



**Bulloch County
Board of
Commissioners
Regular Meeting**

**9.04.12
Estimated Time: 45 Minutes
Brooklet City Hall
104 Church Street
Brooklet, Georgia 30415
5:30 PM**

Meeting Function:	Board of Commissioners	Type of Meeting:	Regular Meeting
Meeting Chair:	Chairman, Garret Nevil (Presiding)	Recorder:	Interim Clerk of the Board, Christy Strickland
Parliamentarian:	County Attorney, Jeff Akins	Ex-Officio:	Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Director; Mike Rollins, SBCRD Director; and Jeff Herrington, Airport Manager

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Ray Mosley	5:32 PM	
Roll Call	Interim Clerk of the Board	5:33 PM	
Approval of General Agenda	Chairman Nevil	5:35 PM	
Public Comments	Audience	5:37 PM	
Consent Agenda	Chairman Nevil	5:45 PM	
Approval of the purchase of 0.24 acre of land from the W.K. Jones Estate	Recreation/Legal		Tab A
Approval of a Commitment Letter for the Georgia DOT showing intent to proceed with and fund the Airport's FY 13 CIP Projects	Airport		Tab B
Approval to authorize the County Manager to approve a three year contract with WK Dickinson for Design & Engineering Services for the Airport's Annual Capital Improvement Projects	Airport		Tab C
Approval of an appointment to the Statesboro Library Regional Board	Interim Clerk of the Board		Tab D
Approval to reschedule the October 2, 2012, January 1, 2013 & February 5, 2013 BOC/P&Z Meetings	County Manager/Interim Clerk of the Board		Tab E
Old Business		5:50 PM	
Discussion/Action: Alcohol license for Samir Patel and Poonam Patel	Legal/ Interim Clerk of the Board		Tab F
Commission and Staff Comments	Chairman Nevil, et al.	6:00 PM	
Adjourn	Chairman	6:15 PM	

Additional Information - Background information in Board packets

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

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) September 4, 2012		
Recreation/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Authorize Purchase of 0.24 Acre of Land from W.K. Jones Estate for \$3,000.00

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

The Recreation Department needs to purchase 0.24 acre of land from the W.K. Jones Estate in Brooklet, which property is adjacent to and will be used to access property already owned by Bulloch County and used for recreation purposes in the City of Brooklet. The property is currently designated as Parcel B04 000023 000 in the Bulloch County Tax Assessor records. The W.K. Jones Estate is willing to sell the property for a purchase price of \$3,000.00. 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		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE	

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

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE 9/4/12		
Statesboro / Bulloch County Airport	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4) To authorize the County Commissioner to approve and sign a Commitment Letter for the Georgia DOT showing our intent to proceed with and fund the Airport's FY 13 CIP Projects.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) Tentative Federal funding would be in the amount of \$ 204,736.00. Matching funds from Bulloch County would be an estimated \$ 9,733.00. Attached please find Commitment Letter and project schedule.

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) Commitment Letter and project schedule attached					
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	X	YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL	<i>JH</i>	INITIAL		INITIAL		INITIAL	<i>CAJ</i>	INITIAL	<i>JS</i>	INITIAL	
DATE	8/26/12	DATE		DATE		DATE	8/30/12	DATE	8/29/12	DATE	

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



Statesboro-Bulloch County Airport

Jeff Herrington, Airport Manager

statesboroairport@frontiernet.net

601 Airport Boulevard

Statesboro, Georgia 30461

(912) 764-9083

Fax: (912) 489-4402

Cell (912) 690-4150

Keith Golden, P.E., Commissioner
Georgia Department of Transportation
600 W. Peachtree St., NW
Atlanta, GA 30308

Attn: Carla Sands, Acting Aviation Program Manager

Dear Commissioner,

By copy of this letter we confirm our intent to proceed with and fund "Land Acquisition Services and Design East Hangar Development Area" at the Statesboro-Bulloch County Airport. In accordance with department policy, we respectfully request state funding assistance in the amount of 50% of the non-federal share [of the total eligible cost of the project.

[Below/Attached] is our project schedule, which will meet a contract date of February 5, 2013

Sincerely,

Garrett Nevil
Chairman, Bulloch County Board of Commissioners

cc: Charles Evans, Aviation Project Manager



August 28, 2012

Jeff Herrington
Airport Manager
Statesboro-Bulloch County Airport
601 Airport Blvd
Statesboro, GA 30458

**RE: GDOT Tentative Allocation for
Land Acquisition Services and Design East Hangar Development Area**

Dear Jeff,

Thank you for forwarding the tentative allocation letter for the named projects. That letter is a notification from GDOT that the project elements are approved, that GDOT has allocated funds, and that they intend to issue a grant.

GDOT has reserved \$204,736 in Federal funds for the project. The allocation is based on an estimate, so the amount may change after the final costs are set. They have also estimated your local share at \$9,773 and have pointed out that you must request State matching funds. We should also point out that the local share could be somewhat greater (about \$14,000) if the GDOT matching share stays at 2.5% of the eligible costs.

So we recommend that you return the letter that GDOT provided to confirm your intent to fund the project and to request State funding assistance at 50% of the non-Federal share. This is not an obligation, but states your intent to follow through on the project and formally asks for State matching funds.

Please let us know if you have any questions or need any additional information.

Sincerely,

W.K. Dickson & Co., Inc.

A handwritten signature in black ink, appearing to read 'Reginald L. Weaver'.

Reginald L. Weaver, PE
Project Manager

CC: Phil Eberly

**STATESBORO-BULLOCH COUNTY AIRPORT
STATESBORO, GEORGIA**

PROPOSED PROJECT/GRANT DESCRIPTION

**LAND ACQUISITION SERVICES AND DESIGN EAST HANGAR DEVELOPMENT
AREA**

PROJECT SCHEDULE

ITEM DESCRIPTION	PROPOSED SCHEDULE
Owner Approval of Scope	September 20, 2012
Submit Scope to GDOT	September 24, 2012
GDOT Approval of Scope	October 5, 2012
Submit Costs to Owner	October 4, 2012
Owner Approval of Costs	October 18, 2012
Submit Costs to GDOT	November 1, 2012
GDOT Approval of Costs	November 29, 2012
Owner Acceptance-GDOT Grant	February 5, 2013

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

DEPARTMENT MAKING REQUEST (Box 1) Statesboro / Bulloch County Airport	MEETING DATE 9/4/12		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4) To authorize the County Manager to approve a three year contract with WK Dickson Engineering for design and engineering services for the Airport's Annual Capital Improvement Projects.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) Georgia DOT requires us to have a 3-5 year contract with a DOT approved engineering firm for our annual CIP Projects that use Federal dollars. The Airport Committee selected WK Dickson after accepting SOQ's and interviewing several groups from the DOT approval list.

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) Contract Attached					
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	x	YES		YES		YES		YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL	<i>[Signature]</i>	INITIAL		INITIAL		INITIAL		INITIAL	<i>[Signature]</i>	INITIAL	
DATE	8/28/12	DATE		DATE		DATE		DATE	8/29/12	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

OWNER AND ENGINEER

This contract made and entered into this 28th day of August, 2012, by and between BULLOCH COUNTY, GEORGIA, OWNER, and W.K. DICKSON & CO., INC., hereinafter referred to as the ENGINEER; WITNESSETH

THAT WHEREAS, the OWNER contemplates improvements at the Statesboro-Bulloch County Airport, and is in need of professional engineering, planning and related services for a term of three (3) years from the date set above; and

WHEREAS, the ENGINEER is desirous of providing these professional services to OWNER;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

GENERAL PROVISIONS

For the purpose of this Contract, the Airport Manager is hereby designated as the OWNER's representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter required and set forth. The ENGINEER will be notified in writing of any change in representation.

When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's Work Authorization, including an estimated cost for specified services, the ENGINEER shall provide professional engineering, planning and related services as described below.

SECTION I – BASIC SERVICES

A. Project Development Phase: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER, state and federal government agencies to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the OWNER in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.

6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.
8. Assist the OWNER in obtaining financing for the project through available federal and state grants.
9. Perform additional work as described and required by the work authorizations.

B. Design Phase: After written authorization to proceed the ENGINEER shall:

1. In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design.
2. Prepare an engineer's report in accordance with FAA criteria which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the airport pavement design;
 - c. An analysis of the manner that the work will be accomplished; and
 - d. A project cost estimate based upon the final design.
3. Advise the OWNER of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys or provide such services in accordance with this Contract.
4. Prepare final design, contract drawings, specifications and contract documents. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.
5. Assist OWNER in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
6. Furnish to the OWNER two (2) copies of completed drawings, specifications, reports, estimates and contract documents.
7. Perform additional work as described and required by work authorizations.

C. Construction Phase: During the Construction Phase, the ENGINEER shall provide the following services:

1. Assistance to the OWNER in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
2. Assistance in preparation of formal contract documents for the award of construction contract.

3. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
4. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the contract documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.
5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
6. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
7. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER's control.
8. Advise the OWNER of the needed special services and assist the OWNER in acquisition of such services as appropriate.
9. Based upon ENGINEER's on site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observation and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge,

information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

10. Prepare OWNER's applications for partial and final payments for submission to government agencies.
11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
12. ENGINEER will prepare for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based upon the marked up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
13. The ENGINEER shall not be responsible for the acts of omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform properly duties undertaken by the ENGINEER under this Contract.

SECTION II – SPECIAL SERVICES

At written request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER's own forces or through subcontracts with other professionals. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.

- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in Section IV – Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.
- K. Providing renderings or models for OWNER's use.
- L. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- M. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than ten (10) days, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) default by Contractor(s), and (6) the furnishing of a resident project representative other than an employee of the Engineer.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

SECTION III – RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the OWNER shall:

- A. Make available for ENGINEER's use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on OWNER's behalf and respond in a timely manner to submissions by ENGINEER providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.
- D. Furnish ENGINEER as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right of way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered herein; all of which ENGINEER may rely upon in performing his services.
- E. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the ENGINEER's services, or any defect in the work of the Contractor(s).

- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION IV – DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants and other field staff to assist ENGINEER in observing performance of the work of the Contractor.

Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction contract documents, and are further limited and described as follows:

- A. General: Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor keeping OWNER advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
- B. Duties and Responsibilities of Resident Project Representative:
1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor, such as pre construction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
 4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify ENGINEER of availability of samples for examination.

- c. Advise ENGINEER and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on site observations of the work in progress to assist ENGINEER in determining if the work is, in general, proceeding in accordance with the contract documents.
 - b. Report to ENGINEER whenever Resident Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material and equipment.

9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to ENGINEER change orders, work directive changes, and field orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority:

Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION V – PAYMENT FOR SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice-to-Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the OWNER.

- A. Methods of Payment: One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization.
 1. Lump Sum: For work that can be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
 2. Hourly: Under this method of payment, the ENGINEER's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses.
 3. Cost Plus: Where the ENGINEER subcontracts certain Special Services, the compensation will be equal to the actual cost of the subcontracted work plus a percentage of that cost as reimbursement for administering the subcontract.
- B. Terms and Conditions: The basis of compensation described is based upon the following conditions:
 1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER's office, at the site of the Project, or in travel status in connection with the Project.
 2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.

3. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.

C. Payment Schedules:

1. Payments shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

SECTION VI – MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the Project or its design, but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section II – Special Services.
- C. Reuse of Documents: All documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.
- D. Responsibility of the Engineer:
1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this contract.
 2. Approval by the OWNER or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
- E. Period of Services:
1. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the

construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project.

2. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.
3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately proceeding phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this contract.
4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Contract) be paid as provided for in Section V – Payment for Services. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to renegotiation.

F. Termination:

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER performing this Contract, whether completed or in process.
4. If this Contract is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If the Contract is terminated by the OWNER for

default of the ENGINEER, the amount due the ENGINEER may be adjusted to the extent of any additional cost incurred by the OWNER as a result of the ENGINEER's default.

G. Remedies:

Except as may be otherwise provided in this Contract all claims, counter claims, disputes and other matters in question between OWNER and the ENGINEER arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

H. Professional Liability: ENGINEER maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. Audit Access to Records:

1. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The OWNER, the FAA, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and transcriptions.
2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three years after the OWNER makes final payment.

J. Civil Rights Assurance:

During the performance of this Contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Contract shall provide all information and reports required by Regulations or directives issue pursuant thereto and shall permit access to its books; records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the OWNER or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's non-compliance with the nondiscrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect interests of the United States.

K. Disadvantaged Business Enterprise (DBE) Assurances:

1. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Contract.
2. DBE Obligation: The Engineer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Engineer shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Contracts. The Engineer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

BULLOCH COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

WITNESS: _____

ENGINEER:

W.K. DICKSON & CO., INC.

By: David L. Peeler, P.E.

Title: President/CEO

Date: _____

WITNESS: _____

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: 9.04.12

Administration: Clerk of the Board

RESOLUTION ATTACHED?

YES

NO

x

REQUESTED MOTION OR ITEM TITLE:

To appoint Cecil Hardin to the Statesboro Library Regional Board.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Susan Nubern has resigned her position on the Statesboro Regional Library Board. The Library Board as nominated Ceil Hardin to finish serving Ms. Nubern's term which expires on June 30, 2013. Please see attached letter and application.

**AGENDA CATEGORY
(CHECK ONE)**

FINANCIAL IMPACT STATEMENT

PRESENTATION		BUDGETED ITEM?	YES	N	AMENDMENT REQUIRED?	YES	
			NO			NO	x

ATTACH DETAILED ANALYSIS, IF NEEDED:

PUBLIC HEARING

CONSENT

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		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	
OTHER	
NOTES	

STATESBORO REGIONAL LIBRARY

124 South Main Street / Statesboro, Georgia 30458 / (912) 764-1329 FAX: (912) 764-1348

August 30, 2012

TRANSMITTED ELECTRONICALLY

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

Dear Tom:

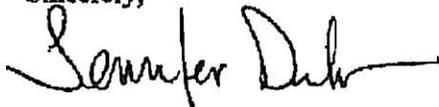
Susan Nubern had to resign her position as a trustee on the Statesboro Regional Library Board of Trustees because of conflicts in her schedule. She represented the Bulloch County Board of Commissioners on the Library Board.

Consequently, Ceil Hardin has been nominated by the Library Board as a possible Board of Trustee member to represent the County Commissioners. Ceil has agreed to fulfill Susan Nubern's term which ends June 30, 2013. At that time she will be eligible serve another full term if she is agreeable and the County Commissioners approve her. I am attaching the Application for Community Service for approval by the Bulloch County Board of Commissioners.

As you can see, Ceil has been a long-time resident of Bulloch County and supporter of the Library and she is a past president of the Friends of the Library. We appreciate your assistance in considering and making this appointment to the Library Board of Trustees.

Thank you.

Sincerely,



Jennifer Durham
Assistant Director

JD/kw

C: Christy Strickland, Deputy Clerk for Bulloch County BOC

Serving Bulloch, Bryan, Candler, Emanuel and Evans Counties



Bulloch County Application for Community Service

If you are interested in participating in local government by membership on any of the following County boards or committees, please complete this application and return it to:

**Bulloch County Manager's Office
P.O. Box 347, 116 North Main Street
Statesboro, GA 30460
catroland@bullochcounty.net**

Your application will be given every consideration as vacancies occur.

Check the boards/committees/committees in which you are interested:

<input type="checkbox"/> Airport Committee	<input type="checkbox"/> Keep Bulloch Beautiful Board
<input type="checkbox"/> Animal Shelter Advisory Committee	<input type="checkbox"/> Recreation Advisory Committee
<input type="checkbox"/> Board of Health	<input type="checkbox"/> Planning and Zoning Commission
<input type="checkbox"/> Development Authority	<input checked="" type="checkbox"/> Other: Library Board
<input type="checkbox"/> Hospital Authority	

Mr. Ms. Name Cecil Hardin Date 8-30-12

Address _____

Phone: Day _____ Night 912-839-3150 Email ceilharden@gmail.com

Bulloch County Resident? yes If so, since when? 1975

County / State of Former Residence Chatham

Educational Background BSED, MED EdSp from Georgia Southern

Occupation Teacher Employer East Georgia State College

Occupational Background Georgia Pines

Special Education _____

Community Activities (organizations, club, service groups, etc.)

Friends of the Library

Reason for Applying for this Board / Commission / Committee

To support the activities and staff of the Bulloch County - Statesboro Regional Library

Can attend day meetings? yes Can attend night meetings? yes

Applications will be kept on file for one year. If you have questions about serving on a board, commission, or committee, please feel free to contact the Manager's Office at (912) 764-6245.

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

DEPARTMENT MAKING REQUEST: County Manager/Clerk of the Board	MEETING DATE: 09.04.12		
	RESOLUTION ATTACHED?	YES	NO
			x

REQUESTED MOTION OR ITEM TITLE:

To change the Board of Commissioners Regular Meeting Dates to the following: Tuesday, October 2, 2012 to Thursday, October 4, 2012 at 5:30 P.M.; Tuesday, January 1, 2013 to January 3, 2013 at 5:30 P.M.; Tuesday, February 5, 2013 to February 7, 2013 at 5:30 P.M.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The Tuesday, October 2, 2012 regular meeting is scheduled during the 2012 Legislative Leadership Conference, which several of the commissioners will be attending. The January 1, 2013 meeting falls on New Year's Day. The Wild Game Supper in Atlanta will be held on February 5, 2013 which staff and commissioners attend.

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		DATE		DATE	

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

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

DEPARTMENT MAKING REQUEST:		MEETING DATE: 09.04.12		
Legal/ Clerk of the Board		RESOLUTION ATTACHED?		YES
				NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

To grant an alcoholic beverage license for package retail beer and wine sales to Samir Patel (Licensee/Designee) and Poonam Patel (Owner), doing business as Fast Stop, and is located at 22933 Highway 80 East, Statesboro, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

Mr. Poonam Patel had a license revoked from Houston County due to a citation for selling alcohol to a minor on May 25, 2010. Application is attached. Criminal history is attached.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES	N	AMENDMENT REQUIRED?	YES	
			NO			NO	<input checked="" type="checkbox"/>
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT							
NEW BUSINESS							
OLD BUSINESS	<input checked="" type="checkbox"/>						
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		DATE		DATE	

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

J. GARRETT NEVIL
Chairman
CAROLYN ETHRIDGE
Commissioner
WALTER GIBSON
Commissioner
RAY MOSLEY
Commissioner
ROBERT RUSHING
Commissioner
ANTHONY D. SIMMONS
Commissioner
ROY THOMPSON
Commissioner



BULLOCH COUNTY BOARD OF COMMISSIONERS

THOMAS M. COUCH
County Manager
HARRY STARLING
Chief Financial Officer
JEFF S. AKINS
Chief Legal Counsel
MAGGIE FITZGERALD
Clerk of the Board

MEMORANDUM

To: Board of Commissioners

From: Jeff S. Akins

Re: Alcohol License Application for Fast Stop
Located at 22933 Highway 80 East

Date: August 29, 2012

As discussed at the last Board meeting, by his own admission Mr. Poonam Patel, who represents himself to be the owner and sole proprietor of the above-referenced business, had an alcohol license suspended for a business located at 504 Perry Parkway in Perry, Georgia for a citation issued on May 25, 2010 for selling alcohol to a minor.

Section 3-27 of the Bulloch County Alcohol Ordinance (the "Ordinance") requires that a license for a sole proprietorship be issued to the individual owner of the business. Section 3-29(c) of the Ordinance states that "a licensee or designee shall not have been denied or had revoked, within the five years next preceding his application, any license to sell alcoholic beverages issued by any governmental entity."

In my opinion, this license cannot be issued because Mr. Patel, as the sole proprietor and owner of this business, does not meet all the qualifications of a licensee as required by the Ordinance. More specifically, the revocation of his alcohol license in Perry, which occurred within the last 5 years, disqualifies him as a licensee under Bulloch County's Ordinance.

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: Samir Patel

BUSINESS: Fast Stop

LOCATION: 22933 Hwy 80 East
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 7 Day of August, 2018


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 (<u>due upon returning application</u>)	\$ 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 SAMIR PATEL
Name of business PODNAME PATEL & SHANTA PATEL DBA FAST STOP
Location of business 22933 HWY 80 EAST
Type of business organization (Corporation, limited liability company, partnership, etc.)
~~PARTNERSHIP~~ SOLE PROP
Business mailing address 22933 HWY 80 E, STATESBORO, GA 30461 Phone 912-764-5315
Applicant's home address _____ Phone 912
Applicant's age _____ Date of birth _____ Social Security # _____

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? ALCOHOL LICENSEE

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

POONAM PATEL

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: _____
J. Garrett Nevil, Chairman

Attest: _____
Maggie R. Fitzgerald, Clerk

Monday, August 06, 2012

Page 1

Response Key: .BUSX-

0639381 GA-CCH 20120806 15:29:54 20120806 15:29:54 201503D030

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

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

Produced on 2012-08-06

***** Introduction *****

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

FBI Number 469538JB9
State Id Number GA2566895K (GA)
ARN ALR FAST STOP
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: 2012-08-06
(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 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)

GCIC Record on File
Bulloch County Sheriff's Office
8/10/12
Communications Officer Date

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

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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, SAMIR (2007-08-08)
PATEL, SAMIR B (AKA) (2007-08-08)

Subject Description

FBI Number State Id Number
469538JB9 GA2566895K

Social Security Number

Sex Race
Male (1999-03-23) Asian (1999-03-23)

Height Weight Date of Birth
5'07" (1999-03-23) 200 (1999-03-23) (2007-08-08)

Hair Color Eye Color
Black (1999-03-23) Black (1999-03-23)

Place of Birth
INDIA (1999-03-23)

III Record SSO

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

===== OTN 00056140486 (Cycle 1 of 2) =====
Offender Tracking Number (OTN) 00056140486
Earliest Event Date 1998-10-02
Offense Date 1998-10-02
Arrest SRF 68781114
Judicial SRF 76541067

Arrest (Cycle 1)
Arrest Date 1998-10-13
Case Number
Arresting Agency GA0160000 BULLOCH COUNTY SHERIFFS OFFICE
Subject's Name PATEL, SAMIR
Arrest Type Adult

Charge
Charge Tracking Number 00056140486-1
Charge Literal SIMPLE BATTERY
Statute 16-5-23; GA
State Offense Code 1379
Severity Misdemeanor

Court Disposition (Cycle 1)

Case Number
Court Agency GAO16033J
Subject's Name PATEL, SAMIR

Charge
Charge Tracking Number 00056140486-1
Charge Literal SIMPLE BATTERY
Statute 16-5-23; GA
State Offense Code 1379
Severity Misdemeanor
Disposition DISMISSED (1999-10-29; Dismissed)

===== OTN 00056359192 (Cycle 2 of 2) =====
Offender Tracking Number (OTN) 00056359192
Earliest Event Date 1998-11-12
Offense Date 1998-11-12
Arrest SRF 70891985

Arrest (Cycle 2)
Arrest Date 1999-03-23
Case Number
Arresting Agency GAO160000 BULLOCH COUNTY SHERIFFS OFFICE
Subject's Name PATEL, SAMIR B
Arrest Type Adult

Charge
Charge Tracking Number 00056359192-1
Charge Literal DEPOSIT ACCOUNT FRAUD (BAD CHECKS) GREATER THAN OR EQUAL TO
\$500
Statute 16-9-20 (B) (3); GA
State Offense Code 2614
Severity Felony

Charge
Charge Tracking Number 00056359192-2
Charge Literal DEPOSIT ACCOUNT FRAUD (BAD CHECKS) GREATER THAN OR EQUAL TO
\$500
Statute 16-9-20 (B) (3); GA
State Offense Code 2614
Severity Felony

Court Disposition (Cycle 2)
Case Number
Court Agency GAO16015A
Subject's Name PATEL, SAMIR B

Charge
Charge Tracking Number 00056359192-1
Charge Literal DEPOSIT ACCOUNT FRAUD (BAD CHECKS) GREATER THAN OR EQUAL TO
\$500
Statute 16-9-20 (B) (3); GA
State Offense Code 2614
Severity Felony
Disposition DISMISSED (2000-05-09; Dismissed)

Charge
Charge Tracking Number 00056359192-2
Charge Literal DEPOSIT ACCOUNT FRAUD (BAD CHECKS) GREATER THAN OR EQUAL TO
\$500

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Statute 16-9-20(B)(3); GA
State Offense Code 2614
Severity Felony
Disposition DISMISSED (2000-05-09; Dismissed)

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

Agency BULLOCH COUNTY SHERIFFS OFFICE; GA0160000;
SHERIFF
Address 17257 HIGHWAY 301 NORTH
STATESBORO, GA 304588421

Agency OGEECHEE JUDICIAL CIRCUIT DISTRICT ATTORNEY ;
GA016015A;
PROSECUTOR
Address 1 COURTLAND STREET SECOND FLOOR
STATESBORO, GA 304580000

Agency BULLOCH COUNTY STATE COURT; GA016033J;
JUDGE
Address PO BOX 1866
STATESBORO, GA 304590000

* * * END OF RECORD * * * U^a

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: Poqam Patel

BUSINESS: Fast Food

LOCATION: 22933 Hwy 80E
Statesboro, GA

CRIMINAL HISTORY: OK

RESIDENCY: McDonough, 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 13 Day of June, 2012

NOTARY PUBLIC

License Holder

**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 Parnam S. Patel

Name of business Fast Food

Location of business 22933 Hwy 80 East Statesboro GA

Type of business organization (Corporation, limited liability company, partnership, etc.)
~~Partnership~~ SOLE PROP

Business mailing address 22933 Hwy 80 East Phone 912-764-5315

Applicant's home address _____ Phone _____

Applicant's age _____ Date of birth _____ Social Security # _____

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:

Porram S. Patel _____

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: _____
J. Garrett Nevil, Chairman

Attest: _____
Maggie R. Fitzgerald, Clerk

Tuesday June 26 2012.

To,
Bullock County,

I, Poonam Patel had my business alcohol license
revoked/suspended at 504 Perry Parkway, Perry, GA,
Houston County. Alcohol license was revoked
due to a citation for selling alcohol to a
minor, business was cited on May 25, 2010.

Sincerely,

Poonam Patel

Poonam Patel.