity	Misdemeanor

Court Disposition	(Cycle 1)
Case Number	0313359
Court Agency	GA025031J
Subject's Name	PATEL, KRUTIK
Charge	
Charge Tracking Number	00111329654-1
Charge Literal	DUI - DRIVING UNDER THE INFLUENCE OF ALCOHOL
Statute	40-6-391(A)(1); GA
State Offense Code	5404
Severity	Misdemeanor
Disposition	GUILTY (CONVICTED / ADJUDICATED) (2004-01-20; Convicted)

Sentencing	(Cycle 1)
Case Number	
Sentence Date	2004-01-20
Sentencing Agency	GA025031J PORT WENTWORTH MUNICIPAL COURT
Charge	
Charge Tracking Number	00111329654-1
Sentence	OTHER SENTENCE TYPE --PAID SCHOOL (MAY INCLUDE OBTAINING GED) COMMUNITY SERVICE OTHER SENTENCE TYPE --OTHER SENTENCE CONDITION VICTIM IMPACT PANELL SUSPENDED SENTENCE 8 DAYS PROBATION 12 MONTHS FINE $600 CONFINEMENT 2 DAYS

********** INDEX OF AGENCIES **********

Agency	PORT WENTWORTH MUNICIPAL COURT; GA025031J; JUDGE
Address	305 SOUTH COASTAL HIGHWAY PORT WENTWORTH, GA 314070000

Agency	PORT WENTWORTH POLICE DEPARTMENT; GA0250500; CHIEF
Address	305 SOUTH COASTAL HIGHWAY PORT WENTWORTH, GA 314070000

* * * END OF RECORD * * * U[a]

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 02.21.2012		
Public Safety: Sheriff, Administration: County Clerk	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine sales to Tonya Rollins (Owner) and Melissa Owens (Designee) for J & T Minit Mart, LLC., doing business as J & T Minit Mart, and is located at 4626 US Highway 25, Portal, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

There is no apparent reason to deny the application. Approval is recommended. Application is attached. Criminal histories are attached.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE	2.13.12	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Office of the Sheriff

SHERIFF
LYNN M. ANDERSON

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

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

NAME: Tonya Rollins

BUSINESS: J & T Mini Mart

LOCATION: 4626 Hwy 25
Portal

CRIMINAL HISTORY: OK

RESIDENCY: Metter, GA

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

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

This 6 Day of Feb, 2012

NOTARY PUBLIC

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

Response Key: .BUSX-

0590206 GA-CCH 20120206 09:17:32 20120206 09:17:31 2015038C44

Georgia Crime Information Center
3121 Panthersville Road
Decatur, GA 30037
(404) 244-2639

********** CRIMINAL HISTORY RECORD **********

Produced on 2012-02-06

********** Introduction **********

This rap sheet was produced in response to the following request:

FBI Number	689033V1
State Id Number	GA00675975 (GA)
ARN	ALR JT MINIMART
Purpose Code	E
Attention	NEVILS/KCM

The information in this rap sheet is subject to the following caveats:

**THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2012-02-06 (GA; 2007-08-11)

Important! Criminal history record information is obtained one of two ways: 1) by conducting an inquiry using personal identifiers such as name and date of birth (name search), or 2) by submitting fingerprint cards to the Georgia Crime Information Center (GCIC). When conducting a name search for criminal history record information, there is a possibility that the information returned belongs to a different person with the same, or similar, identifiers. In this case, a positive match of the person whose criminal history record is sought requires submission of fingerprint cards to GCIC. When conducting a fingerprint search for criminal history record information, the information returned does, in fact, belong to the individual. In this case, conducting a name search using the individual's personal identifiers would be the same information. (GA; 2007-08-11)

When the information contained in a criminal history report causes an adverse employment or licensing decision the individual, business or agency making the decision must inform the applicant of all information pertinent to the decision. The disclosure must include information that a criminal history record check was conducted, the specific contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision is a misdemeanor offense under Georgia law. Additionally, any unauthorized dissemination of this record or information herein also violates Georgia law. The plea of nolo contendere may be considered a conviction for some purposes: however, except as otherwise provided by law, it shall not be used against the defendant in any other court as a conviction or admission of guilt or for the purpose of effecting any civil disqualification of the defendant to hold public office, to vote, to serve upon any jury, or any other civil disqualification imposed upon a person convicted of any offense under the laws of this state. (GA; 2007-08-11)

In the event that identifiers are not clearly associated to a specific

cycle, the information is most likely non-fingerprint based information received from the Department of Corrections at the time of release from incarceration. (GA; 2007-08-11)

********** IDENTIFICATION **********

Subject Name(s)

THIGPEN, TONYA LASTINGER (2007-08-08)
MILLS, TONYA PHILLIS (AKA) (2007-08-08)

Subject Description

FBI Number
689033V1

State Id Number
GA00675975

DOC Number
EF182059

Social Security Number
[redacted] (2007-08-08)

Sex
Female (1984-07-31)

Race
White (1984-07-31)

Date of Birth
[redacted] (2007-08-08)

III Record
SSO

********** CRIMINAL HISTORY **********

========== OTN 99001958193 (Cycle 1 of 3) ==========

Offender Tracking Number (OTN)	99001958193
Earliest Event Date	1979-11-14
Offense Date	1979-11-14
Arrest SRF	24012024

Arrest	(Cycle 1)
Arrest Date	1979-11-14
Case Number	79110119
Arresting Agency	GA0160100 STATESBORO POLICE DEPARTMENT
Subject's Name	THIGPEN, TONYA LASTINGER
Arrest Type	Adult

Charge

Charge Tracking Number	99001958193-1
Charge Literal	THEFT BY SHOPLIFTING
Charge Description	T BY T
Statute	16-8-14; GA
State Offense Code	2373
Severity	Unknown

========== OTN 00005736566 (Cycle 2 of 3) ==========

Offender Tracking Number (OTN)	00005736566
Earliest Event Date	1984-01-27

Offense Date	1984-01-27
Arrest SRF	27683515
Judicial SRF	28250474
Corrections SRF	29263567

Arrest	(Cycle 2)
Arrest Date	1984-01-27
Case Number	84010200
Arresting Agency	GA0160100 STATESBORO POLICE DEPARTMENT
Subject's Name	MILLS, TONYA PHILLIS
Arrest Type	Adult
Charge	
Charge Tracking Number	00005736566-1
Charge Literal	THEFT BY TAKING
Statute	16-8-2; GA
State Offense Code	2382
Severity	Unknown

Court Disposition	(Cycle 2)
Case Number	84010200
Court Agency	GA016015A
Subject's Name	MILLS, TONYA PHILLIS
Charge	
Charge Tracking Number	00005736566-1
Charge Literal	THEFT BY TAKING
Statute	16-8-2; GA
State Offense Code	2382
Severity	Unknown
Disposition	GUILTY (CONVICTED / ADJUDICATED) (1984-09-28; Convicted)

Sentencing	(Cycle 2)
Case Number	
Sentence Date	1984-09-28
Sentencing Agency	GA016015A OGEECHEE JUDICIAL CIRCUIT DISTRICT ATTORNEY
Charge	
Charge Tracking Number	00005736566-1
Sentence	RESTITUTION SURCHARGE OTHER SENTENCE TYPE --OTHER SENTENCE CONDITION 500 HOURS COMM SERV FINE $1002 PROBATION 5 YEARS

Corrections	(Cycle 2)
Case Number	
Corrections Agency	GA005045C BALDWIN COUNTY CORRECTIONAL INSTITUTE
Subject's Name	MILLS, TONYA PHILLIS
Correctional Id Number	EF182059
Supervision Date	1985-07-12
Correction Action	PROBATION REVOKED
Correction Comment	SV 2Y

Corrections (Cycle 2)
Case Number
Corrections Agency GA060025C DEPARTMENT OF CORRECTIONS HEADQUARTERS
Subject's Name MILLS, TONYA PHILLIS

Correctional Id Number EF182059
Supervision Date 1986-05-06
Correction Action PAROLED
Correction Comment SRF/34782602

========== OTN Õ0005403753 (Cycle 3 of 3) ==========
Offender Tracking Number (OTN) 00005403753
Earliest Event Date 1984-07-31
Offense Date 1984-07-31
Arrest SRF 28141236
Judicial SRF 28730040

Arrest (Cycle 3)
Arrest Date 1984-07-31
Case Number
Arresting Agency GA0160000 BULLOCH COUNTY SHERIFFS OFFICE
Subject's Name THIGPEN, TONYA LASTINGER
Arrest Type Adult

Charge
Charge Tracking Number 00005403753-1
Charge Literal TERRORISTIC THREATS AND ACTS
Charge Description TERRORISTIC THREATS
Statute 16-11-37; GA
State Offense Code 1386
Severity Felony

Court Disposition (Cycle 3)
Case Number 2015
Court Agency GA016015J
Subject's Name THIGPEN, TONYA LASTINGER

Charge
Charge Tracking Number 00005403753-1
Charge Literal TERRORISTIC THREATS AND ACTS
Statute 16-11-37; GA
State Offense Code 1386
Severity Felony
Disposition NO BILL (1985-02-04; Acquitted)

********** INDEX OF AGENCIES **********

Agency BALDWIN COUNTY CORRECTIONAL INSTITUTE;
GA005045C;
WARDEN
Address
PO BOX 218
HARDWICK, GA 310340000

Agency BULLOCH COUNTY SHERIFFS OFFICE; GA0160000;

SHERIFF

Address

17257 HIGHWAY 301 NORTH
STATESBORO, GA 304588421

Agency STATESBORO POLICE DEPARTMENT; GA0160100;
CHIEF

Address

22 WEST GRADY STREET
STATESBORO, GA 304580000

Agency OGEECHEE JUDICIAL CIRCUIT DISTRICT ATTORNEY ;
GA016015A;
PROSECUTOR

Address

1 COURTLAND STREET SECOND FLOOR
STATESBORO, GA 304580000

Agency BULLOCH COUNTY SUPERIOR COURT; GA016015J;
JUDGE

Address

20 SIEBALD STREET
STATESBORO, GA 304588421

Agency DEPARTMENT OF CORRECTIONS HEADQUARTERS;
GA060025C;
WARDEN

Address

2 MLK JR DRIVE EAST TOWER ROOM 656
ATLANTA, GA 303340000

* * * END OF RECORD * * * U[a]

* Owner(s) *

BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION_____ NEW ✓ RENEWAL_____

Type of Business to be operated:

✓	Retail beer and wine packaged only	$1,500.00
_____	Retail beer and wine by the drink (pouring license)	$1,500.00
_____	Retail liquor by the drink (pouring license)	$3,000.00
_____	Pouring license (beer, wine, and liquor)	$4,500.00
_____	Wholesale license	$1,200.00
_____	Farm Winery	$2,250.00
_____	Catering License (off premise)	$ 500.00
✓	Application Fee (***due upon returning application***)	$ 250.00
_____	Event Permit	$ 50.00
_____	License Transfers	$ 250.00
_____	Temporary Permit (all forms)	$ 250.00
	Total license fee (include the application fee)	$_____

***Late Penalty ***
All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name Tonya Rolling
Name of business J & T Mini Mart, LLC
Location of business 4626 U.S. Highway 25, Portal Ga. 30450
Type of business organization (Corporation, limited liability company, partnership, etc.)
Limited Liability Company
Business mailing address P.O. Box 505 Statesboro, Ga 30459 Phone (912) 489-8756
Applicant's home address 5279 E. Old Savannah Road, Millen, Ga. 30442 Phone (912) 865-2614
P.O. Box 66, Portal, Ga. 30450
Applicant's age 58 Date of birth [redacted] Social Security # [redacted]

Are you a resident U.S. Citizen?
YES ✓ NO ____

Are you a resident of Bulloch County?
YES ____ NO ✓

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

Designee's Name & Home Address Melissa Owens, 26 Warnock St, Register, Ga. 30452
Designee's Home Phone 912-601-7112 Designee's Age 38
Designee's Date of Birth [redacted] Designee's SS# [redacted]

Are you the owner of the business?
YES ✓ NO ____
If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.
If "No", what is your title or interest in the business? ____

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

Tonya Rollins
Melissa Owens

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?
YES ____ NO ✓
If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee EVER been denied an alcoholic beverage license?
YES ____ NO ✓
If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Sales Contract / Lease

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____ Attest: _____

J. Garrett Nevil, Chairman Maggie R. Fitzgerald, Clerk

Office of the Sheriff

SHERIFF
LYNN M. ANDERSON

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

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

NAME: Melissa Owens

BUSINESS: J & T Mini Mart

LOCATION: 4626 Hwy 25
Portal

CRIMINAL HISTORY: OK

RESIDENCY: OK

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

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

This 6 Day of Dec, 2012

Sheryl Daga
NOTARY PUBLIC

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

XX Designee XX

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

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION_____ NEW ✓ RENEWAL_____

Type of Business to be operated:

✓	Retail beer and wine packaged only	$1,500.00
_____	Retail beer and wine by the drink (pouring license)	$1,500.00
_____	Retail liquor by the drink (pouring license)	$3,000.00
_____	Pouring license (beer, wine, and liquor)	$4,500.00
_____	Wholesale license	$1,200.00
_____	Farm Winery	$2,250.00
_____	Catering License (off premise)	$ 500.00
✓	Application Fee (***due upon returning application***)	$ 250.00
_____	Event Permit	$ 50.00
_____	License Transfers	$ 250.00
_____	Temporary Permit (all forms)	$ 250.00
	Total license fee (include the application fee)	$ _____

***Late Penalty ***
All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Designee's name & info

Applicant's full name Melissa Owens

Name of business JJT Mini Mart, LLC

Location of business 4626 U.S. Hwy 25, Portal, Ga. 30450

Type of business organization (Corporation, limited liability company, partnership, etc.)

Limited Liability Company

Business mailing address P.O. Box 505 Statesboro, Ga 30459 Phone (912) 489-8756

Applicant's home address 26 Warnock St, Register, Ga. 30452 Phone (912) 601-7112

Applicant's age 38 Date of birth [redacted] Social Security # [redacted]

Are you a resident U.S. Citizen?

YES ✓ NO ____

Are you a resident of Bulloch County?
YES ✓ NO ____

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

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?
YES _____ NO ✓

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? Owner's daughter

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

_____ _____

_____ _____

_____ _____

_____ _____

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee EVER been denied an alcoholic beverage license?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Sales Contract / Lease

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO ✓

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____ This _____ day of _____, 20___.

Bulloch County Board of Commissioners

By: _____ Attest: _____

J. Garrett Nevil, Chairman Maggie R. Fitzgerald, Clerk

Response Key: .BUSX-

0590207 GA-CCH 20120206 09:17:43 20120206 09:17:42 2015038C45
IR.GASIR0000.GA0160001.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:
DATE: 20120206 PUR: E ATTN: NEVILS/KCM
ARN: ALR JT MINIMART
RESPONSE DATE: 20120206

QUERY REQUESTED ON:
NAM/OWENS, MELISSA M
DOB/[redacted]
SEX/F
RAC/W
SOC/[redacted]

NO RECORD FOUND

END OF RECORD

U[a]

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
PARKS & RECREATION DEPT.	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve an agreement with Frontier Communications to install equipment at Mill Creek Regional Park for the purpose of providing WI-Fi service in the Park.

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

In turn Frontier will credit our account for the cost of any internet services we need at that location. An annual savings of approximately $2400.00 .

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES ✓	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL MR	INITIAL	INITIAL	INITIAL	INITIAL	INITIAL
DATE 2/14/2012	DATE	DATE	DATE	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

LICENSE AGREEMENT

This License Agreement is entered into by and between the Bulloch County Board of Commissioners ("Licensor") and Frontier Communications of America, Inc ("Licensee"), on behalf itself and, where applicable, its affiliate(s). The parties agree as follows:

1. BASIC LICENSE PROVISIONS: Each reference in this Agreement to any of the following terms is incorporated therein as if fully set forth:

Date of this Agreement: _____, _____, 2012.

Commencement Date: The Commencement Date is defined as the first date on which Licensee places any facilities at the location, or thirty (30) days from the Date of this Agreement, whichever occurs first.

Location:

Mill Creek Park
Statesboro, GA 30458

Address for Notices:

If to Licensor:

Mr. Mike Rollins
P. O. Box 408
Statesboro, GA 30458

If to Licensee:

Frontier
Greg Stephens, Area General Manager
250 South Franklin
Cookeville, TN 38501

2. LICENSE: Licensor hereby grants to Licensee a license to use, in accordance with the terms and conditions set forth in this Agreement, space for telecommunications equipment in, at or about the Location. Licensee shall have the right to replace its equipment, subject to the prior written approval of Licensor, which approval shall not be unreasonably withheld or delayed. Licensee may, subject to Licensor's prior approval, which approval shall not be unreasonably withheld or delayed, also install and maintain or cause to be installed, maintained or replaced conduit, wires, cables and other facilities related to Licensee's equipment. Licensee also may use electric power facilities as may be necessary related to the operation and maintenance of its equipment and related facilities. The exact location of Licensee's equipment, conduit, cables and other facilities shall be subject to prior approval of Licensor, which approval will not be unreasonably withheld or delayed.

3. TERM: This Agreement shall be for one (1) year from the Commencement Date, unless sooner terminated in accordance with the terms hereof. This Agreement thereafter shall automatically renew for successive one (1) year terms, unless terminated by either party by sixty (60) days' written notice prior to the renewal date.

4. PAYMENT: Licensee shall provide Licensor an annual credit on its telecommunications bill with Licensee (or Licensee's affiliate(s)) of $2,674.32 before taxes. This credit will be applied annually and Licensor's monthly bill will still be issued but will show a credit amount only. The parties agree that, upon request of either party, this annual credit may be re-negotiated in good faith on an annual basis effective as of the anniversary of the Effective Date. If the parties are unable to reach an agreement on the amount of the credit after good faith negotiations, either party may terminate this Agreement upon sixty (60) days' prior written notice. In the event that Licensor no longer utilizes License or its affiliate(s) as its provider, the parties agree to negotiate in good faith a license fee. If the parties are unable to reach an agreement on the amount of the fee after good faith negotiations, either party may terminate this Agreement upon sixty (60) days' prior written notice.

5. PERMITTED USE BY LICENSEE: Licensee intends to use, and Licensor agrees that Licensee shall be permitted to use, the areas within the Location for the installation, construction, operation, maintenance, repair and replacement of Licensee's equipment and related facilities for the transmission and reception of wireless telecommunications services, subject to the terms and conditions set forth in this Agreement and for no other purpose, except to the extent to which Licensor otherwise may consent, which consent shall not be unreasonably withheld or delayed.

6. CONTINGENCIES: Licensor acknowledges that Licensee's ability to use the Licensed Area for its intended purposes is contingent upon Licensee obtaining and maintaining throughout the term hereof, as same may be extended, all governmental approvals that may be required by any federal, state or local authority (the "Governmental Approvals") for the foregoing permitted use with respect to the Location and improvements to the Licensed Area desired by Licensee and approved by Licensor in accordance with the terms of this Agreement. Licensor shall cooperate reasonably with Licensee in Licensee's efforts to maintain such Governmental Approvals.

If any of the following occurs, Licensee shall have the right to terminate this Agreement with respect to the Location or any portion thereof:

A. Licensee's application for any Governmental Approval necessary for Licensee's use of the Location or any portion thereof is delayed for more than two hundred seventy (270) days from the date of this Agreement or is denied; or

B. Any Governmental Approval necessary for Licensee's use of the Location or any portion thereof is canceled, expires, lapses or is otherwise withdrawn, terminated or denied through no fault of Licensee so that Licensee will no longer be able to use the Location or portion thereof; or

C. Licensee has notified Licensor that the Location or any portion thereof has become unsuitable for Licensee's operation due to changes in Licensee's Equipment or network design and Licensee has, simultaneous with the delivery of such notice, delivered to Licensor a cancellation payment in the amount of a pro-rated portion of the annual Payment in effect at the time such notice is given.

Any termination notice rendered by Licensee pursuant to this Section shall cause this Agreement to expire with respect to the Location or portion thereof with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement. The parties also shall make appropriate adjustments with respect to Payments by the Licensee under this Agreement.

7. SPECIAL TERMINATION RIGHTS: In addition to Licensee's termination rights set forth elsewhere in this Agreement, this Agreement may be terminated by Licensee without further obligation to make any Payment hereunder upon thirty (30) days' prior written notice if Licensee is unable to construct or operate its communications facilities in a satisfactory manner.

8. LICENSEE'S RIGHT TO VACATE: Licensee may at any time during the term of this Agreement, and any extension thereof, vacate the Licensed Area provided Licensee continues to perform its obligations under this License Agreement until and unless terminated in accordance with its terms.

9. ACCESS: Licensor agrees that Licensee shall have access to the Location for the purpose of installing, maintaining and operating or causing the installation and maintenance of Licensee's Equipment and to the areas where Licensee's conduit, wires, cables and other connecting equipment are located for the purpose of maintaining, repairing, testing and replacing or causing the maintenance, repair, testing and replacement of same, such access to be twenty-four (24) hours per day, seven (7) days per week for emergencies and during normal business hours for routine maintenance and inspection visits. Specific access arrangements shall be made in accordance with the security procedures for the Location specified from time to time in writing, by Licensor. In connection with the exercise of the foregoing rights of access, it is agreed that only authorized engineers, employees or properly authorized contractors of Licensee or persons under their direct supervision will be permitted to enter the Location. Licensee agrees to abide, and will cause its contractors, agents and employees to abide, by all security practices for non-Licensor employees with access to the Location and Licensor shall provide Licensee with a copy of such practices if and to the extent same are in written form and generally available to the public.

10. INDEMNIFICATION AND INSURANCE:

A. Each party agrees to indemnify and hold the other party harmless from and against any and all claims, liabilities, costs and expenses (including without limitation, attorney's fees) to the extent that they result from or arise out of: (i) the acts or omissions of the indemnifying party, its agents, contractors or employees in, on or about the Location, except to the extent due to or caused by the acts or omissions of the other party, its employees, contractors or agents; or (ii) the indemnifying party's breach of any term or condition of this Agreement, except to the extent due or caused by the breach of any term or condition of this Agreement by the other party.

B. Each party shall maintain throughout the term of this Agreement commercial general liability coverage on an occurrence basis in an amount of not less than $2 million combined single limit for bodily injury and/or property damage, with a policy aggregate of $1 million and employer's liability coverage in an amount of not less than $1 million.

11. RIGHTS TO AND REMOVAL OF EQUIPMENT: Licensee's equipment and all related facilities shall remain personal to and the property of Licensee. Upon expiration or termination of this Agreement, Licensee shall remove its equipment and related facilities from the Location, except that Licensee may abandon equipment or facilities in place with the Licensor's written consent, which consent will not be unreasonably withheld or delayed.

12. ASSIGNMENT: This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Licensee may assign this Agreement to any successor to its business by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Licensee.

13. NOTICES: All documents, notices and demands required hereunder must be in writing and sent, postage prepaid, by (a) certified mail, return receipt requested, (b) overnight courier, or (c) personal delivery, and shall be deemed delivered on the date accepted or refused at the address to which sent if addressed to the address for notices set forth in Section 1 (or to any other address that either party may designate in writing by like notice to the other party):

14. QUIET ENJOYMENT: Licensor covenants and agrees that, provided that Licensee complies with the terms and conditions hereunder, Licensee shall peacefully and quietly enjoy its use of the Location free of anyone claiming by, through or under Licensor.

15. CASUALTY: In the event of damage by fire or other casualty to the Location or any improvements or fixtures thereon that cannot reasonably be expected to be repaired within one hundred eighty (180) days following same and such damage may reasonably be expected to disrupt Licensee's operations at the Location where Licensee's equipment is installed, then either party may at any time following such fire or other casualty, terminate this Agreement upon not less than fifteen (15) days' prior written notice to the other. Any such notice of termination shall cause this Agreement to expire with respect to the Location with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. If a fire or other casualty prevents Licensee from using the Location for the use contemplated by this Agreement, then any obligation for Payment by Licensee shall abate from the date of such casualty until the date that is ten (10) days after the Licensed Area has again been rendered fully usable.

16. CONDEMNATION: In the event of any condemnation of all or a portion of the Location, either party may terminate this Agreement upon not less than fifteen (15) days' prior written notice to other if such condemnation may reasonably

be expected to disrupt Licensee's operations at the Licensed Area for more than one hundred eighty (180) days. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Licensed Area for losses related to Licensee's equipment, its relocation costs and its damages and losses (but not for the loss of its interest under this Agreement), provided such claim does not reduce Licensor's recovery. Any such notice of termination shall cause this Agreement to expire with respect to the Location with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. If any condemnation of all or a portion of the Location permanently reduces Licensee's ability to use the Location for its intended, then a just proportion of the Payment by Licensee shall abate from the date of such condemnation until end of the Term; and if such condemnation temporarily prevents the Licensee from using the Location for its intended use, then a just proportion of the Payment by Licensee shall abate from the date of such condemnation until the date that is ten (10) days after it has again been rendered fully usable.

17. COORDINATION OF OPERATION: Except in cases of emergency, Licensor shall use reasonable efforts to give Licensee notice of any scheduled repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Location or of any planned shut downs associated with the Location for scheduled or routine maintenance that might adversely affect the operation of Licensee's equipment or related facilities.

18. BREACH: If either party has not remedied any breach within thirty (30) days after its receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement, at its sole option, without restricting or waiving any other remedies that it may have under this Agreement, at law or in equity.

19. NO OFFER; EFFECTIVENESS: The submission of this Agreement for examination does not constitute an offer, a reservation of, or an option, and this Agreement becomes effective if and only if this Agreement is fully executed by both of the parties hereto.

20. HEADINGS: The descriptive headings used in the Agreement are for purposes of convenience only and do not constitute a part of this Agreement.

21. ENTIRE AGREEMENT; SEVERABILITY: All prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This Agreement may not be modified or terminated except as provided herein or by another written agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

22. AUTHORITY: Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. Further, Licensor represents that it has sufficient interest in the Location to enter into this Agreement.

23. REVIEW OF AGREEMENT: The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and have executed this Agreement only after such review and negotiation. The parties further agree that this Agreement shall be deemed to have been drafted by both Licensor and Licensee and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

24. PARTIES BOUND BY AGREEMENT: Subject to the provisions hereof, this Agreement shall extend to, and be binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto.

25. GOVERNING LAW: This Agreement and the performance hereunder shall be governed, interpreted and construed under the laws of the state in which the Location is located.

26. TRANSFER OF LOCATION: Should Licensor, at any time during the term of this Agreement, sell all of the Location or any portion of the Location which includes the Licensed Area to a purchaser other than Licensee, such sale shall be subject to this Agreement and Licensee's rights hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

LICENSOR:

BULLOCH COUNTY BOARD OF COMMISSIONERS

By:_____

Title:_____

LICENSEE:

FRONTIER COMMUNICATIONS OF AMERICA, INC.

By: _____

Title: _____

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Parks, Recreation and Community Services	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve agreement with Statesboro Officials Association for 2012 baseball/softball umpires.

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

See attached.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	X
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X	110-61210-52-1220					
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES ✓	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL MVC	INITIAL	INITIAL	INITIAL	INITIAL	INITIAL
DATE 2/13/12	DATE	DATE	DATE	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATESBORO-BULLOCH PARKS AND RECREATION
OFFICIALS ASSOCIATION SERVICE AGREEMENT

DATE OF SERVICES RENDERED: FROM 3/1/12 TO: 12/31/12
ATHLETIC PROGRAM/LEAGUE All Baseball and Softball Leagues

ORGANIZATIONAL MEETING DATE: _____
Name of Association: Statesboro Official Association
Mailing Address 608 S. Leroy St. City Metter GA ZIP 30439
Phone _____ FAX _____ E-Mail _____
Association Representative Bobby Mashburn
SBPR Representative Dadrian Cosby

PROCEDURES and GUIDELINES
Statesboro-Bulloch Parks and Recreation agrees to complete the following procedures sixty (60) days prior to the start of League or Tournament Play. The Agreement will be completed and signed by the Association and Department Representative then submitted with a copy of the Sports Officiating Annual Contract.

- Schedule a organizational meeting with the Association President or representative
- Discuss all League and tournament scheduling requests .
- Discuss wages and related financial obligations
- Review Sports Rules and Regulations
- Review the primary responsibilities of Recreation Department and staff
  Review the primary responsibilities of Association
- Review the primary responsibilities of Officials
- Contracts or agreements will be signed on an annual basis each February

WAGES and INCENTIVES FOR OFFICIALS
Wages and incentives are subject to change annually. All changes in wages must be agreed upon at the organizational meeting sixty days prior to Contract approval.

Current 2012 wage schedule for all officials:

- **Adult League:** $36.00 per game
- **Youth League: Midget Boys/Girls** $44.00, **Jr. Boys/Girls** $64.00, **Senior Boys/Girls** $74.00
- **League Travel: Stateboro:** $5.00, **Outside Statesboro:** $10.00, **Senior:** Based on location
- **USSSA: Pitching Machine:** $40.00, **12 under** $60.00, **14 under:** $70.00, **Seniors:** $70.00
- **USSSA:** No Time Limits **12 under** $74.00, **14 under** $90.00

The Official Association representative and Department representative agree to provide the services discussed in the Organizational Meeting held on _____, 20____

Bobby Mashburn
ASSOCIATION REPRESENTATIVE

DEPARTMENT REPRESENTATIVE

_____ DATE: _____
TOM COUCH, COUNTY MANAGER

1-15-12

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Parks, Recreation and Community Services	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve agreement with British Soccer Camp for Summer of 2012.

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

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES ✓	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL Mr	INITIAL	INITIAL	INITIAL	INITIAL	INITIAL
DATE 2/13/12	DATE	DATE	DATE	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

2012 BRITISH SOCCER CAMP AGREEMENT/CONFIRMATION

PLEASE CHECK ONE - **NEW 1 YEAR** ☐

** **NEW 3 YEAR** ☐ **IN 2ND YR OF 3 YR FOR 2012** ☐ **IN 3RD YR OF 3 YR FOR 2012** ☐

** **NEW 3 YR AGREEMENT RECEIVES 20 COACHING BOOKLETS AND A MAXIMUM YEARLY INCREASE OF 3% ON EACH PROGRAM**

The agreement made in the summer of 2011 between British Soccer a division of CHALLENGER SPORTS CORP, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "British Soccer" and:

STATESBORO BULLOCH P&R (Organization Name) **STATESBORO. GA** (City & State) herein referred to as "The Club"

WHEREAS:

1.0 Conditions: "British Soccer" agrees that it will conduct and maintain an instructional soccer camp in accordance with the following:

- **Coaches will hold the minimum of a Football Association Coaching License/Challenger/British Soccer Coaching certification.**
- There will be at least one qualified coach for each coaching group (12-16) of campers.
- Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for three hours and six hours.

1.1 Term of Contract :

Camp fees **WHEN SIGNING WEEK OF CAMP** 1 hour 72 1.5 hours 83 3 hours 113 6 hours 164 Golden Goal 30

Client will receive 20 Coaching manuals and Membership to the Challenger Way coaching resource for FREE available to all Coaches within the Organization. Campers who are registered on line for any SDP or Camp programs beginning 9/1/2011 will also receive FREE membership to the Challenger Way Coaching resource.

Camp fees if not signing on week of camp (add $2 per program) 1 hour 1.5 hours 3 hours 6 hours Golden Goal

(For any camper registering after the ball and shirt order has been taken 10 days before camp, there will be a $10 late fee charged).

1.2 Provisions: "British Soccer" shall provide the following to the Club:

- One coach clinic/special coaching session per week of camp, two hours in length, at no charge to "The Club" during the week of camp.
- A certificate of general liability coverage to all camps.
- Promotional literature, posters and operational and marketing support.
- A hand stitched soccer ball and T-shirt to each camper who registers for camp – unless otherwise stated.
- A replica British Soccer jersey to all campers who register on line 45 days before camp.
- The Camp coordinator will receive a free camp scholarship and a free replica jersey.
- All host families will receive a rebate of up to $80 towards the cost of their camp fees.

2.0 Conditions accepted by the "The Club":

- To provide an outdoor soccer field or training area suitable for instructional purposes. Approximate requirements, one field per 30 campers.
- Customer agrees that should payment not be made within 60 days from the invoice date (2 weeks after camp) a finance charge of 1.5% per month shall be applied to the total amount due until paid in full.
- Provide a Coordinator who shall be the local camp administrator and liaison between "British Soccer:" and "The Club".
- Be responsible for the administration of camp applications and agrees to schedule equal numbers of campers to each half day session.
- Fourteen days prior to camp "The Club"' shall provide "British Soccer", the number of camper registrations. **The number of coaches assigned will be based on this number.** Additional campers may be enrolled after this date subject to availability of coaches.
- Solicit host families from "the Club" to house "British Soccer" coaching staff for the duration of the camp.

2.1 Non Solicitation: "The Club" agrees that it will not solicit the services of any member of the "British Soccer" Coaching staff for employment independent of "British Soccer."

The terms and/or conditions of this contract may be amended by Challenger Sports with 30 day written notice.

Camp Week	Week of Choice	Camp Week	Week of Choice	Camp Week	Week of Choice
May 21-May 25		June 25 – June 29		July 30 – Aug 3	
May 28 – June 1		July 2 – July 6		Aug 6- Aug 10	
June 4 – June 8		July 9 – July 13	X	Aug 13 – Aug 17	
June 11 – June 15		July 16 – July 20		Aug 20 – Aug 24	
June 18 – June 22		July 23 – July 27		Aug 27 – Aug 31	

PLEASE PRINT: Name of Authorized officer for sponsoring organization: _____

Address: PO BOX 408 City: Statesboro St: GA Zip: 30459

Daytime tel: 912 489 9057 Eve. ( ) _____ email: dshaw@bullochrec.com

_____ Date: _____

Signature of authorized officer of sponsoring organization

_____ Date: _____

Signature of British Soccer Officer

Mike Rollins, Director
P.O. Box 408 • 1 Max Lockwood Dr.
Statesboro, Georgia 30459

STATESBORO-BULLOCH
Parks and Recreation

Phone (912) 764-5637
Fax (912) 764-2425
E-Mail mail@bullochrec.com

MEMORANDUM

TO: Mike Rollins, Director
FROM: Darryl Hopkins, Superintendent of Athletics
SUBJECT: British Soccer Camp
DATE: February 9, 2012

Per my conversation today with Greg Monroe, representative of British Soccer, we are not required to pay the $100 non-refundable deposit.

This program is not a budgeted item. A portion of the individual registration fee (½ day 1.5 hours - $83; ½ day 3 hours - $113; full day 6 hours - $164) will go to British Soccer, a division of Challenger Sports Corporation. SBCPRD will retain a portion of the registration fee (½ day - $5.00; full day - $11.00).

There is no minimum requirement for camp registration. If numbers are not efficient to run a successful camp, no payment will be made to British Soccer Camp. In July 2011, British Soccer conducted a camp with 58 participants.

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Parks, Recreation and Community Services	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve agreement with Doyle Academy for Spring 2012 baseball/softball school.

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

See attached.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR	PURCHASING OFFICER	OTHER	COUNTY CLERK	COUNTY STAFF ATTORNEY	COUNTY MANAGER
YES ✓	YES	YES	YES	YES	YES
NO	NO	NO	NO	NO	NO
INITIAL MR	INITIAL	INITIAL	INITIAL	INITIAL	INITIAL
DATE 2/13/12	DATE	DATE	DATE	DATE	DATE

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

DOYLE ACADEMY

DOYLE BASEBALL SCHOOL AGREEMENT

The purpose of this document is to solidify a mutual agreement between Doyle Baseball and Statesboro Rec:

Coaches School: TBA Players School: Mar 11, 2012

Doyle Baseball agrees to provide:

On-Site Coordinator Operating instructions
E-mail promotion
Master Flyer to be copied and Press Releases
$1,000,000 liability coverage on facilities

League/Organization agrees to provide:

Indoor and Outdoor facilities
On-Site Coordinator and committee to assist
E-mail addresses on all coaches and players if possible
First Aid Kit
Completed enrollment applications due first day of school
Payment for school due at completion of school

Requirements:
Players **Goal :** 50 players @ $25/45 per player, whichever is applicable.

Concessions/Pro Shop – All monies from food and drink concessions will belong to the sponsoring organization.

_____ _____
League Officer/Title Date

To hold the above requested date, the deposit is due within 2 weeks upon receipt of agreement.
Doyle Baseball / C of C
2906 Timber Green Ln
Knoxville,TN 37921

Rick
Doyle Academy

Mike Rollins, Director
P.O. Box 408 • 1 Max Lockwood Dr.
Statesboro, Georgia 30459

STATESBORO-BULLOCH
Parks and Recreation

Phone (912) 764-5637
Fax (912) 764-2425
E-Mail mail@bullochrec.com

MEMORANDUM

TO: Mike Rollins, Director
FROM: Darryl Hopkins, Superintendent of Athletics DH
SUBJECT: Doyle Academy Baseball/Softball School
DATE: February 9, 2012

This program is not a budgeted item. A portion of the individual registration fee (discount tuition $25, late tuition $45) will go to Doyle Academy. SBCPRD will retain a portion of the registration fee ($5 per player if reach 50; $10 per player on next 25 and $15 per player after 75).

There is a 20-player minimum required for school registration. If numbers are not efficient to run a successful school, no payment will be made to Doyle Academy. A total of 19 players participated in last spring's baseball/softball school.

The baseball/softball school is designed for participants age 6 and older. The school teaches hitting, throwing, and fielding fundamentals taught by a step by step approach that allows every player to improve and build confidence. The Doyle program is a result of continuous research and development and has constantly been improved to provide the best instruction for young players everywhere. This program provides the participants the opportunity to sharpen their skills before the start of the baseball and softball season.

Let me know if you have any questions. Thank you.

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Parks and Recreation	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Motion to approve the renewing of the beverage contract with Coca-Cola Bottling Company for Statesboro-Bulloch County Parks and Recreation Venues for the period of one year: February 29, 2012 thru February 28, 2013.

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

Beverage products will be sold and served at Mill Creek Regional Park and Brooklet Athletics area concessions, Splashy's Snack Shack concession area and Splashy's Sandwich Shoppe concession area.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	X	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X	2 Account #'s					
NEW BUSINESS (6d)		110-61310-53.1300					
OLD BUSINESS (6e)		556-61243-53.1300					
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	✓	YES		YES		YES	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL	MR	INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE	2/6/2012	DATE		DATE		DATE	2.13.12	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

INTEROFFICE MEMORANDUM

TO: MIKE ROLLINS

FROM: MELISSA PETITJEAN MP

SUBJECT: 2012 CONTRACT RENEWAL-BEVERAGE RIGHTS PROGRAM

DATE: 2/2/2012

Our present beverage contract with Coca-Cola Bottling Company will end on February 28, 2012.

I would like to recommend that we renew the contract for the period of one year until February 28, 2013, on the same terms and conditions and at the same prices as the original contract.

Please find attached:

1. Contract Renewal Notice
2. A Bulloch County Board of Commissioners Agenda Item Summary (if needed)
3. Copy of the Original Bid Report for Coca-Cola Bottling Company

If more information is needed, please let me know.

STATE OF GEORGIA
COUNTY OF BULLOCH

CONTRACT RENEWAL

WHEREAS, Bulloch County, Georgia (hereinafter 'the County') entered into a contract with Coca Cola Bottling Co. on March 1, 2011, for the purchase of beverages for use at the Statesboro-Bulloch County Recreation Department.

WHEREAS, the initial term of said contract was for a period of one (1) year, beginning March 1, 2011 until February 28, 2012; and

WHEREAS, said contract contains a provision whereby it may be renewed for two (2) successive one (1) year periods for a possible total contract term of three years. The decision to renew the agreement shall be at the sole discretion of the county.

NOW THEREFORE, in consideration of the county's decision to renew and covenants contained herein, the parties hereto agree as follows:

1. The above-referenced contract is hereby renewed for a period of one (1) year until February 28, 2013, on the same terms and conditions and at the same prices as the original contract (which terms and conditions and price list are attached hereto as exhibit A)..

This _24th_ day of January, 2012.

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
Tom Couch, County Manager

STATESBORO-BULLOCH COUNTY RECREATION DEPARTMENT

By: _____ 2/6/2012
Mike Rollins, Director

COCA COLA BOTTLING COMPANY

By: _____ 2-1-2012

CONTRACT NO. 08-001-PR-BR
REQUEST FOR PROPOSALS:
BEVERAGE RIGHTS PROGRAM

Request for Proposals
Bulloch County Board of Commissioners
c/o Statesboro-Bulloch County Parks and Recreation Department
Statesboro, Georgia

RE: BEVERAGE RFP

ANNOUNCEMENT
The Bulloch County Board of Commissioners is accepting requests for proposals *from* QUALIFIED SERVICE PROVIDERS for this project. The deadline for receipt of all proposals is 3:00 PM, February 18, 2011 where proposals will be publicly opened and the cost components read and recorded. Prospective firms shall file all documents necessary to support its proposal. NO FAXES ACCEPTED.

A non-mandatory Pre-Bid Conference shall be held promptly at 10:00 A.M. on February 11, 2011. Bidders shall meet at 115 North Main Street, Statesboro, Georgia 30458.

Vendors are responsible for the actual delivery of submittals during normal business hours to the Bulloch County Board of Commissioners Purchasing Department, North Main Annex, 115 North Main Street, Georgia 30458, (Mailing Address PO Box 347, Statesboro, Ga. 30459), Attention: Mr. Kenneth Trapnell. An ORIGINAL PROPOSAL along with FIVE (5) copies, and any supporting documents, must be submitted in a sealed clearly marked envelope. No vendor's conference is scheduled.

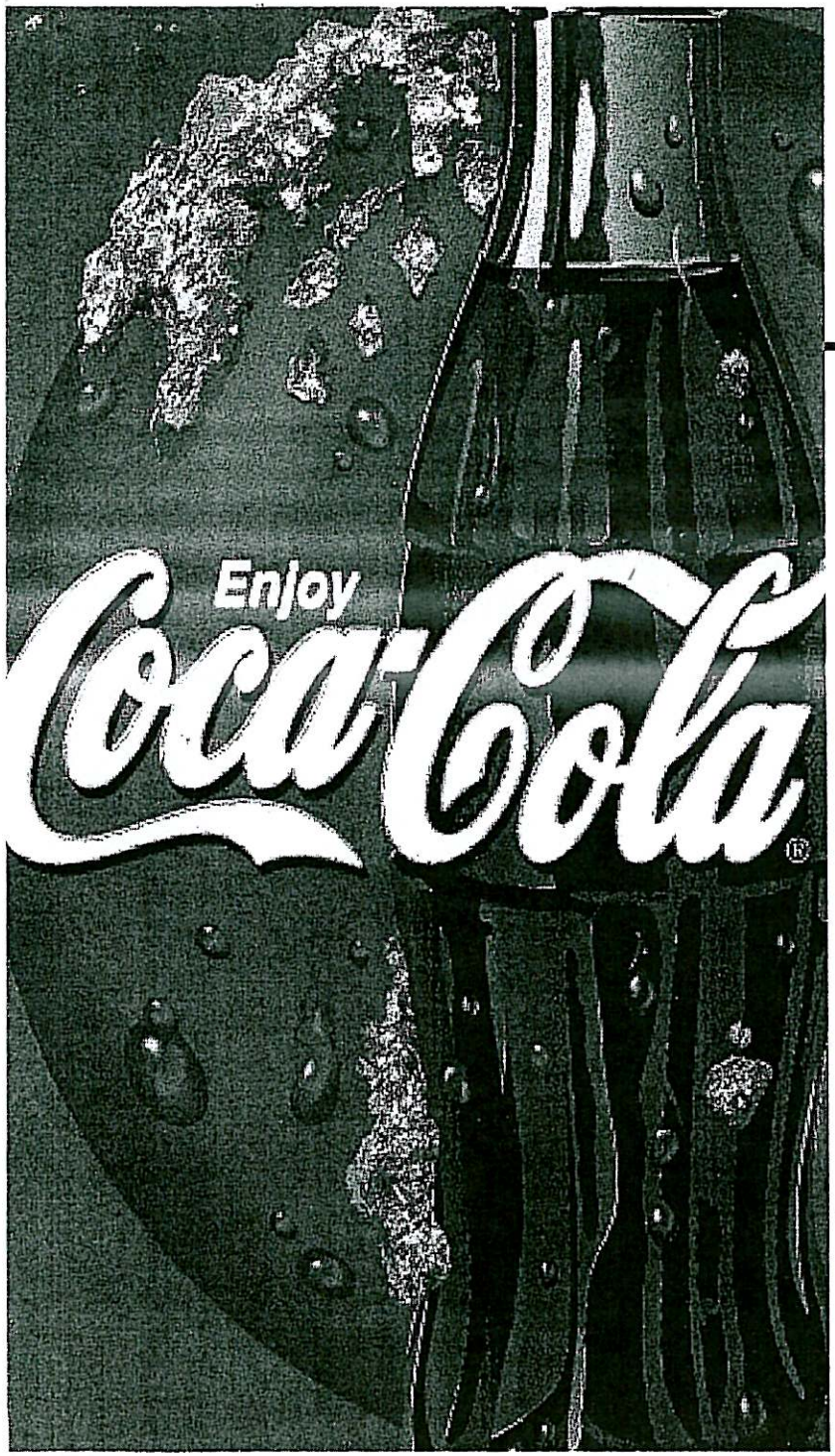
The scope of the work should follow the guidelines within this RFP package.

A contract if awarded shall begin on March 1, 2011 and end on February 28, 2012.

The RFP review committee will then proceed to determine conformity with the specifications and other criteria. At that time a short list of potential vendors will be developed, with a subsequent call for cost proposals. The County Manager may, at his option, request any or all vendors to make an oral presentation. Upon the closure of the evaluation, the County Manager will recommend selection of a proposal to the Board of Commissioners for final approval at their next subsequent regular meeting.

The Bulloch County Board of Commissioners is an equal opportunity procurer.

Local Buying Preference: A local vendor is considered any offeror whose principal business location is within the boundaries of Bulloch County. Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so. The County has an obligation to the taxpayers to use our financial resources wisely. For all purchases over $5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an



2011-2012 Partnership

Coca-Cola Bottling Company United East LLC

104 Raybon Anderson Blvd. – Statesboro
P.O. Box 1865 Statesboro, Ga. 30459

AND

Statesboro/Bulloch Co. Parks & Recreation Department

Mill Creek Regional Park &
George Roebuck Park

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Introduction

For almost a decade, Coca-Cola Bottling Co. United East LLC has provided the Statesboro-Bulloch County Parks & Recreation Department outstanding service, competitive pricing, and added value through our existing contract. We hope to continue the positive relationship through the bid process for the concessions and vending business at the Mill Creek Regional Park, George Roebuck Park and Splash In The Boro.

Please review the following bid proposal, and see the added value that Coca-Cola, its brands, and its service can bring to your facilities.

Coca-Cola Bottling Co. United East LLC proudly supports Statesboro Bulloch County Parks and Recreation Departments through its annual sales tax contributions to Bulloch County, and through its confidence in The Statesboro-Bulloch County Parks & Recreation Department.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

2011 Pricing

Product / Package	2011	Details	Unit price
5 gallon BIB	$58.30	3840 finished oz.	$0.0152
2.5 gallon BIB	$29.15	1920 finished oz.	$0.0152
CO2	$35.00	23,040 finished oz.	$0.002
CO2 Deposit	$40.00	Deposit per tank	
16oz. Cups	$49.43	1000 cups / case	$0.05
24 oz. Cups	$70.00	1000 cups / case	$0.07
32oz. Cups	$59.73	480 cups / case	$0.12
12oz. Can Soft Drinks	$9.80	24 per case	$0.41
20oz. Soft Drinks	$22.50	24 per case	$0.94
20oz. Dasani	$14.40	24 per case	$0.60

* Pricing subject to change to offset ingredient and raw goods cost increases.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

2011 Pricing

12oz. Powerade	$11.76	24 per case	$0.49
20oz. Powerade	$18.25	24 per case	$0.76
15.2oz. Minute Maid 100% Juices	$21.35	24 per case	$0.89
Glaceau Smartwater 20oz.	$17.99	24 per case	$0.75
Glaceau Vitaminwater 20oz.	$22.00	24 per case	$0.92
All 16oz. Energy Drinks	$36.00	24 per case	$1.50
12oz. Campbells V-8 Products	$12.50	12 per case	$1.042
16oz. Campbells V-8 Products	$9.75	12 per case	$0.813
2 Liter Bottled Drinks	$11.05	8 per case	$1.381

* Pricing subject to change to offset ingredient and raw goods cost increases.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Added Value

Equipment	2011	2012	2013	Total
6 Lighted Menuboards ($270 ea.)	$1,620.00			$1,620.00
Freestanding Ftn Units (8 units $2700ea.)	$21,600.00			$21,600.00
Top Load Refr. Cooler (3 units $600ea.)	$1,800.00			
Ctr. top ftn (George Roebuck Ctr. One unit)	$2,200.00			$2,200.00
5 Drink / Ice Barrels ($80 ea.)	$400.00			$400.00
6ft. Single Door Refr. Cooler (1unit)	$989.00			$989.00
Ctr. top Refr. Cooler (6 units $674ea.)	$4,044.00			$4,044.00
Ice Maker Funding	$8,630.00	$8,630.00	$8,630.00	$25,890.00
Staff T-shirt fund	$1,000.00	$1,000.00	$1,000.00	$3,000.00
Free product	$600.00	$600.00	$600.00	$1,800.00
Plastic stadium cups	$5,000.00	$5,000.00	$5,000.00	$15,000.00
Swing Into Spring sponsor	$1,000.00	$1,000.00	$1,000.00	$3,000.00
Independence Day sponsor	$5,000.00	$5,000.00	$5,000.00	$15,000.00
Total Equipment	**$53,883.00**	**$8,630.00**	**$8,630.00**	**$94,543.00**

Coca-Cola distributed products and brands only are to be merchandised in Coca-Cola owned merchandising equipment including but not limited to coolers, ice barrels, cooling equipment, fountain equipment, ice troughs and menu boards. Additionally, all products merchandised and / or promoted in / on above stated equipment must be delivered via Coca-Cola Bottling Co. United East LLC delivery truck.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola will continue to provide and maintain at
George Roebuck Park:

(1) 6 valve Countertop Postmix Fountain System-(NEW)

(1) Ice Barrel-(NEW)

(1) 4 foot Non-Illuminated Menuboard--Coca-Cola owned brands only permitted on menu boards.-(NEW)

(1) Countertop Refrigerated Merchandiser- *Energy Star Rated available*.-(NEW)

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola will continue to provide and maintain at
Mill Creek Park Concessions:

(5) 6 valve Freestanding Postmix Fountain Units-(NEW)

(3) Countertop Refrigerated Merchandisers- *Energy Star Rated available*.-(NEW)

(5) 5 foot Illuminated Menuboards-(NEW)--Coca-Cola owned brands only permitted on menu boards.

(3) Ice Barrels-(NEW)

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola will continue to provide and maintain at Splash In The Boro' Concessions:

(3) 6 valve Freestanding Postmix Fountain Units

(2) Countertop Refrigerated Merchandisers-(NEW)

(2) Top Load beverage merchandisers-(REFURBISHED)**

****Cooler no longer available as "NEW".**

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Full-Service Vending

Locations	12oz. Can Vend Rate	20oz. Bottle Vend Rate	Commission Rate
Honey Bowen Building	$0.75	$1.25	20% Commission
Mill Creek Maintenance Compound	$0.75	$1.25	20% Commission
Mill Creek Playground Area	$0.75	$1.25	20% Commission
Splash In The Boro	$0.75	$1.25	20% Commission
Mill Creek Five Field	$0.75	$1.25	20% Commission

- **Commission Rates will remain the same for the 2011 – 2012 program**

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola Bottling Co. United East LLC will continue to provide:

ADDED VALUE

$1000 annually to go toward purchasing t-shirts with SBCPRD information, Family Aquatic Center, and Coca-Cola/Powerade logos. Shirts must be mutually agreed upon between SBCPRD and Coca-Cola.

Hospitality drinks for Opening day, 4th of July Celebration and large tournament events (up to $100 per event or $600 annually) ($7.75 Dasani 12oz., $15.00 Powerade 12oz.)

$5000 contribution toward purchase of Stadium cups. Stadium cups must be mutually agreed upon by Statesboro Coca-Cola and SBCPRD

$1000.00 Opening Day Cash Sponsorship

$5000.00 July 4th. Celebration Cash Sponsorship

Up to $8630.00 Ice Maker funding

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola Bottling Co. United East LLC will provide:

SERVICE

Free service and parts on all post mix fountain equipment & Coca-Cola owned refrigerated coolers

Coca-Cola Bottling Co. United East LLC employed technicians only are approved to conduct repair service on Coca-Cola United East LLC owned equipment.

Service Technicians are on call 24hrs/day, 7 days/week and on all Holidays. 1-800-633-0762

A Technician will be on location for the following Special Events:

Swing Into Spring
July 4th. Celebration
Fall Sports Kickoff
Scare in the Boro

Salesman on call each weekend for additional support 681-2653 ext. 225

Same day response for all service calls (usually within 4 hrs.)

ORDERING

In addition to delivery personnel, Sales Rep will be on location 2x per week minimum for order taking & other needs

Immediate needs can be fulfilled by calling 681-2653 M-F 8am – 5pm

SPECIAL EVENTS

Special event wagons, beverage troughs, and other resources are available for special events

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

SBCPRD will provide to Coca-Cola:

EXCLUSIVITY

Coca-Cola will be the only beverage company with signage/advertisement whether audio or visual at all Mill Creek Regional Park, George Roebuck Park, and Splash In The Boro events.

Coca-Cola trademark cups will be used at Mill Creek Regional Park, George Roebuck Park, and Splash In The Boro Events.

Coca-Cola will be an advertised sponsor of the Swing Into Spring Opening Day, the Annual 4th of July Celebration, Scare in The 'Boro, Fall Sports Kickoff and major State/National Tournament events on local TV, Radio, and Newspaper Ads.

This proposal is terminable by either party on thirty (30) days written notice. In the event that the proposed agreement is terminated during the calendar year, all funding (including $1000 for t-shirts, $5000 for Stadium Cups, $1000 for Opening Day, $1000 for July 4th., $8630 ice maker funding) must be repaid to the Coca-Cola Bottling Company United East LLC on a prorated (per diem) basis.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

SBCPRD will provide to Coca-Cola:

EXCLUSIVITY

Coca-Cola will be the exclusive beverage provider for Mill Creek Regional Park, George Roebuck Park, and Splash In The Boro for all categories of beverages including but not limited to: Carbonated Soft Drinks, Sports Drinks (isotonics), Bottled Water, 100% Juice Drinks, Enhanced Beverages, Energy Drinks, Bottled Teas, Bottled Coffees…,etc.

No product whether specialty, concept or otherwise will be permitted to be merchandised or promoted in Mill Creek Parks, Splash In the Boro', or George Roebuck Center other than Coca-Cola owned or distributed products. This includes National Brands as well as Local Brands.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

SBCPRD will provide to Coca-Cola:

Project Manager Profile

Chad Henry
•Based in Statesboro
•Employed by Statesboro Coca-Cola since Jan. 20, 1997.
•Has extensive knowledge about SBCPRD concessions program, Statesboro Area market as well as surrounding counties.
•Has worked in various capacities within Coca-Cola's operations including Vending, Fountain, Education Market Relations, On Premise Consumption, Special Events, etc.
•First point of contact for all Recreation Departments for Statesboro Coca-Cola.

Chad Henry
P.O. Box 1865
Statesboro, Ga. 30459
Office phone: 912-681-2653
Cell Phone: 912-667-3661

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola Flavor/Package Information

20 OZ NR 24pk	2 Liter Contour 8pk	20 OZ Glaceau 24pk	6 PACK CANS 12 OZ 24pk
Classic	Classic	Pwr C Dragon	Classic
Diet Coke	CF Classic	Essential Org	Diet Coke
CF Diet Coke	Diet Coke	XXX Acai BB Pome	Cherry Coke
Cherry Coke	CF Diet Coke	Revive Fr Punch	Sprite
Ch Coke Zero	Cherry Coke	Energy Trop Citrus	Diet Sprite Zero
Diet Sprite Zero	Fanta Orange	20 OZ Variety	Mello Yello
Sprite	Fanta Grape	SYNC Berry Cherry	Pibb Xtra
Mello Yello	Fanta Strawberry	Multi V	Nestea Lem Sw
Pibb Xtra	Diet Sprite Zero	Download Berry Cherry	Barq's RootBeer
Pibb Zero	Sprite	Spark Grape B'Berry	Ginger Ale
Nestea Lem Sweet	Mello Yello		Fanta Orange
Nestea Clt. Gr. Tea	Coke Zero	20 OZ Glaceau Zero 24pk	Fanta Grape
Barqs Rootbeer	Pibb Xtra	XXX Acai BB Pome	Fanta Str'berry
GingerAle	MM Lemonade	Rise Orange	
Vault	MM Fruit Punch	Squeezed Lemonade	
Vault Zero	Ginger Ale	Mega C Grape R'Berry	
Coke Zero		Rhythm	Product
Fanta Orange Zero	Dasani 24pk	Stur-D	.5 Liter Honest Ade 12 Pack
Fanta Orange	12 oz 24 Pack		Pomegranate Blue
Fanta Grape	20 oz Dasani	18.5 OZ Gold Peak Tea 12pk	Orange Mango
Fanta Strawberry	20 oz Lemon	Diet Tea	Superfruit Punch
MM Lemonade	20 oz Str'berry	Green Tea	Peach White Tea
MM Pink L'ade	20 oz Grape	Sweet Tea	Honey Green Tea
MM Orangeade	Product		Half & Half Tea
Vault Red	8.5 OZ Aluminum Bottles 12pk		
MM Fruit Punch	Classic		
Nestea Red Tea	Coke Zero		
	Diet Coke		
	Sprite		

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola Flavor/Package Information

16 OZ Energy Loose 24pk	Monster Java 12pk	2.5 GAL BIB	Tum-E-Yummies 12 Pack
Full Throttle	Jva Mons. Loca Moca	Seagrams Tonic	Fruitahalous Punch
FT Blue Demon	Jva Mons. Mean Bean	Seagrams Gale	Very Berry Blue
FT Red Berry	Jva Mons. Kona Blend	MM Lemonade	Orange Arific
Nos		Fanta Orange	Sour Raspberry
Nos Fr Punch	12 OZ Powerade 24pk	Fanta Strawbry	Greentastic Apple
Nos Grape	Play Mixed Berry	Hi-C Fruit Punch	20 OZ Powerade 24 Pack
Nos Loaded Cherry	Play Fruit Punch	Hi-C Pink Lemon	Lemon Lime
Monster Assault	Play Grape	PA Lemon Lime	Fruit Punch
Monster Energy	Play Orange	PA Fruit Punch	Mountain Blast
Monster Khaos		Nestea Rasp.	Orange
Monster LoCarb	20 OZ Powerade 24pk	Nestea Sweet	Grape
Monster M-80	Lemon Lime	Vanilla Coke	St'berry Lemon
Monster MIXXD	Fruit Punch	Vault	St'berry Lemon Zero
Monster Absol. Zero	Mountain Blast	Coke Zero	Mixed Berry Zero
	Orange	5 GAL BIB	Grape Zero
2 Gal 8PK Powerade Powder	Grape	Classic	32 OZ Powerade 15 PK
Mt Blast	St'berry Lemon	Diet Coke	Sour Melon
Lemon Lime		Cherry Coke	Lemon Lime
Fruit Punch	15.2 OZ Minute Maid 24pk	Sprite	Mountain Blast
5 Gal 12pk Powerade Powder	MM 100% OJ	MM Lemonade	Fruit Punch
Lemon Lime	Apple Juice	Pibb Xtra	Orange
Fruit Punch	CranApple	Fanta Strawbry	Grape
Mt Blast	CranGrape	Nestea SS	White Cherry
	Ruby Red	Hi-C Pk Lemon	St'berry Lemon
	Papple Orange	Vanilla Coke	St'berry Zero
		Fanta Orange	Grape Zero
		Hi-C Fruit Punch	Mix. Berry Zero

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola Bottling Co. United East LLC's prior experience with operations similar to Statesboro/Bulloch Co. Parks and Rec. Dept.

Georgia Southern University	*Exclusive Beverage Vending Company for 15 plus years. *Exclusive Beverage Fountain Provider for 15 plus years.
SBCPRD	*Exclusive Beverage Company since 2004.
Candler Co. Rec. Dept.	*Exclusive Beverage Company since 2005.
Evans Co. Rec. Dept.	*Exclusive Beverage Company for over a decade.
Emanuel Co. Rec. Dept.	*Exclusive Beverage Company for over a decade.
Glennville Rec. Dept.	*Exclusive Beverage Company since 2005.
Screven Co. Rec. Dept.	*Exclusive Beverage Company since 2005.
Ogeechee Technical College	*Exclusive Beverage Vending Company since 2004.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Profile of Coca-Cola Bottling Co. United East LLC

- Coca-Cola Bottling Co. United East LLC is a privately owned bottler/distributor of Coca-Cola Bottling Company products based in Birmingham, Alabama.
- Coca-Cola Bottling Co. United is the third largest Coca-Cola bottler in the United States.
- Coca-Cola Bottling Co. United consists of 18 Sales Centers in 6 Southeastern states.
- Statesboro Coca-Cola celebrated 100 years in Statesboro in April 2006.
- Coca-Cola Bottling Co. United East LLC employs approximately 3000, 40 employees in the Statesboro Sales Center, many from Bulloch County.
- Coca-Cola Bottling Co. United East LLC is a major supporter of local communities and schools.
- In 2010, Coca-Cola Bottling Co. United East LLC distributed an estimated 1.2 million cases of Coca-Cola products.
- Coca-Cola Bottling Co. United East LLC services Bulloch, Candler, Evans, Screven, and Emanuel County as well as a portion of Tattnall, Jenkins and Bryan County.
- Coca-Cola Bottling Co. United East LLC is Exclusive Beverage Supplier for six Recreation Departments in this sales territory.
- Coca-Cola Bottling Co. United East LLC is Exclusive Beverage Supplier for Georgia Southern Universtiy, East Georgia College and Swainsboro Tech, as well as all secondary schools in this sales territory.

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

Coca-Cola Bottling Co. United East LLC's ability to meet scope of work for vending program.

Coca-Cola Bottling Co. United East LLC is very able to meet the scope of work for the vending program outlined in the Contract No. 08-001-PR-BR RFP because of but not limited to the following items.

- **Two full-time service technicians dedicated to Statesboro proper, Monday-Friday 8:00am through 5:00pm.**
- **7 day per week, 24 hour per day "On-Call" technical service.**
- **Decades of combined experience servicing surrounding Recreation Departments.**
- **Required equipment already in place—smooth transition from current program to new program.**
- **Sales, Technical, and Delivery Personnel familiar with SBCPRD facilities, operations, Personnel, and equipment.**

Coca-Cola Bottling Co. United East LLC / Statesboro/Bulloch Co. Rec.

2011-2012 Partnership

References:

Includes Public Operations within 75 miles of Statesboro.

Georgia Southern University Auxilliary Services
Jeff Yawn--912-871-1302
jbyawn@georgiasouthern.edu
P.O. Box 8135
Statesboro, Ga. 30460

Ogeechee Technical College Bookstore/ Campus Vending
J.J. Altman—912-871-1648
jaltman@ogeecheetech.edu
1 Joe Kennedy Blvd.
Statesboro, Ga. 30458

Bulloch Co. Chamber of Commerce
Dr. Benjy Thompson—912-489-9115
benjy.thompson@statesboro-chamber.org
P.O. Box 303
Statesboro, Ga. 30459

Coca-Cola Bottling Co. United East LLC /
Statesboro-Bulloch Co. Parks & Recreation Dept.

2011-2012 Partnership Agreement

Mill Creek Regional Park, George Roebuck Park, Splash In The Boro

Name:SBCPRD_____**Date:**_____

Coca-Cola Bottling Co. United East LLC

Name:Dennis Key_____**Date:**_____

Agreement Ending Date_____

CONTRACT NO. 08-001-PR-BR
REQUEST FOR PROPOSALS
BEVERAGE RIGHTS PROGRAM

Beverage Vending Machines

	Brands & Flavors	Size (oz)	Unit Sale Price	Commission Rate (% of price)
Bottled Water	Dasani	20oz.	$1.25	20%
	Smartwater	20oz.	$1.50	20%
Juices	Minute Maid Orange Juice	15.2 oz.	$1.50	20%
	Minute Maid Pineapple OJ	15.2 oz.	$1.50	20%
	Minute Maid Apple Juice	15.2 oz.	$1.50	20%

BEST POSSIBLE START DATE: 1-Mar-11

All proposals submitted shall be subject to acceptance or rejection and the Bulloch County specifically reserves the right accept or reject any or all proposals, to waive any technicalities and formalities in the process. The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the County Manager.

FIRM NAME	Coca-Cola Bottling Company United
SIGNATURE	
TITLE	Cold Drink Manager
ADDRESS	P.O. Box 1865 Statesboro, Ga. 30459
TELEPHONE	(912) 681-2653
FAX	(912) 681-3335
EMAIL	chadhenry@ccbcu.com

Subscribed and sworn to before me this 18th day of February 2011.

NOTARY PUBLIC Lyn DeDge

LYN DEDGE NOTARY PUBLIC Comm. Exp. 8/7/2014 BULLOCH COUNTY, GA

Please describe your ability to meet the scope of work for the vending program on s separate sheet of paper.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2011

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Coca-Cola Bottling Company United, Inc. and Its Subsidiaries and Divisions P.O. Box 2006 Birmingham, AL 35217	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Discover Property & Casualty Ins Co INSURER B : United States Fidelity & Guaranty Co INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 8YY6US5E **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			D197L00451	11/01/2010	11/01/2011	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Blkt Contr-Insd Contract						PERSONAL & ADV INJURY	$ 1,000,000
	[X] Prod excld under Policy						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			D197A00178	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			D197W00154	11/01/2010	11/01/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$
								$
								$
								$

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

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

FIRM NAME Coca-Cola Bottling Co. United Inc.

SIGNATURE

TITLE Secr

Subscribed and sworn to before me this 18th day of July 20 11

NOTARY PUBLIC

LYN DEDGE NOTARY PUBLIC BULLOCH COUNTY, GA Comm. Exp. 8/7/2014

FORM B: FEE AND COMMISSIONS SCHEDULE	
TO:	Bulloch County Board of Commissioners 115 North Main Street Statesboro, Georgia 30458

CONTRACT NO. 08-001-PR-BR
REQUEST FOR PROPOSALS:
BEVERAGE RIGHTS PROGRAM

The vendor understands, agrees and warrants:

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

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

That this bid shall be valid for 30 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 3:00 PM, February 18, 2011, but, may not be withdrawn after such date and time.

That the Bulloch county reserves the right to reject any or all proposals and to accept that proposal which will, in its option, best serve the public interest. Bulloch County reserves the right to waive any technicalities and formalities in the bidding.

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

If a partnership, a general partner must sign.

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

VENDOR: [signature] Sam

Name Title

Name Title

Subscribed and sworn to before me this 18th day of Feb 2011

NOTARY PUBLIC [signature]

LYN DEDGE NOTARY Comm. Exp. 8/7/2014 PUBLIC BULLOCH COUNTY, GA

STATE OF GEORGIA
COUNTY OF BULLOCH

PROFESSIONAL SERVICES AGREEMENT FOR:
Soft drink and other beverage distribution as stated in attached contract for all Bulloch County Recreation Departments, Mill Creek Park and Splash in the Boro.

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Mutual Aid Agreement with East Georgia College

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

East Georgia College has requested that Bulloch County enter into the attached mutual aid agreement. The agreement has been reviewed by appropriate County personnel, and approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	JMH	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	2.13.12	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

MEMORANDUM OF UNDERSTANDING
BETWEEN BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND
BULLOCH COUNTY, GEORGIA
PURSUANT TO THE MUTUAL AID ACT

Effective upon approval of the Board o f Regents of the University System of Georgia, a mutual aid agreement shall exist between Bulloch County, Georgia and East Georgia College-Statesboro, 10449 Highway 301 South, Statesboro, Georgia, 30458, an institution within the University System of Georgia. This agreement incorporates by reference all standards contained in OCGA 36-69-1, et. seq., including subsequent amendments thereto.

I. Purpose

The purpose of this agreement is to provide for the rendering of extraterritorial assistance between East Georgia College and Bulloch County as defined in Georgia Code 36-69-2 (meaning of "local emergency") and under the conditions established in Georgia Code 36-69-3 (extraterritorial cooperation and assistance to law enforcement agencies, institutions within the University System, or fire departments requesting assistance.)

Local Emergency is defined by 36-69-2 as the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of the political subdivision of the State or on a campus of the University System of Georgia, caused by natural disasters, riots, civil disturbances or other situations presenting major law enforcement and other public safety problems, which conditions are likely beyond the control of the services, personnel, equipment and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat.

Conditions which qualify for extraterritorial assistance as established by OCGA 36-69-3 include upon the request of Bulloch County or East Georgia College in a local emergency, assistance in the prevention or detection of violations of law, in the apprehensions or arrest of any person who violates a criminal law of this State, or in any criminal case.

II. Initiation of Mutual Aid Request

In the event Bulloch County is in need of emergency assistance from East Georgia College as defined in Section I of this agreement, the Bulloch County Public Safety Director or his designee will make a request to East Georgia College's Chief of Public Safety. The College's Chief of Public Safety will then forward the request to the East Georgia College President for approval. The East Georgia College Chief of Public Safety will forward the President's decision to the Bulloch County Public Safety Director. (OCGA 36-69-3(a) (2(B))

III. Authority of Personnel Rendering Aid

Whenever the employees of Bulloch County or East Georgia College are rendering aid on or outside the campus and pursuant to the authority contained in OCGA 36-69-4, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties for Bulloch County, or as a University System Officer. (OCGA 36-69-4).

IV. Responsibility for Expenses and Compensation of Employees

When responding to an emergency or other condition as outlined in this agreement, the responding agency which furnishes any equipment shall bear the loss of damage to such equipment and shall pay the expense incurred in the operation and maintenance thereof. When responding to an emergency or other condition as outlined in this agreement, the responding agency will compensate and shall defray the actual travel and maintenance expenses of such employees during the time they are rendering aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. (OCGA 36-69-5)

V. Applicability of Privileges, Immunities, Exemptions and Benefits

All of the privileges and, immunities from liability, exemption from laws, ordinances and rules; and all pension, insurance, relief, workers' compensation, salary, death and other benefits which apply to the activity of such officers or employees of Bulloch County or East Georgia College when performing their respective functions within the County or East Georgia College Statesboro facility, shall apply to such officers to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this chapter relating to mutual aid. This provision of this code section shall apply with equal effect to paid, volunteer, and auxiliary employees. (OCGA 36-39-6).

VI. Liability for Acts or Omissions of Responding Agency Employees

Neither Bulloch County nor East Georgia College shall be liable for any acts or omissions of employees of a responding public safety agency rendering assistance extraterritorially. (OCGA 36-69-7)

VII. Command Structure

When assistance is requested by East Georgia College under the terms of this mutual aid agreement, all personnel provided by Bulloch County shall be under the command of East Georgia College Chief of Public Safety or designee of East Georgia College. Personnel assigned by the College in repose to a request for assistance, will be under the command of the Bulloch County Public Safety Director or his designee. All orders, requests, and directions issued by the officer in charge, will be relayed through the ranking officer of the agency providing the extraterritorial assistance. (OCGA 36-69-3(e))

VIII. Limitations

(A) Nothing in this agreement shall be construed as creating a duty to respond when requested by either party signing this agreement. (OCGA 36-69-8(a))

(B) Nothing in this agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of the emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking officer from the responding agency. (OCGA 36-69-8(b))

This ____ day of _____, 2012.

_____ _____

Chair, Bulloch County Commission President, East Georgia College

_____

Board of Regents of University System of Georgia
Date:_____

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Legal	RESOLUTION ATTACHED? (Box 3)	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution Quitclaiming Street Lights and Poles to Excelsior EMC

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

On July 22, 2011, North Arkansas Wholesale Co., Inc. deed a portion of Jimps Road in Gateway Industrial Park to the County. Within this portion of the right-of-way there are six street lights and poles that may have been included in the conveyance. Excelsior EMC, who maintains the lights and poles, has asked the County to quitclaim any interest it may have in the street lights and poles to Excelsior EMC for legal compliance reasons. The attached resolution will accomplish this purpose. Approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	MF	INITIAL	JM	INITIAL	
DATE		DATE		DATE		DATE	2.13.12	DATE	2/2/12	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2012 - ____

WHEREAS, on or about July 22, 2011, North Arkansas Wholesale Co., Inc. deeded to Bulloch County a portion of the right-of-way of Jimps Road, consisting of 4.491 acres as shown on that certain plat of survey prepared by John A. Dotson, Registered Surveyor, and recorded in Plat Book 64, Page 587, Bulloch County records; and

WHEREAS, within said right-of-way are located six street light poles and lights, which may have been included as fixtures in said conveyance; and

WHEREAS, said street light poles and lights are serviced and maintained by Excelsior Electric Membership Corporation ("Excelsior EMC"), and Excelsior EMC has requested that Bulloch County quitclaim any interest it may have in the poles and lights to Excelsior EMC in order to comply with legal requirements that Excelsior EMC own the poles and lights that it maintains and services;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners that Bulloch County does hereby remise, release and forever quitclaim to Excelsior EMC, all the right, title, interest, claim or demand that Bulloch County has or may have had in and to the street light poles and lights located within the right-of-way of Jimps Road as described above.

Resolution approved and adopted this 21st day of February, 2012.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Maggie Fitzgerald, Clerk

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Roads & Bridges/Engineering/Legal	RESOLUTION ATTACHED? (Box 3)	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution Authorizing Acceptance of a Portion of Morgan Road in Pinemount Subdivision

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

The owner of the right-of-way of a portion of Morgan Road has requested that the County accept dedication of and title to this road. As indicated in the attached memorandum, County Engineer Kirk Tatum has inspected this road and determined that it complies with all County requirements. Adoption of the attached resolution will implement acceptance of this road and authorize Chairman Nevil to accept a deed for this road on behalf of the County.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 2.13.12		DATE 2/1/12		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2012-____

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

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

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

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

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

SO BE IT RESOLVED this 21st day of February, 2012.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Maggie Fitzgerald, Clerk

EXHIBIT A

All that certain lot, parcel or tract of land lying, situate and being in the 1209th G.M. District of Bulloch County, Georgia and being shown as the 60-foot right-of-way of Morgan Road upon a plat of survey prepared by Lamar O. Reddick & Associates, Registered Land Surveyors, dated October 14, 1999 and revised December 20, 2001, recorded in Plat Book 61, Page 353, Bulloch County records.

LESS AND EXCEPT: All that certain lot, parcel or tract of land lying, situate and being in the 1209th G.M. District of Bulloch County, Georgia containing 0.575 acre and being a portion of Morgan Road and being more fully shown upon a plat of survey prepared by John A. Dotson, Surveyor, dated December 30, 2008, recorded in Plat Book 64, Page 125, Bulloch County records.

LESS AND EXCEPT: All that certain lot, parcel or tract of land lying, situate and being in the 1209th G.M. District of Bulloch County, Georgia containing 0.231 acre and being designated as Parcel A-2 upon a plat of survey prepared by John A. Dotson, Surveyor, dated December 30, 2009, recorded in Plat Book 64, Page 125, Bulloch County records.

The above-referenced plats and the descriptions thereon are incorporated herein for all purposes of this description.

Memorandum

To: Jeff Akins

From: Kirk Tatum

Subject: Barri Way and Morgan Rd

Date: January 26, 2012

I have performed an inspection of the above referenced roads with regard to County acceptance of the road rights-of-way. In my opinion the roads are satisfactory for acceptance by the County.

Please let me know if you have any questions

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
Roads & Bridges/Engineering/Legal	RESOLUTION ATTACHED? (Box 3)	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)

Resolution Authorizing Acceptance of Barri Way and Portion of Morgan Road in Pinemount Subdivision

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

The owner of the right-of-way of Barri Way and a portion of Morgan Road has requested that the County accept dedication of and title to these roads. As indicated in the attached memorandum, County Engineer Kirk Tatum has inspected these roads and determined that they comply with all County requirements. Adoption of the attached resolution will implement acceptance of these roads and authorize Chairman Nevil to accept a deed for these roads on behalf of the County.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 2.13.12		DATE 2/1/12		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2012-____

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

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

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

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

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

SO BE IT RESOLVED this 21st day of February, 2012.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Maggie Fitzgerald, Clerk

EXHIBIT A

TRACT ONE: All that certain lot, parcel or tract of land lying, situate and being in the 1209th G.M. District of Bulloch County, Georgia containing 0.575 acre and being a portion of Morgan Road and being more fully shown upon a plat of survey prepared by John A. Dotson, Surveyor, dated December 30, 2008, recorded in Plat Book 64, Page 125, Bulloch County records.

TRACT TWO: All that certain lot, parcel or tract of land lying, situate and being in the 1209th G.M. District of Bulloch County, Georgia containing 0.231 acre and being designated as Parcel A-2 upon a plat of survey prepared by John A. Dotson, Surveyor, dated December 30, 2009, recorded in Plat Book 64, Page 125, Bulloch County records.

TRACT THREE: All that certain lot, parcel or tract of land lying, situate and being in the 1209th G.M. District of Bulloch County, Georgia containing 0.417 acre and being a portion of Barri Way and being more fully shown upon a plat of survey prepared by John A. Dotson, Surveyor, dated December 30, 2008 and recorded in Plat Book 64, Page 125, Bulloch County records.

The above-referenced plat and the descriptions thereon are incorporated herein for all purposes of this description.

Grantor reserves an underground utility easement of two feet in width along the northeastern boundary of Tract One and along the southeastern boundary of Tract Two.

Memorandum

To: Jeff Akins

From: Kirk Tatum

Subject: Barri Way and Morgan Rd

Date: January 26, 2012

I have performed an inspection of the above referenced roads with regard to County acceptance of the road rights-of-way. In my opinion the roads are satisfactory for acceptance by the County.

Please let me know if you have any questions

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) February 21, 2012		
County Manager/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Amendment to Alcohol Ordinance

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

The attached amendment to the alcohol ordinance includes provisions related to wholesale licensees, auditing and enforcement procedures, and bona fide coin-operated amusement machines as previously discussed at a workshop. Approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	MJ	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	2.13.12	DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA	
DENIED			
DEFERRED		NOTES	
OTHER			

STATE OF GEORGIA
COUNTY OF BULLOCH

AMENDMENT TO THE CODE OF ORDINANCES OF BULLOCH COUNTY, GEORGIA

BE IT ORDAINED by the Bulloch County Board of Commissioners that Section 3-2(a) of Article I of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended by adding a new subsection (16) to read as follows:

"(16) *Wholesaler* or *Wholesale Dealer* means any person engaged in distributing or selling to retailers for the purpose of resale."

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Section 3-26(c)(3) of Article II of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

"(3) *Wholesale licenses*:

Resident wholesale dealer's license: wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer having a place of business in the county.

Non-resident wholesale dealer's license: wholesale of distilled spirits, wine, and malt beverages by a wholesale dealer not having a place of business in the county."

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Section 3-30(a) of Article II of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

"(a) Application for a license for the sale or distribution of alcoholic beverages in the county shall be filed with the county clerk upon forms prescribed by the county. The application shall be subscribed by the applicant under oath and fully completed and executed."

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Section 3-84(b)(1) of Article IV of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

"(1) Monthly on-premises consumption report;"

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Section 3-88(b) of Article IV of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

"(b) No licensee shall permit any gambling, betting, illegal lottery, or other device for the hazarding of any money or other thing of value on the licensed premises, except that this prohibition shall not apply with respect to a properly licensed bingo game or any device not otherwise prohibited by law, including but not limited to any bona fide coin-operated amusement machine and its noncash redemption as defined and permitted as set forth in O.C.G.A. §§ 48-17-1(2)(A) and (B) and 16-12-35(a) through (i)."

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Section 3-216 of Article IX of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended to read as follows:

"Sec. 3-216. Required issuance.

(a) Non-Resident Wholesaler: Any wholesale dealer in alcoholic beverages who is licensed by the State of Georgia and who does not have a place of business in the unincorporated area of the county, but which has otherwise established a trade nexus within the unincorporated area of the county, shall be granted a license to distribute such beverages in the unincorporated area of the county upon application for such license to the County Clerk, submittal of an annual renewal affidavit, and a statement that they understand the alcoholic beverage rules and regulations of the county and the conditions under which retail licenses are issued. Distributors whose principal place of business is a location other than the unincorporated area of the county shall pay a registration fee of $100.00 as authorized by O.C.G.A. § 3-5-43 (or such fee as may be authorized by any future amendment or revision thereto).

(b) Resident Wholesaler: Any wholesale dealer in alcoholic beverages who is licensed by the state and who has a place of business in the unincorporated area of the county shall procure a license under the same provisions applicable to retail licensees."

BE IT FURTHER ORDAINED by the Bulloch County Board of Commissioners that Article IX of Chapter 3 of the Code of Ordinances of Bulloch County, Georgia is hereby amended by adding new Sections 3-218 through 3-222 to read as follows:

"Sec. 3-218. Deficiency Assessment.

(a) If the county has cause to believe that a return or the amount of tax paid to the county by a licensee is not proper, the county may compute and determine the amount due on the basis of any information available. One or more deficiency determinations may be made of the amount due for any month.

(b) The amount of a deficiency determination shall bear interest at the rate of one percent per month, or fraction thereof, from the due date of the taxes until paid, in addition to any other penalties which may be imposed.

(c) The county shall give notice of a deficiency determination to the licensee. The notice may be served personally or by mail. Service by mail shall be addressed to the named licensee at the licensed premises, shall be made by certified mail, and is complete when

delivered with a receipt signed by the addressee or by the receipt of mailing from the United States Postal Service.

(d) Except in the case of fraud, intent to evade this article, or failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the month following the month for which the amount is proposed to be determined or within three years after the return is filed, whichever is later.

Sec. 3-219. Failure to file return.

(a) If a licensee fails to make a return, the county shall make an estimate of the amount of the tax due for the period for which a return was not filed. Such estimate may be based on any information available to the county. Written notice of the estimate shall be given to the licensee in the manner specified by section 3-218.

(b) If the failure to file a return is due to fraud or the intent to evade this article, a penalty of 25 percent of the amount required to be paid by the licensee shall be added to the estimate of the amount due in addition to any other penalties which may be imposed.

Sec. 3-220. Interest.

Any licensee who fails to pay to the county within the time required any amount required to be paid under this article shall pay, in addition to the principal unpaid amount, interest at the rate of one percent month or fraction thereof from the date the tax payment was last due until payment.

Sec. 3-221. Actions for collection; overpayment.

(a) At any time within three years after the delinquency of any amount due under this article, the county may bring an action in a court of competent jurisdiction to collect the amount delinquent, together with penalties, interest, court fees, filing fees, attorneys' fees, and other legal fees incident thereto.

(b) Whenever any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the county, it may be offset against any future liability for the tax.

(c) If the licensee determines that he has overpaid or paid more than once and such fact has not yet been determined by the county, the licensee shall have three years from the date of payment to file a claim with respect to such overpayment or double payment. Such claim shall be in writing and shall state the specific grounds upon which it is based. The claim shall be audited. If the county approves the claim, the excess amount paid may be credited against any other amounts due from the licensee or refunded.

Sec. 3-222. Administration and enforcement of article.

(a) The county clerk or her designee shall administer and enforce the provisions of this chapter, and may promulgate reasonable rules and regulations for the enforcement of this chapter.

(b) Every licensee engaging in the wholesale distribution of alcoholic beverages shall keep such records, receipts, invoices, and other pertinent papers in such form as may be required by the county.

(c) The county may examine the books, papers, records, financial reports, equipment, and facilities of any licensee engaging in the sale of any alcoholic beverage, retail or wholesale, in order to verify the accuracy of any return, or if no return is made to ascertain the amount of tax due.

(d) In the administration of the provisions of this article, the county may require the filing of reports by any person or class of persons having in their possession or custody any information relating to purchases subject to taxation under this article."

This amendment shall become effective on the date of its adoption by the Bulloch County Board of Commissioners.

Adopted at a meeting of the Bulloch County Board of Commissioners held in compliance with Georgia's Open Meetings Act on the 21st day of February, 2012, at which meeting a quorum was present.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Maggie Fitzgerald, Clerk