



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**March 5, 2013  
Estimated Time: 1 Hour  
North Main Annex Community Room  
Statesboro, Georgia  
5:30 PM**

Meeting Function:	<b>Board of Commissioners</b>	Type of Meeting:	<b>Regular Meeting</b>
Meeting Chair:	<b>Chairman, Garrett Nevil (Presiding)</b>	Recorder:	<b>Clerk of the Board, Christy Strickland</b>
Parliamentarian:	<b>County Attorney, Jeff Akins</b>	Ex-Officio:	<b>Tom Couch, County Manager; Harry Starling, Chief Financial Officer; Andy Welch, Development Services Director; Ted Wynn, Public Safety Director; Jeff Herrington, Airport Manager; Mike Rollins, Parks and Recreation Director; Dink Butler, Transportation Director; and Randy Newman, Zoning Administrator.</b>

**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 Robert Rushing	5:32 PM	
Roll Call	Clerk of the Board Christy Strickland	5:33 PM	
Zoning Agenda and Public Hearings	Chairman & Zoning Administrator	5:34 PM	P/Z Pkg.
Approval of General Agenda	Chairman Nevil	5:45 PM	
Presentations	Chairman Nevil		
Proclamation-Purple Heart County	Chairman Nevil	5:47 PM	
Public Comments	Audience	6:05 PM	
Consent Agenda	Chairman Nevil	6:15 PM	
Approval of Minutes – Regular Meeting and Executive Session held on February 19, 2013	Clerk of the Board		Tab A
Approval of Beverage Contract Renewal with Coca-Cola	Parks & Recreation		Tab B
Approval of 2012 Firework Bid with Liberty Pyrotechnics	Parks & Recreation		Tab C
Approval of a lease agreement with Clay Jackson/Statesboro Aviation	Airport/Legal		Tab D
Approval of sales contract for purchase of property to expand Brooklet Fire/EMS Station	Public Safety/Legal		Tab E
Commission and Staff Comments	Chairman Nevil, et al.	6:20 PM	
Adjourn	Chairman	6:30 PM	

**Additional Information**

Background information in Board packets



# Bulloch County Departmental Review

<b>Agenda Item:</b>	1	<b>Meeting Date:</b>	March 5, 2013
<b>Application #:</b>	RZ2013-001	<b>Application Type:</b>	Rezoning
<b>Request:</b>	Karl and Cynthia Collins submitted an application to rezone 30.7 acres out of 44.7 acres from R-80 (Residential 80,000 square feet) to AG-5 (Agricultural 5 acres). The property is located on Highway 80 East. John Lamar is acting as agent.		
<b>P&amp;Z Recommendation:</b>	To approve the rezone request		

<b>Applicant:</b>	Karl and Cynthia Collins	<b>Acres in Request:</b>	30.7
<b>Location:</b>	Highway 80 East	<b>Existing Lots:</b>	2
<b>Map #:</b>	122 000043 000 & 122 000043A000	<b>Requested Lots:</b>	2
<b>Future Land Use:</b>	Suburban-Neighborhood	<b>Current Zoning:</b>	HC\R-80
		<b>Requested Zoning:</b>	HCVAG-5
<b>Directions to Property:</b>	Take Hwy 80 East toward Brooklet. Property will be on the left past Burkhalter Road.		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	X		
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?	X		
(4) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, EMS, sheriff or fire protection?		X	
(5) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?		X	
(6) Will the use be consistent with the purpose and intent of the proposed zoning district?	X		
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	
(8) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?	X		

## LAND USE PLANNING IMPACT

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



# Bulloch County Departmental Review

---

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

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

**Neighborhood Character:** There is no evidence that the proposed change in zoning should injure or detract from existing neighborhoods.

**Property Values:** adjacent property values should not be affected due to the change in zoning.

## WATER / SEWER IMPACT

All properties are subject to on-site septic tank installation and a community water system approval as required by the County Health Department. Soil types and proposed lot sizes are compatible and adequate for septic tank installation.

## SOLID WASTE IMPACT

None expected.

## ENVIRONMENTAL IMPACT

No impact is expected.

## FIRE SERVICE

Fire service is available within 4.4 miles (response time 6 minutes) from the Statesboro Fire Department. No additional resources are required.

## TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Hwy 80 is a state maintained paved road.

## SCHOOL IMPACT

Minimal impact is expected on existing schools.

## PARKING, ROAD AND DRAINAGE IMPACT

The proposed change should not create a significant traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures.

## E-911 AND EMERGENCY MANAGEMENT IMPACT

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

## LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 7 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

## FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed rezone.



# Bulloch County Departmental Review

---

The staff recommends approval of the rezone request.

## Planning and Zoning Recommendation

<b>Motion:</b>	To recommend approval of the rezone request
<b>Vote:</b>	6-0 vote
<b>Issues:</b>	None
<b>Opposition:</b>	None

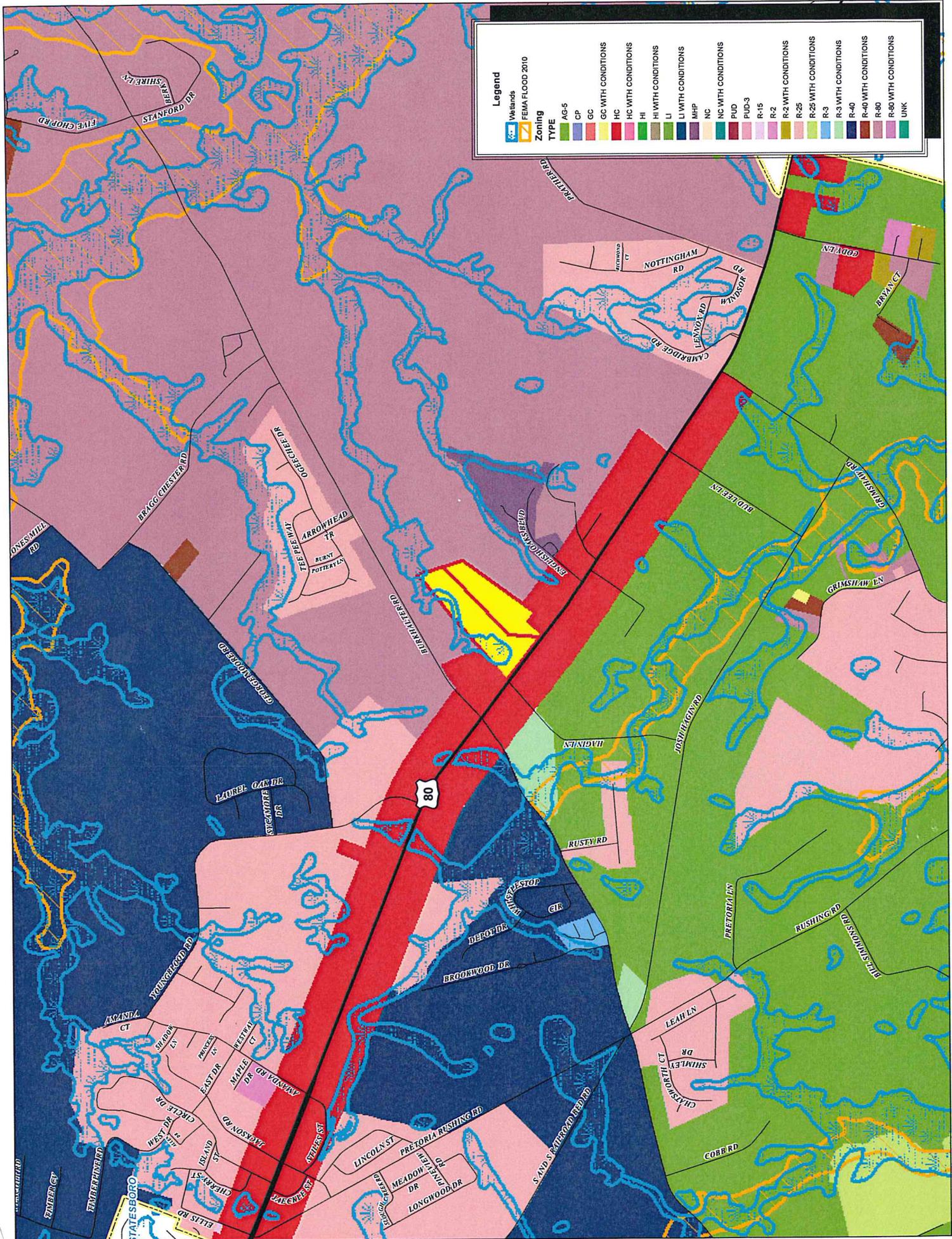
---

### Participants

Tom Couch, County Manager; Andy Welch, County Planner; Randy Newman, Zoning Administrator.

**Legend**

	Wetlands
	FEMA FLOOD 2010
<b>Zoning</b>	
	AG-5
	CP
	GC
	GC WITH CONDITIONS
	HC
	HC WITH CONDITIONS
	HI
	HI WITH CONDITIONS
	LI
	LI WITH CONDITIONS
	MHP
	NC
	NC WITH CONDITIONS
	PUD
	PUD-3
	R-15
	R-2
	R-2 WITH CONDITIONS
	R-25
	R-25 WITH CONDITIONS
	R-3
	R-3 WITH CONDITIONS
	R-40
	R-40 WITH CONDITIONS
	R-60
	R-60 WITH CONDITIONS
	UNK



February 19, 2013  
Statesboro, GA

### Regular Meeting

The Board of Commissioners met at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. County Manager Tom Couch gave the invocation and the pledge of allegiance.

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Mosley, Commissioner Simmons, Commissioner Ethridge, Commissioners Rushing, Commissioner Thompson and Vice-Chairman Gibson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Chief Financial Officer Harry Starling, Transportation Director Dink Butler, Public Safety Director Ted Wynn and Statesboro-Bulloch Parks and Recreation Director Mike Rollins.

After Roll Call, Chairman Nevil asked for amendments or modifications of the General Agenda. Hearing none, Commissioner Simmons offered a motion to approve the General Agenda as presented. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. There was no one present for public comments.

Chairman Nevil stated that the next item on the Agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on February 7, 2013. Commissioner Rushing offered a motion to approve the Consent Agenda as presented. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Without any items of Old Business Chairman Nevil stated the first item under New Business was for Discussion/Action to approve the purchase and installation of

eleven (11) new scoreboards with wireless remote receiver and transmitter. Chairman Nevil called on County Manager Tom Couch to initiate discussion on the matter. Mr. Couch stated the scoreboards would replace the three (3) existing scoreboards that are inoperable at Memorial Park and due to the increase of use of the two (2) fields they need them for game activities. After hearing no further discussion, Commissioner Thompson made a motion to approve the purchase of the three (3) new scoreboards in the amount of \$13,440.00 with Electro-Mech. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

Next, Chairman Nevil asked for any general comments or statements from the Commissioners. Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, and Commissioner Gibson thanked everyone for being present at the meeting and thanked the staff for all their hard work. Commissioner Rushing asked to add to the agenda for discussion at the next scheduled meeting concerning the I-16 Sewer and Utilities. Commissioner Thompson thanked the County Manager for the job he did controlling the financial issues especially during these hard economic times. He also expressed concern about needing a new Rescue Truck and asked the County Manager if he could look into seeing if there were any funds to help public safety purchase a rescue truck.

Next, Chairman Nevil asked for comments from the Staff. County Manager Tom Couch stated he had given everyone a memo and would like to have a workshop on Tuesday, February 26, 2013 at 8:30 am if everyone was in agreement. Clerk of the Board Christy Strickland stated Whitfield Signs ribbon cutting is Wednesday, February 20, 2013 at 12:15 PM if any of the Commissioners could go. Commissioner Gibson said he would attend the ribbon cutting. Ms. Strickland also stated she had given everyone a copy of an email from Dr. Ruth Green if they could read it when they had an opportunity.

Chairman Nevil stated that there was no further business expected for the open session of the regular agenda, and the Board must close the meeting and enter into Executive Session to discuss Potential Real Estate Acquisition after a five minute recess. Chairman Nevil stated that at the conclusion of the Executive Session, which was

expected to last about ten minutes, the Board would reconvene and in all likelihood move for adjournment. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. 50-14-3 and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussing Potential Real estate acquisitions. Without further discussion, Commissioner Gibson offered a motion to enter into Executive Session to discuss Potential Litigation in accordance with the provisions of O.C.G.A 50-14-3 (4) (See Exhibit #2013-017). Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

---

The meeting was reconvened, and Chairman Nevil asked if there were any further comments from the Commission or Staff. County Manager Tom Couch stated after speaking with Commissioner Ethridge she was going to have a conflict and would not be able to attend the workshop on Tuesday, February 26, 2013. He asked the board if Thursday, February 28, 2013 would be acceptable. The Commissioners agreed to hold the workshop on that date. Hearing no further comments from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley, and Commissioner Ethridge voting in favor of the motion.

---

J. Garrett Nevil, Chairman

---

Attest: Christy Strickland, Clerk of the Board

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

<b>DEPARTMENT MAKING REQUEST (Box 1)</b> Statesboro-Bulloch County Parks and Recreation	<b>MEETING DATE (Box 2)</b> March 5, 2013		
	<b>RESOLUTION ATTACHED? (Box 3)</b>	<b>YES</b>	<input type="checkbox"/>
		<b>NO</b>	<input type="checkbox"/>

**REQUESTED MOTION OR ITEM TITLE (Box 4)**  
Motion to approve the renewing of the beverage contract with Coca-Cola Bottling Company United East LLC for time covering March 1, 2013 through February 28, 2014.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**  
The service period of March 1, 2012 through February 28, 2013 was the second year renewal of the contract awarded for March 1, 2011 and ended on February 28, 2012. As per our current contract, this contract may be renewed yearly for two (2) successive one (1) year periods for a possible total contract term of three (3) years. The decision to renew the agreement shall be at the sole discretion of the county.

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>					
<b>PRESENTATION (6a)</b>	<input type="checkbox"/>	<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>	<input type="checkbox"/>
			<b>NO</b>	<input type="checkbox"/>		<b>NO</b>	<input type="checkbox"/>
<b>PUBLIC HEARING (6b)</b>	<input type="checkbox"/>	<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b>					
<b>CONSENT (6c)</b>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>- Regular Budgeted Item (Concessions Operations)</li> <li>- 110-61310-531300</li> <li>- 556-61243-531300</li> </ul>					
<b>NEW BUSINESS (6d)</b>	<input type="checkbox"/>						
<b>OLD BUSINESS (6e)</b>	<input type="checkbox"/>						
<b>OTHER (6f)</b>	<input type="checkbox"/>						

<b>APPROVED FOR AGENDA (Box 8)</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>
<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
<b>INITIAL</b>	<i>MK</i>	<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	
<b>DATE</b>	<i>2/20/13</i>	<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	

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

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, 2012 until February 28, 2013; 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, 2014, 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 18<sup>th</sup> day of February, 2013.

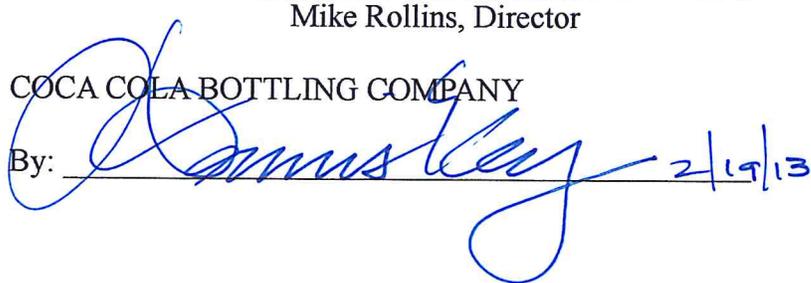
BULLOCH COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Tom Couch, County Manager

STATESBORO-BULLOCH COUNTY RECREATION DEPARTMENT

By: \_\_\_\_\_  
Mike Rollins, Director

COCA COLA BOTTLING COMPANY

By:  2/19/13



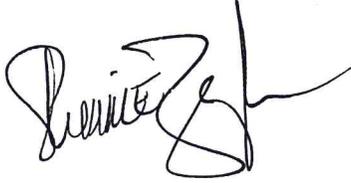
---

**INTEROFFICE MEMORANDUM**

---

**TO:** SHERRIE ZEIGLER

**FROM:** MELISSA PETITJEAN



**SUBJECT:** BEVERAGE BID RENEWAL

**DATE:** FEBRUARY 15, 2013

---

Our present beverage contract with Coca-Cola Bottling Company United East LLC will end on February 28, 2013.

I would like to request that we renew the contract with this company for the period March 1, 2013 through February 28, 2014, based on product pricing and added value totaling \$21,230 in sponsorships and funding.

As stated in beverage bid:

Renewal: It is the intent to enter into this agreement for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the agreement shall be at the sole discretion on the county.

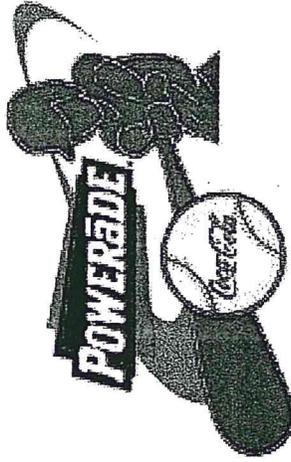
2011-2012 Partnership  
*Coca-Cola* Bottling Company  
United East LLC

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

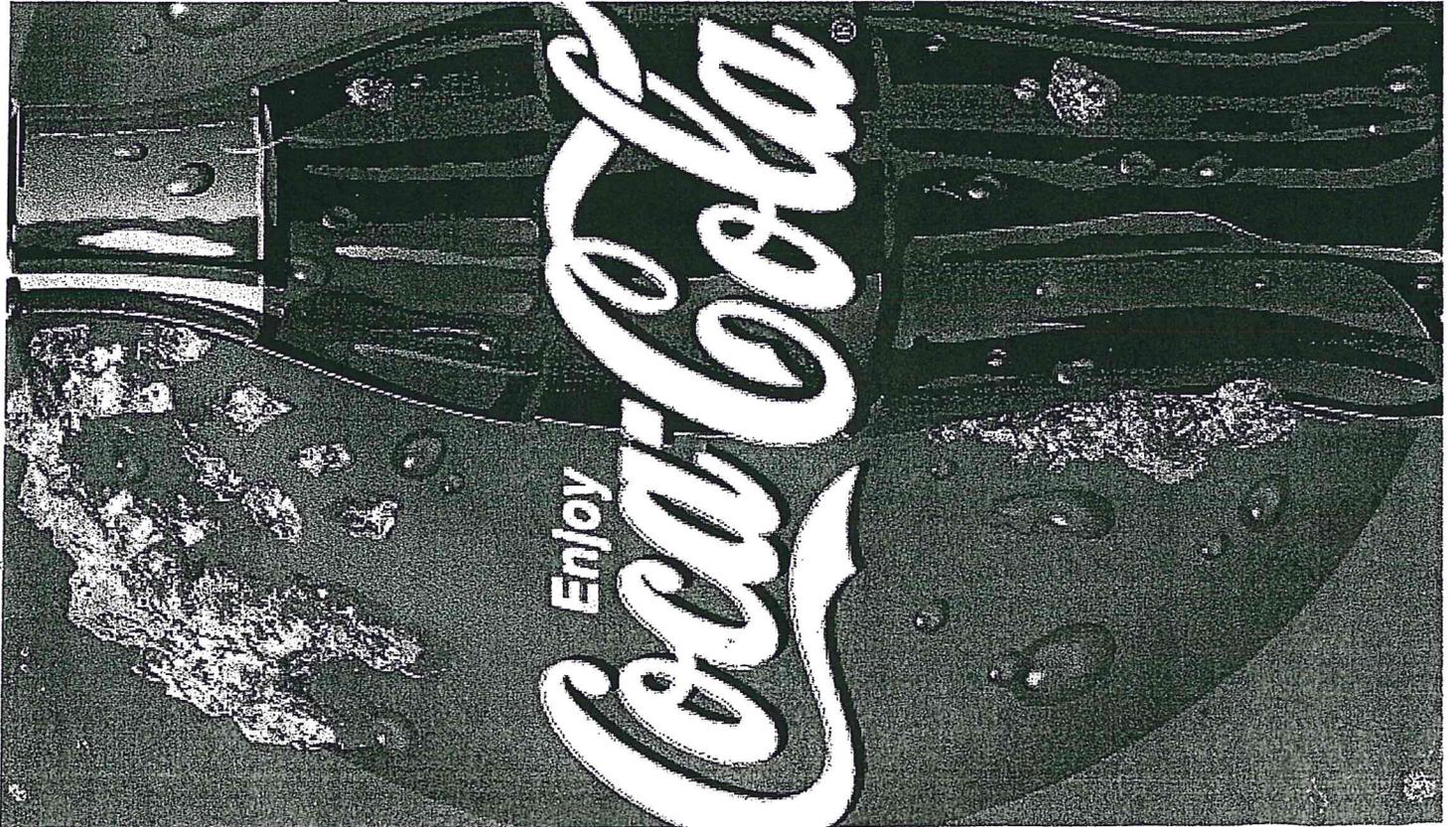
AND

Statesboro/Bulloch Co.  
Parks & Recreation  
Department

Mill Creek Regional Park &  
George Roebuck Park



Family Water Park & Aquatics Center



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. Pow erade	\$11.76	24 per case	\$0.49
20oz. Pow erade	\$18.25	24 per case	\$0.76
15.2oz. Minute Maid 100% Juices	\$21.35	24 per case	\$0.89
Glacéau Smartwater 20oz.	\$17.99	24 per case	\$0.75
Glacéau 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
<b>Total Equipment</b>	<b>\$53,883.00</b>	<b>\$8,630.00</b>	<b>\$8,630.00</b>	<b>\$94,543.00</b>

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".

# 2011-2012 Partnership

---

## Full-Service Vending

<u>Locations</u>	<u>12oz. Can Vend Rate</u>	<u>20oz. Bottle Vend Rate</u>	<u>Commission Rate</u>
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, 4<sup>th</sup> 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 4<sup>th</sup>. 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 4<sup>th</sup>, 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 4<sup>th</sup>., \$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 Acal BB Pome	Cherry Coke
Cherry Coke	CF Diet Coke	Revive Ft 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 Cit. Gr. Tea	Coke Zero	20 OZ Glaceau Zero 24pk	Fanta Grape
Barqs Rootbeer	Pibb Xtra	XXX Acal BB Pome	Fanta Str'bery
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'bery	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	Turn-E Yummies 12 Pack
Full Throttle	Jva Mons. Loco Moca	Seagrams Tonic	Fruitalous Punch
FT Blue Demon	Jva Mons. Mean Bean	Seagrams Gale	Very Berry Blue
FT Red Berry	Jva Mons. Kona Blend	MM Lemonade	Orange Arific
Nbs		Fanta Orange	Sour Raspberry
Nbs Fr Punch	12 OZ Powerade 24pk	Fanta Strawberry	Greentastic Apple
Nbs Grape	Play Mixed Berry	Hi-C Fruit Punch	20 OZ Powerade 24 Pack
Nbs Loaded Cherry	Play Fruit Punch	Hi-C Frnk 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	Stberry Lemon
Monster MXXD	Fruit Punch	Vault	Stberry 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	Stberry 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% CJ	MM Lemonade	Fruit Punch
Lemon Lime	Apple Juice	Fbb Xtra	Orange
Fruit Punch	CranApple	Fanta Strawberry	Grape
Mt Blast	CranGrape	Nestea SS	White Cherry
	Ruby Red	Hi-C Frk Lemon	Stberry Lemon
	Papple Orange	Vanilla Coke	Stberry 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 University, 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

Commission Rate (% of Unit Sale Price)

Brands & Flavors	Size (oz)	Price	Rate (% of price)
Dasani!	20oz.	\$1.25	20%
Smartwater	20oz.	\$1.50	20%

Bottled Water

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%

Juices

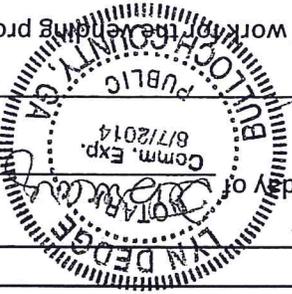
BEST POSSIBLE START DATE:

1-Mar-11

All proposals submitted shall be subject to acceptance or rejection and the Bulloch County specifically reserves the right to 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@cbbcun.com

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



NOTARY PUBLIC  
 Please describe your ability to meet the scope of work for the vending program on a 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

**INSURER**  
 Coca-Cola Bottling Company United, Inc. and its Subsidiaries and Divisions  
 P.O. Box 2006  
 Birmingham, AL 35217

**INSURER A:** Discover Property & Casualty Ins Co  
**INSURER B:** United States Fidelity & Guaranty Co  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**CONTACT**  
 NAME:  
 PHONE (A/C, No. Ext): 800-476-2211  
 FAX (A/C, No.):  
 ADDRESS:

**INSURER(S) AFFORDING COVERAGE**  
 NAIC #

**REVISION NUMBER:**

**COVERAGES**  
 CERTIFICATE NUMBER: 8Y6USSE

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	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 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY	D197A00178		11/01/2010	11/01/2011	COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	ANY AUTO ALL OWNED AUTOS HIREN AUTOS					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		D197W00154	11/01/2010	11/01/2011	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB					
	DED RETENTION \$					
	WORKERS COMPENSATION					
	U.S. STATUTE					
	OTHER					

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

**CERTIFICATE HOLDER**

**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

Proof of Coverage

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:

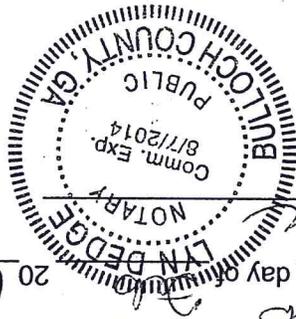
FIRM NAME Goat-Cat Bottling Co. LLC

SIGNATURE [Signature]

TITLE Gen

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

NOTARY PUBLIC [Signature]



FORM B: FEE AND COMMISSIONS SCHEDULE

TO:

Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, Georgia 30458

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.

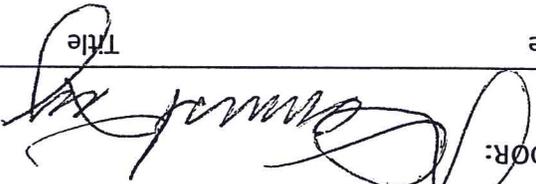
That the Bulloch county reserves the right to reject any or all proposals and to accept that proposal which will, in its option, best serve the public interest. Bulloch County reserves the right to waive any technicalities and formalities in the bidding.

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.

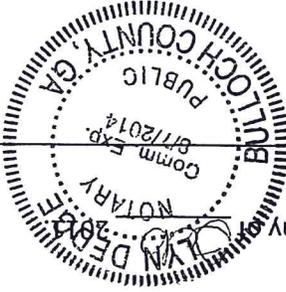
If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_



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.

## **ADDENDUM #1**



**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 opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

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

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

An RFP package may be requested by contacting the Bulloch County Purchasing Manager. The solicitation is also posted on [bullochcounty.net](http://bullochcounty.net). Project inquiries may be directed to for specific functional questions to each person noted below. The contact persons for this project are as follows:

Project Management:	Melissa Petitjean, Recreation Supervisor 912.764.5637
Procurement Process:	Kenneth Trapnell, Purchasing Manager 912.764.0436

## **TERMS AND CONDITIONS**

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

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

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

**Reservations:** The County reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in proposals. Negotiations may be necessary to complete the contract.

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

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

**Indemnification:** The County shall not be held responsible for claims for bodily injury, death, or property damage that may arise from the performance of contractual services with the County.

**Correction or withdrawal of proposals, cancellation of awards:** Correction or withdrawal of proposals before or after opening, or cancellation of awards or contracts may be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of non-judgmental character was made, are where the award or cancellation is in the best interest of the County.

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

**Award:** All proposals will be awarded to the most responsive and cost-effective vendor. The vendor to whom the award is made will be notified at the earliest possible date. The purchaser reserves the right to reject the award to a vendor who has previously failed to perform properly, or to complete on time contracts of a similar nature.

**Renewal:** It is the intent to enter into this agreement for an initial one-year period with the option to renew it for two, one-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.

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

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>  PARKS AND RECREATION	<b>MEETING DATE (Box 2)</b> March 5, 2013		
	<b>RESOLUTION ATTACHED? (Box 3)</b>	<b>YES</b>	
		<b>NO</b>	

**REQUESTED MOTION OR ITEM TITLE (Box 4)**  
  
RENEWAL OF THE 2012 FIREWORKS BID WITH LIBERTY PYROTECHNICS

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

<b>AGENDA CATEGORY (CHECK ONE) (Box 6)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>					
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>	
			<b>NO</b>			<b>NO</b>	<input checked="" type="checkbox"/>
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED ( 7c)</b>  ACCOUNT 11061910-52.3855					
<b>CONSENT (6c)</b>	<input checked="" type="checkbox"/>						
<b>NEW BUSINESS (6d)</b>							
<b>OLD BUSINESS (6e)</b>							
<b>OTHER (6f)</b>							

<b>APPROVED FOR AGENDA (Box 8)</b>											
<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>		<b>YES</b>		<b>YES</b>		<b>YES</b>		<b>YES</b>	
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	

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

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**CONTRACT RENEWAL**

WHEREAS, Bulloch County, Georgia (hereinafter 'the County') entered into a contract with **LIBERTY PYROTECHNICS, LLC** on July 1, 2012, for the purchase of FIREWORKS to be used by the Bulloch County Recreation Department.

WHEREAS, the initial term of said contract was for a period of one (1) year, beginning July 1, 2012 until June 30, 2013 and

WHEREAS, said contract contains a provision whereby it may be renewed for two (2) successive one (1) year periods upon mutual agreement between the parties.

NOW THEREFORE, in consideration of the mutual obligations 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 June 30, 2014, 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 18<sup>th</sup> day of February, 2013.

**BULLOCH COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
**Tom Couch**

Title: County Manager

**BULLOCH COUNTY RECREATION DEPARTMENT**

By: \_\_\_\_\_  
**Mike Rollins**

Title: Director (Rec. Dept.)

**LIBERTY PYROTECHNICS, LLC**

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

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



**INTERDEPARTMENTAL COMMUNICATION**

January 28, 2013

TO: Mike Rollins

FROM: SherrieZ



RE: Independence Celebration Fireworks Contract Renewal

Requesting renewal of 2012 fireworks contract for July 4<sup>th</sup>, 2013 Celebration. Information attached.



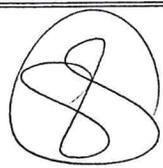
---

---

**INTEROFFICE MEMORANDUM**

---

---

**TO:** SHERRIE ZEIGLER  
**FROM:** KIMBERLY SHARPE    
**SUBJECT:** FIREWORKS BID RENEWAL  
**DATE:** JANUARY 23, 2013

---

I would like to request to renew the fireworks bid from 2012-13 for fiscal year 2013-14 with Scott Wheeler of Liberty Pyrotechnics. Total amount of fireworks cost will be \$21440.44 for Firecracker Fest 2013 and Swing into Spring 2014.

Clause stated in fireworks bid:

**15. RENEWAL:** The successful bidder could be allowed up to two (2) renewals of this contract all upon the same terms and conditions. Bulloch County has the right to accept or reject the renewal. Rejection of the renewal will result in a re-bid of this contract.

**MEMORANDUM**

**Date:** February 28, 2012  
**To:** Mr. Tom Couch  
**From:** Kenneth Trapnell \_\_\_\_\_Kenneth Trapnell\_\_\_\_\_  
**Subject:** Recreation Dept. Fireworks (K. Sharpe) Bid Report

---

Sealed bids from vendors were opened by the Bulloch County Board of Commissioners, at Bulloch County North Main Annex, Purchasing Office (Room 108), 115 North Main Street, Statesboro, Ga., 30458 @ 3:00 P.M. legally prevailing time on February 28, 2012 for: Fireworks for the Statesboro-Bulloch County Recreation Department. Our goal is a contract with a guaranteed bid price for a one year period, with an option to renew the contract for two successive years. This contract is to begin July 1, 2012 and be in effect one year ending June 30, 2013.

Five (5) requests for bids were e-mailed on February 10, 2012. Three (3) bids were received.

The bid solicitation was advertised in the Statesboro Herald on February 11, 2012.

**Bids received are as follows:**

<b>VENDOR</b>	<b>TOTAL BID PRICE</b>
LIBERTY PYROTECHNICS, LLC	\$21,440.44
PYRO SHOWS	\$22,000.00
ZAMBELLI FIREWORKS	\$22,000.00

Sherrie Zeigler of the Recreation Department attended the bid opening. Sherrie has the original copies for all bids received.

There is more to bid evaluation for this bid than the price. The quality of the show and other factors are to be considered for this bid evaluation.

The bids received are being evaluated by the Rec. Dept. at this time.

All bids received were delivered before 3:00 PM.

If you need more, please let me know.

Thanks.

## Contract for Service

This contract is entered into this 16<sup>th</sup> day of May 2012 by Liberty Pyrotechnics, 1916 Crane Drive, Newton County, Joplin MO 64804, telephone 417-825-3171, Designated herein as the "Seller", and Bulloch County Board of Commissioners designated as "Buyer"

Seller will deliver to Buyer fireworks on July 4<sup>th</sup>, 2012 and/or will make necessary substitutions Of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance With such Federal, State, and local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material Found shall be disposed of as required by all Federal, State and Local rules and regulations or As is the standard practice of Seller.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall Spectators be allowed closer than 70 feet per shells diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the purchase price of \$21,440.44 per display, plus sales tax if applicable, with the option to increase the amount of the fireworks display. The buyer will pay 100% of the total price on the day of event. In the event of a delay, buyer agrees to pay an additional cost no more than \$200.00 per day for security. Seller will arrange for security.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge of 1.5% per month, which is an annual percentage of 18%, applied to the balance due after specified payment due dates above. The parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Jasper County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court cost incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

LIBERTY PYROTECHNICS, LLC

SELLER

BY: 

BULLOCH COUNTY COMMISSIONERS

BUYER

BY: 

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

DEPARTMENT MAKING REQUEST (Box 1) Statesboro Bulloch County Airport	MEETING DATE <del>2/26/13</del> 3.5.13		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4) To authorize the County Manager to approve a lease agreement with Clay Jackson, owner of Statesboro Aviation LLC, to operate a Flight School out of Hangar #3 at the Statesboro Bulloch County Airport based on recommendation from the Airport Committee.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)  
Copy of lease is attached.

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	Copy of the Statesboro Aviation lease is attached.			
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		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 2/21/13		DATE		DATE		DATE		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

DRAFT LEASE AGREEMENT

This lease agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and Statesboro Aviation LLC and Clayton M. Jackson (hereinafter "Lessees").

WITNESSETH:

For and in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. LEASED PROPERTY

Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Old Pegasus Maintenance Hangar # 3, at the Statesboro-Bulloch County Airport (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent Hangar # 3 in an "as is condition".

2. LEASE TERM

The initial term of this lease shall be for a period of One (1) year, commencing on \_\_\_\_\_, 2013. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party ten (10) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties. The failure to pay rent within ten (10) days after the date on which it is due shall be deemed a material breach of this lease.

3. RENTAL

Lessees shall pay to Lessor rental of Two Hundred Seventy Five and No/100 Dollars (\$275.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or Forty-One and 25/100 Dollars (\$41.25), for exceeding the ten (10) day grace period. The initial rental payment of Two Hundred Seventy Five and No/100 Dollars (\$275.00) due on \_\_\_\_\_, 2013 shall be paid prior to Lessees' occupation of the Leased Property.

3.1 Fuel Purchases: Lessees agree to provide Lessor with a credit card to be kept on file. Lessor will run this card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account.

#### 4. OPTION TO RENEW

Lessees shall have the option to renew this lease for an additional term of one (1) year upon expiration of the initial one (1) year term. Provided, however, that said option to renew shall be subject to the parties' agreement on a renegotiated rate of rental for the additional one (1) year term. Failure of the parties to mutually agree on a renegotiated rate of rental shall render the option to renew null and void.

#### 5. UTILITIES

5.1 Lessees shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service.

5.2 Lessees shall not install any equipment that will exceed or overload the capacity of any utility systems servicing the Leased Property. If Lessees desire to install equipment that will require additional or upgraded utility services, Lessees shall first obtain Lessor's written permission, and the additional or upgraded utility services shall be installed at Lessees' expense in accordance with plans and specifications approved in writing by Lessor.

#### 6. IMPROVEMENTS AND REMOVAL OF FIXTURES

6.1 Lessees shall not, without the prior written permission of Lessor, make any improvements or changes that would (i) affect a vital and substantial portion of the Leased Property; (ii) change the characteristic appearance of the Leased Property; (iii) require structural or functional modifications to the Leased Property; (iv) alter the fundamental purpose of and uses contemplated for the Leased Property; or (v) affect the very realty itself.

6.2 All trade fixtures and trade apparatus owned and installed by the Lessees on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessees and shall be removable at any time prior to the expiration of the initial lease term, or any extensions or renewals thereof.

6.3 Any improvements placed on or attached to the Leased Property by Lessees which are not removable without damage to the Leased Property shall be deemed fixtures and shall remain with the Leased Property and pass to Lessor upon termination of this lease.

#### 7. MAINTENANCE AND REPAIRS

7.1 Lessees have a duty to maintain the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted. Lessees assume the responsibility for general repair and regular maintenance of the Leased Property.

7.2 Lessees shall maintain the area around the exterior of the building in a clean condition and shall not use this exterior area for the storage of any materials or equipment, including but not necessarily limited to old vehicles, machine parts, or tools.

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining

the Leased Property in a good state of repair. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

#### 8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessees shall be responsible for any and all taxes related to Lessees' use of the Leased Property.

#### 9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessees shall adhere to all federal, state, and local laws, regulations, rules, procedures, and guidelines related to protection of the environment and shall not utilize the Leased Property in any manner that would expose Lessor to any form of environmental or toxic tort liability. Lessees shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessees shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessees by public or private entities.

#### 10. INDEMNITY AND HOLD HARMLESS

10.1 Lessees shall indemnify Lessor against and hold Lessor harmless from any and all liabilities, claims, damages, losses, actions, and expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by Lessor as a result of:

- (a) Lessees' failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or
- (c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- (a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;
- (b) Any personal injury (including wrongful death) or property damage (whether real or personal) arising out of or related to such hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property; or
- (c) Any lawsuit or administrative action brought or threatened by any governmental

authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

10.3 For purposes of section 10 of this lease, the term "Lessor" includes the Lessor and its employees, agents, shareholders, administrators, and board members. Upon written notice and request from Lessor, the Lessees shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessees have herein agreed to indemnify Lessor. Lessees shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessees have herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessees at common law, in equity, or under any other provisions of this lease.

## 11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessees shall maintain comprehensive general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

11.3 Lessees shall annually provide Lessor with satisfactory proof that the insurance policies required under this lease are in force. Lessor's failure to request such proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

## 12. LIMITED PURPOSE

Lessees shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessees shall use the Leased Property primarily as a Flight School.

## 13. ASSIGNMENT AND SUBLETTING

Lessees may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessees. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessees of their liability to Lessor for all obligations under this lease. Any sale of the business entity that is one of the Lessee's herein shall have the same effect as an assignment under this paragraph, and Lessor may consent to but shall not be obligated to accept any assignment of this lease to the new individual owner or owners. If Lessor chooses not to accept an assignment of this lease to the new owner or owners, then Lessor may terminate this lease immediately without any further obligation hereunder.

14. RIGHTS CUMULATIVE

All rights, powers, and privileges conferred upon the parties by this lease shall be cumulative but not restrictive to those given by law.

15. CONSTRUCTION OF THIS AGREEMENT

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia. The interest in the Leased Property created herein shall be deemed a usufruct and not an estate for years or a leasehold estate.

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessees:

Statesboro Aviation LLC and Clayton M. Jackson  
22793 Hwy. 46  
Pembroke, Georgia 31321

For the Lessor:

Bulloch County Board of Commissioners  
Attn: County Manager  
P.O. Box 347  
Statesboro, Georgia 30459

17. QUIET ENJOYMENT

Lessor hereby covenants to permit Lessees quiet enjoyment of the Leased Property during the term of this lease, and any renewals or extensions thereof, so long as Lessees shall fulfill their obligations under this lease.

18. SUCCESSORS AND ASSIGNS

This lease shall be binding upon and inure to the benefit of the Lessor and the Lessees and their respective successors and assigns.

19. TIME OF THE ESSENCE

In all instances where Lessees are required by the terms and provisions of this lease to pay any sum or do any act at a particular time or within any indicated period, it is understood and agreed that time is of the essence.

20. JOINT AND SEVERAL LIABILITY

The Lessees shall be jointly and severally liable for all their obligations under this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

Statesboro Aviation LLC and Clayton M. Jackson

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

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

BULLOCH COUNTY BOARD OF COMMISSIONERS

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

J. Garrett Nevil, Chairman

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

Christy A. Strickland, Clerk

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

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>  <i>Public Safety/Legal</i>	<b>MEETING DATE (Box 2)</b> <i>March 5, 2013</i>	<b>RESOLUTION ATTACHED? (Box 3)</b>	
		YES	
		NO	X

**REQUESTED MOTION OR ITEM TITLE (Box 4)**  
  
*Approval of Sales Contract for Purchase of Property to Expand Brooklet Fire/EMS Station*

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)**  
  
*The attached sales contract is for the purchase of property from Denmark Rentals to expand the Brooklet Fire/EMS Station. Approval is recommended.*

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

**APPROVED FOR AGENDA (Box 8)**

<b>DEPARTMENT DIRECTOR</b>		<b>PURCHASING OFFICER</b>		<b>OTHER</b>		<b>COUNTY CLERK</b>		<b>COUNTY STAFF ATTORNEY</b>		<b>COUNTY MANAGER</b>	
YES		YES		YES		YES		YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	<i>Opk</i>	INITIAL	
DATE		DATE		DATE		DATE		DATE	<i>2/27/13</i>	DATE	

**COMMISSION ACTION AND REFERRAL (Box 9)**

<b>APPROVED</b>		<b>DATE TO BE RETURNED TO AGENDA</b>
<b>DENIED</b>		
<b>DEFERRED</b>		<b>NOTES</b>
<b>OTHER</b>		

STATE OF GEORGIA

COUNTY OF BULLOCH

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, entered into by and between DENMARK RENTALS, a Georgia general partnership, hereinafter referred to as Seller, and BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as Purchaser.

IN CONSIDERATION of the mutual covenants herein contained, the Parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell and Purchaser agrees to buy the following described real property together with the improvements thereon:

A tract or parcel of land, lying and being in the 1523<sup>rd</sup> G. M. District of Bulloch County, Georgia, adjoining Purchaser's property located on Highway 80, sufficient in size for Purchaser to construct two (2) additional bays with appropriate ingress and egress adjoining the building located on Purchaser's property, the exact location and metes and bounds of said property to be determined by a survey, which shall be made at Seller's expense, and agreed upon by both Seller and Purchaser.

2. PURCHASE PRICE AND EARNEST MONEY. The full Purchase Price of the property is Ten Thousand and No/100 Dollars (\$10,000.00), to be paid at closing.

3. DEFAULT. If the Purchaser shall default under this contract, the Seller shall have the option of suing for specific performance or of terminating this contract; if the Seller shall elect to terminate this contract, the amount paid as consideration for this contract shall not be refunded, but shall be forfeited as liquidated damages. If the Seller shall default under this contract, the Seller will promptly refund the full amount of the deposit paid for this contract, and this contract shall then

terminate without any further claim by either party against the other. The failure of either party to comply with the terms of this contract will obligate that party to pay all expense, including a reasonable attorney's fee, incurred by the other party because of that failure.

4. **WARRANTY OF TITLE.** Seller warrants that Seller presently has title to said property, and at the time of closing, Seller agrees to convey good and marketable title to said property to Purchaser by general warranty deed subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions and encumbrances specified in this contract, specifically including those set forth in Items 5, 6 and 7 of the Special Stipulations.

5. **TITLE EXAMINATION.** The Purchaser shall have a reasonable time after acceptance of this contract to examine title to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time, after receipt of such objections to satisfy all valid objections and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this contract shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

6. **DESTRUCTION OF PREMISES.** Seller warrants that at the time of closing the premises will be in the same condition as it is on the date this agreement is signed by the Seller, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the time of closing, then at the election of the Purchaser: (a) this agreement may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance as is paid on the claim of loss.



This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by the Seller or the Broker of the amount of the insurance proceeds, if any, Seller will receive on the claim of loss. If Purchaser has not been so notified within forty-five (45) days subsequent to the occurrence of such damage or destruction, Purchaser may, at its option, cancel this agreement.

7. INSPECTION OF PROPERTY. Purchaser, his agents, or representatives, at Purchaser's expense and at reasonable times during normal business hours shall have the right to enter upon the property for the purposes of inspecting, examining, testing, and surveying the property. Purchaser assumes all responsibility for the acts of himself, his agents, or representatives in exercising his rights under this paragraph and agrees to hold Seller harmless for any damages resulting therefrom.

8. RESPONSIBILITY TO COOPERATE. Seller and Purchaser agree that such papers as may be necessary to carry out the terms of this agreement shall be produced, executed and/or delivered by such parties at time required to fulfill the terms and conditions of this agreement.

9. NO REAL ESTATE COMMISSION. Seller and Purchaser covenant and agree that no Real Estate Broker or Agent is due any commissions hereunder and that the sale has not been as a result of the efforts of a Licensed Real Estate Broker or Agent.

Time is of essence of this contract.

This contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

The interest of the Purchaser in this contract shall not be transferred or assigned without the prior written consent of the Seller.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this

agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

The following stipulations shall, if conflicting with printed matter, control:

#### SPECIAL STIPULATIONS

1. Real Estate Taxes on said property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
2. At the time of closing Seller shall provide a general Warranty Deed (subject to the provisions set forth in Items 5, 6 and 7 hereof). Purchaser shall pay Purchaser's share of the ad valorem taxes on the Property and all other closing costs including, but not limited to, recording fees and document preparation fees.
3. Sale shall be closed on or before April 30, 2013.
4. Possession shall be granted to Purchaser at closing.
5. The general Warranty Deed provided by Seller shall be subject to the following restrictions:
  - (a) In the event the Property ceases to be used by Purchaser for purposes of a fire station or an emergency medical service facility, the Property shall revert back to the Seller or its heirs or assigns.
  - (b) Purchaser shall construct no more than two (2) bays on the Property, and no further improvements shall be constructed without the consent of Seller.
  - (c) Seller shall be permitted to erect a chain link fence around the Seller's remaining property and secure the area with gate(s) if desired.
6. At the time of closing, Purchaser shall convey to Seller a portion of the property currently owned by Purchaser located on the southern portion of Purchaser's property, beginning at the existing pavement and extending to the southern boundary of Purchaser's property. The exact location and metes and bounds of the property to be conveyed to Seller shall be determined by a survey, which shall be made at Seller's expense, and agreed upon by both Seller and Purchaser.
7. At the time of closing, Purchaser agrees to place the following restrictions and/or easements upon the land currently owned by Purchaser:
  - (a) Purchaser shall construct no more than one (1) additional bay, or an office and/or living area equivalent in size to one (1) additional bay, on the property currently owned by Purchaser, and no further improvements shall be constructed without the consent of Seller.

(b) Purchaser shall grant to Seller an easement over the property currently owned by Purchaser sufficient in width and in compliance with the ordinances of the Town of Brooklet and/or Bulloch County, for ingress and egress and the operation of a commercial business on Seller's remaining property.

IN WITNESS WHEREOF, Seller and Purchasers have executed this Agreement under seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

SELLER:  
DENMARK RENTALS

By: \_\_\_\_\_ (Seal)  
Lynn Denmark Miller, Partner

By: \_\_\_\_\_ (Seal)  
Gary W. Denmark, Partner

By: \_\_\_\_\_ (Seal)  
Sue Denmark Strickland, Partner

By: \_\_\_\_\_ (Seal)  
Victoria D. Marks, Partner

PURCHASER:  
BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA

By: \_\_\_\_\_ (Seal)

Attest: \_\_\_\_\_ (Seal)