



## Bulloch County Board of Commissioners Regular Meeting

**August 20, 2013**  
**Estimated Time: 40 Minutes**  
**North Main Annex Community Room**  
**Statesboro, Georgia**  
**8:30 AM**

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, Developmental Services Director; Kirk Tatum, County Engineer; Dink Butler, Transportation Director; Ted Wynn, Public Safety Director; Jared Akins, Chief Deputy; Jeff Herrington, Airport Manager; James Deal, Tax Commissioner; John Scott, Tax Assessor; and Mike Rollins, SBPRD Director</b>

### General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Simmons	8:32 AM	
Roll Call	Clerk of the Board	8:33 AM	
Approval of General Agenda	Chairman Nevil	8:35 AM	
Public Comments	Audience	8:37 AM	
Consent Agenda	Chairman Nevil	8:47 AM	
To Approve the Minutes from the Regular Meeting and Executive Session held August 6, 2013	Clerk of the Board		Tab A
To Approve a Lease Agreement with Pineland Mental Health	Legal		Tab B
To Approve the Airport Manager to proceed with and fund Rehabilitate the Taxiway Lighting System at the Statesboro-Bulloch County Airport	Airport Manager		Tab C
To Approve a Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith to operate a Flight School.	Airport		Tab D
To Submit three (3) applications for appointments to Seat 4-A to the Hospital Authority of Bulloch County	Clerk of the Board		Tab E
To Reappoint Paul Roesel to the Middle Coastal Unified Development Board	Clerk of the Board		Tab F
To Authorize the Chairman to execute a letter issuing a temporary food service permit for the Willow Hill Heritage Festival	Clerk of the Board		Tab G
To Adopt a Resolution authorizing acceptance of the roads in Phase I of Johnson Run Subdivision	Roads & Bridges/Engineering/Legal		Tab H

To Adopt a Resolution authorizing acceptance of the roads in Brook Run Subdivision	Roads & Bridges/Engineering/Legal		Tab I
To Adopt a Resolution authorizing acceptance of the roads in Luke Estates Subdivision	Roads & Bridges/Engineering/Legal		Tab J
To Approve a Tank and Containment Lease Agreement	Recreation/Legal		Tab K
New Business	Chairman Nevil		
To Approve the 2013 Tax Digest	Tax Commissioner/Tax Assessor/Finance	8:50 AM	Tab L
Commission and Staff Comments	Chairman Nevil, et al.	9:00 AM	
Adjourn	Chairman	9:10 AM	
<b>Additional Information</b>			
Background information in Board packets			

August 6, 2013  
Statesboro, GA

### Regular Meeting

The Board of Commissioners met at 5:30 p.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Commissioner Ethridge 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 Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner 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, Public Safety Director Ted Wynn, Chief Deputy Jared Akins, Transportation Director Dink Butler, County Engineer Kirk Tatum and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil opened the meeting for Public Hearings regarding Zoning and Land Use matters. Commissioner Rushing stated he had a Conditional Use Request on the agenda and would like to recuse himself from any Discussion/Action on the matter (See Exhibit # 2013-085). Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman presented Item #1, which was an application submitted by Jacky S. Heath for a Conditional Use for a Cottage Industry in an Agricultural 5 Acres (AG-5) zoning district to operate an automotive repair shop. He stated the property consists of five (5) acres and is located on Live Oak Lane Map Par # 140 000022 000. The Planning and Zoning Commission recommended denial of the request. Mr. Heath was present and stated he will meet the building codes required to have an automotive repair shop. He stated there is one mobile home on the property and there will be approximately a 1200 square foot building to work on the vehicles. Mr. Heath stated he is a truck driver and is on the road most of the time but the shop is intended to be for neighbors to be able to bring their vehicles for repairs. Commissioner Ethridge asked if the vehicles would be removed within seventy-two (72 hours). Mr. Heath stated they should be repaired and returned within 72 hours. Commissioner Rushing stated that if the intent of Mr. Heath is to only

work on neighbor's vehicles the intent is not really a commercial use. Commissioner Thompson asked where the building would be located. Mr. Heath stated it would be on the side but behind the mobile home. Commissioner Thompson stated he thinks the building would enhance the property because Mr. Heath would be able to place the equipment and items that are currently on the property in the building. Commissioner Thompson offered a motion to approve the Conditional Use for the Cottage Industry to operate an automotive repair shop. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Zoning Administrator Randy Newman presented Item # 2 which was an application submitted by Niki Scott Fields to rezone from Residential 40,000 square feet (R-40) to Highway Commercial (HC) zoning district. He stated the property consists of two (2) parcels totaling 3.85 acres and is located on Pulaski Highway Map Par # MS39 000008 000 & MS39 000009 000. The Planning and Zoning Commission recommended approval of the request. Mr. Shane Scott was acting as agent and stated the property would only be used for storage of equipment between jobs but it did not fall under a home occupation or cottage industry so he is requesting to rezone the property. Hearing no further discussion, Commissioner Gibson offered a motion to approve the request to rezone from Residential 40,000 square feet (R-40) to Highway Commercial (HC). Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Zoning Administrator Randy Newman presented Item # 3 which was an application submitted by W. Robert Rushing and Infigen Energy US Development, LLC for a Conditional Use to install a Solar Power Generation Facility. Prior to the presentation of this item, Commissioner Rushing stepped down from the dais and seated himself in the audience. Mr. Newman stated the property consists of three (3) parcels totaling 150.2 acres and is located on J M Strickland Road Map Par # 051 000017 002, 051 000017 003, and 051 000017 004. The Planning and Zoning Commission

recommended approval of the request. Mr. John Dotson with Maxwell, Reddick and Associates stated it was a unanimous decision to recommend approval at the Planning and Zoning meeting on July 11, 2013. He introduced the two (2) representatives from Infigen Energy, Mr. Bill Branca and Mr. John Wieland. Mr. Branca and Mr. Wieland gave a Power Point Presentation (See Exhibit # 2013-086) on what a Solar Power Generation Facility is, why they are proposing this site, and the benefits to having one in Bulloch County. Commissioner Ethridge stated it was a good project with great capital expenditures. Commissioner Thompson stated Dr. Sydney Smith has a Solar Power Generation Facility on his property and there is not a glare or any noise generated from the facility. Hearing no further discussion, Commissioner Thompson offered a motion to approve the Conditional Use Request to install a Solar Power Generation Facility. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion. Commissioner Rushing abstained from voting on this motion.

Zoning Administrator Randy Newman presented Item # 4 which was an application submitted by Premier Investments of Bulloch, LLC for a Conditional Use to allow for a facility to host private and public functions. He stated the property consists of 4.07 acres and is located on Highway 67 Map Par # MS88 000014 002. The Planning and Zoning Commission recommended approval of the request. Ms. Victoria Bradley-Gibson was acting as agent and stated she had several people interested in renting the building for private functions who wanted to serve alcohol. Hearing no further discussion, Commissioner Simmons offered a motion to approve the Conditional Use Request with a Condition (See Exhibit # 2013-087) to host private and public functions. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Sign-in sheets for Zoning Matters are shown in Exhibit #2013-088.

Chairman Nevil closed the Public Hearing regarding Zoning and Land Use matters, and asked for amendments or modifications to the General Agenda. County Manager Tom Couch asked to modify the General Agenda and add under Consent

Agenda Item # 4 to approve an agreement with the Georgia Department of Corrections for Detainee Work Detail. Hearing no further modifications Commissioner Gibson offered a motion to approve the General Agenda with modifications requested by the County Manager. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Next, Chairman Nevil stated there was a presentation concerning the New Administrative Annex and called on Mr. Terry Reeves to initiate discussion on the matter. Mr. Reeves stated he is present representing The Historical Society due to the fact that some members could not be present and they had concerns with the New Administrative Annex and would like to see a few changes to the existing plan concerning the exterior. He stated they would prefer a pitched roof instead of a flat roof, and would also suggest adding arches on the building. Mr. Reeves stated they would like for it to be similar to the existing buildings downtown. Attorney Gerald Edenfield, Judge Woodrum, Attorney Susan Cox, Attorney Michael Classens, Attorney Charles Aaron, and Attorney Lorenzo Merritt were present speaking on behalf of the attorneys and judges about needing a bigger courtroom. Ms. Hilda Rushing with the Garden Club stated they would appreciate any consideration of changes to the exterior of the New Administrative Annex. Chairman Nevil thanked them all for coming and explained that the current plans are for Building A which will hold the Tax Commissioner's office, Tax Assessor's office, and Board of Elections and Registration office. He stated that in the future depending on funds they would like to construct Building B which will be for courtrooms.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. Mr. Robert Lee asked to address the Board to discuss the condition of Shuman Road. Mr. Lee stated he lives on Shuman Road and there are parts of the road where you get stuck and can't get through. He would like the County to consider paving the road. Mr. William Stewart stated he has lived on Shuman Road for over thirteen (13) years and the road has always been this way. Mr. Charles West stated he would just like to agree with what Mr. Lee and Mr. Stewart stated and would like to see the road paved.

Chairman Nevil thanked everyone for coming and expressing their thoughts and concerns and stated the first step would be to get a petition and submit it to the County Engineer Kirk Tatum. He asked if there were any more comments from the audience at large or in writing. County Manager Tom Couch and Clerk of the Board Christy Strickland both stated that there were no formal requests or petitions received in writing. Hearing nothing further, Chairman Nevil moved on to the next item.

Chairman Nevil stated the next item was to approve the Consent Agenda as follows: (1) To approve the minutes of the Regular Meeting held on July 16, 2013 and the Special Called Meeting held on July 30, 2013; (2) To approve a Mutual Aid Agreement between Bulloch County Sheriff's Department and Ogeechee Technical College (See Exhibit #2013-089); (3) To approve a Renewal Contract with Awards South for trophies/awards (See Exhibit # 2013-090); (4) To approve an Agreement with the Georgia Department of Corrections for a Work Detail Agreement (See Exhibit # 2013-091). Commissioner Mosley 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 Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion/Action to approve a contract for the resurfacing of Kennedy Bridge Road. He called on County Manager Tom Couch to initiate discussion. Mr. Couch stated the bid is placing a cape seal overlay on Kennedy Bridge Road from the city limits of Register to the Evans County line. He called on County Engineer Kirk Tatum to further discuss the project. Mr. Tatum stated there were three options available: (1) To accept the bid to cape seal the entire project; (2) To cape seal from the Evans County line to I-16 and do the remainder from I-16 to Register in hot mix overlay; or (3) Reject all the bids. County Manager Tom Couch stated if the Board chose to do half and half they would need to approve the bid in its entirety and then go back and approve a change order with the reductions in square yardage. County Attorney Jeff Akins stated he recommends if the Board would like to vote on that they would need to approve the award of the contract and also approve the change order. Mr. Couch asked what the reduction in price would be

if the Board voted to do half and half. County Engineer Kirk Tatum stated the original bid was for \$352,400.00 and the new price would be \$253,987.00. Commissioner Thompson stated he and Commissioner Ethridge rode out there and the road is in terrible condition. Commissioner Thompson further stated that his research indicates that cape seal is not recommended for roads that are in that type of condition. After further discussion, Commissioner Gibson offered a motion to reject all the bids that were submitted (See Exhibit # 2013-092). Commissioner Rushing seconded and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil asked each Commissioner for any general comments or statements. Commissioner Ethridge, Commissioner Simmons, Commissioner Rushing, and Commissioner Gibson thanked Mr. Tatum for all his hard work on the project and expressed their concern that it is done correctly. Commissioner Thompson also thanked Mr. Tatum for his work. He stated that on another subject he had received a call from a homeowner in Parkway Place Subdivision who is concerned with a rental home where the grass is being neglected. County Attorney Jeff Akins stated they would need to contact Environmental Code Officer Bobby Ivey and he should be able to assist them in getting the problem solved.

Next, Chairman Nevil asked for comments from the Staff. Hearing no further comments from the Board or Staff, 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. Chairman Nevil stated that at the conclusion of the Executive Session, which was expected to last about five 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(b)(2) and other applicable laws, pursuant to the advice of the County Attorney, Jeff Akins, for the purpose of discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee. Without further discussion, Commissioner Ethridge offered a motion to enter into Executive Session for the purpose

of discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee in accordance with the provisions of O.C.G.A. § 50-14-3(b)(2). (See Exhibit #2013-093). Commissioner Thompson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge voting in favor of the motion.

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Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simmons offered a motion to adjourn the meeting. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Ethridge, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, and Commissioner Gibson voting in favor of the motion.

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J. Garrett Nevil, Chairman

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Attest: Christy Strickland, Clerk of the Board

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE:</b> August 20, 2013		
Legal	<b>RESOLUTION ATTACHED?</b>	YES	
		NO	X

**REQUESTED MOTION OR ITEM TITLE:**

Approval of a Lease Agreement with Pineland Mental Health

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

Pineland Mental Health currently leases the old Health Department Building at 11 North College Street. The current lease expired on June 30, 2013. Pineland has requested that the lease be renewed for a term of one year, commencing on July 1, 2013 and expiring on June 30, 2014. Approval is recommended.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES		AMENDMENT REQUIRED?	YES	
			NO	X		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	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL	<i>Q</i>	INITIAL	<i>u</i>
DATE		DATE		DATE		DATE 08.13.2013		DATE	8/15/13	DATE	8/15/13

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

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

## LEASE AGREEMENT

**THIS AGREEMENT** made and entered into as of the 1st day of July 2013, by and between, **BULLOCH COUNTY BOARD OF COMMISSIONERS**, of Bulloch County, Georgia, hereinafter referred to as "Landlord," and **PINELAND BEHAVIORAL HEALTH DEVELOPMENTAL DISABILITIES** hereinafter referred to as "Tenant."

### W I T N E S S E T H:

1. Lease of Property. The Landlord hereby leases to the Tenant the real property located at: **11 North College, Statesboro, GA.**, hereinafter referred to as "premises" and which may be more particularly described: Single story masonry building, containing approximately 6400 square feet of heated area.
2. Term. The Term of this Lease (hereinafter referred to as the "Term") shall be for a period of **twelve (12)** months, and shall commence on **July 1, 2013** and end on **June 30, 2014**. Tenant shall have an option to extend this Lease for up to five (5) terms of twelve months each, ending on June 30 of each year. Such option may be exercised at any time during the then current Lease term. This Lease may be terminated by Tenant upon sixty (60) days advance notice to Landlord.
3. Rent.
  - (a) The base monthly rental, payable in advance on the fifth day of each month for the term of this Lease shall be **Two thousand and 00/100 (\$ 2,000.00) dollars.**
  - (b) Tenant shall, during the Term, as additional rent (hereinafter referred to as the "additional rent") pay and discharge, except as hereinafter provided, within ten (10) days after the same shall become due and payable, all charges for public or private utilities, including but not limited to, water, gas, electricity, light and power, telephone, trash removal or sewage and any other service or services furnished to the premises or the occupants thereof during the Term of this Lease that is requested and used by Tenant. Tenant shall make all deposits required by any utility company and shall receive such service in the name of the Tenant. Landlord shall pay and discharge all county and city real property taxes assessed against the Premises during the term hereof.
  - (c) Payments will be made payable to:  
**Bulloch County Board of Commissioners**  
**115 North Main Street**  
**Statesboro, GA 30458**
4. Taxes. Landlord shall pay on or before the due date all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on the real estate. Tenant, shall pay on or before the due date all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on or arise in connection with the use of the Premises or any part thereof, including any personal property tax on the property of Tenant placed in the Premises by Tenant.

5. Use of Premises. The parties hereto understand and agree that the Premises may be used by the Tenant for any lawful purpose, including but not limited to, a facility for mental health/developmental disabilities/addictive diseases services and any and all related and incidental purposes; provided, however, that the Premises shall not be used for any illegal purposes; nor in the violation of any valid regulation of any governmental body. The Landlord agrees for Tenant to place playground equipment, basketball goals, etc. on the property if the Pineland program has the need.

6. Liability. Tenant hereby agrees to assume liability for and to defend, hold harmless and indemnify the Landlord from any judgment, claim or demand arising as a result of the use of the Premises by the Tenant, its consumers or invitees or anyone under the Tenant's control or acting as Tenant's agent or servant or which is occasioned wholly or in part by any willful or negligent act or omission of Tenant, its officers, agents, contractors, employees, consumers, or invitees, and not by the willful or negligent acts of Landlord or its agents.

7. Insurance. Throughout the Term of this Lease insurance shall be maintained as follows:

(a) Tenant shall keep all furniture and equipment, and other contents and its entire property interest in the Premises, including leasehold improvements, insured against loss or damage by fire or other casualty.

(b) Landlord, at its own cost and expense, shall keep the building and all other improvements, including all fixtures used in connection with the operation of the premises insured against loss or damage by fire with extended coverage.

(c) Landlord shall furnish Tenant with Certificates or other acceptable evidence that such fire and liability insurance is in effect.

8. Destruction of Premises. If Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall terminate as of the date and such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If Premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use for Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition before damage as speedily as practicable, whereupon full rental shall recommence.

9. Repairs and Maintenance. Any and all buildings and improvements which are now or may be erected on the premises at any time during the said term shall be kept in good and substantial order and repaired by Landlord, at Landlord's sole cost and expense. Provided, however, that Tenant shall be responsible for cost of repairs for damage due to the negligent acts, or intentional acts, or omissions of Tenant or Tenant's invitees, subcontractors, agents or employees, and shall promptly notify Landlord of such damage. Tenant shall request any repairs in a written notice to Landlord. The Landlord and its agents and other representatives shall have the right to enter into and upon the premises or any part thereof at reasonable hours with at least 24 hours advance notice to Tenant for the purposes of making repairs or alterations therein as necessary for the safety and preservation thereof.

The Tenant shall be responsible for all janitorial services which may be required by utilization of the premises, including but not limited to replacement of light bulbs and filters.

10. Improvement, Additions and Fixtures. Tenant shall not make any structural changes in the Premises without obtaining the prior written approval of Landlord. All machines, fixtures and furniture installed by Tenant in the Premises shall remain the sole property of the Tenant. Upon the expiration of the Term of this Lease, Tenant shall have the right to remove such property provided Tenant is not then in material default hereunder, and provided that Tenant shall repair any damage to the Premises or the building caused by such removal, normal wear and tear excepted.
11. Surrender of Possession. At the termination of this Lease, or any renewal thereof, Tenant shall surrender Premises and keys thereof to the Landlord in the same condition as at commencement of the Lease, normal wear and tear excepted.
12. Assignment and Subletting. The Tenant may not, without the prior written consent of Landlord which may not be unreasonably withheld, assign this Lease or any interest there under.
13. Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all the agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceful and quiet enjoyment in possession of the demised Premises without any manner of hindrance from the Landlord or any other person or persons whatsoever other than to make repairs with at least 24 hours advance notice to Tenant.
14. Default by Tenant. In the event Tenant shall default in the payment of any rentals due hereunder, or if Tenant shall fail to observe or perform any of the covenants, agreements or conditions of this lease on part of Tenant to be kept in the form, or if Tenant shall file a petition or answer seeking any reorganization, arrangements, composition, readjustment or liquidation, then in any such event, Tenant shall be deemed to be in default under this Lease. Landlord shall then have the right to terminate this Lease as of the expiration of ten (10) days with respect to nonpayment of rent or thirty (30) days for any other default, unless during such ten (10) or thirty (30) day period, respectively, Tenant shall cure such default. In the event Landlord shall elect to terminate this Lease as aforesaid then this Lease shall become null and void as of the date of termination, and Tenant shall have no further rights in respect to the Premises thereafter, and the Lease Agreement shall there and upon become null and void.
15. Notices. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notices of consent by registered or certified mail addressed to the parties at their addresses following their signatures.
16. Entire Agreement. This agreement constitutes the entire understanding between the parties regarding the Lease and there are no representations or warranties other than those expressly set forth herein.
17. Usufruct. This Lease creates only the relationship of Landlord and Tenant between Landlord and Tenant, and no estate and land shall pass out of Landlord. Tenant shall have only a usufruct, not subject to levy and sale and not assignable in whole or in part by Tenant except as specifically provided in this Lease Agreement.
18. Amendment or Modification. This agreement may be amended or modified only by instrument in writing signed by all parties hereto.

19. Binding Effect. This Lease and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

20. Tenant At Will. If Tenant remains in possession of Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at Will at rental rate in effect at end of lease; and there shall be no renewal of this Lease by operation of the law.

21. In the event that any provision of this lease shall be deemed to be illegal by ruling of a court of Law then in that event that provision shall be deemed severable from the lease and the remainder of the lease shall be in full force and effect as if the severed provision were never a part of its terms.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

**SIGNED, SEALED AND DELIVERED**

**LANDLORD:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

**SIGNED, SEALED AND DELIVERED**

**TENANT:**

*Shelley Hardy*  
\_\_\_\_\_  
Witness

*June A. DiPolito*  
\_\_\_\_\_  
June A. DiPolito, Executive Director  
Pineland BHDD CSB

*Patricia P. Donaldson*  
\_\_\_\_\_  
Notary Public

*Aug 7, 2013*  
\_\_\_\_\_  
Date



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

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>  <b>Statesboro / Bulloch County Airport</b>	<b>MEETING DATE</b> 8/20/13		
	<b>RESOLUTION ATTACHED? (Box 3)</b>		<b>YES</b>
			<b>NO</b> <input checked="" type="checkbox"/>

**REQUESTED MOTION OR ITEM TITLE (Box 4)** To authorize Chairman Garrett Nevil and the Bulloch County Board of Commissioners to approve our intent to proceed with and fund Rehabilitate Taxiway Lighting at the Statesboro / Bulloch County Airport.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED.** Our taxiway lighting is over 20 years old and failing to operate properly, which is vital to our airport operations. Letter of intent attached.

<b>AGENDA CATEGORY (CHECK ONE) (Box 5)</b>		<b>FINANCIAL IMPACT STATEMENT (Box 7)</b>			
<b>PRESENTATION (6a)</b>		<b>BUDGETED ITEM? (7a)</b>	<b>YES</b>	<b>AMENDMENT REQUIRED? (7b)</b>	<b>YES</b>
			<b>NO</b> <input checked="" type="checkbox"/>		<b>NO</b> <input checked="" type="checkbox"/>
<b>PUBLIC HEARING (6b)</b>		<b>ATTACH DETAILED ANALYSIS, IF NEEDED (7c)</b> Contract Attached			
<b>CONSENT (6c)</b>	<input checked="" type="checkbox"/>				
<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>	
<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>		<b>YES</b>		<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>
<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>		<b>NO</b>	
<b>INITIAL</b>	<i>JH</i>	<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	<i>CAS</i>	<b>INITIAL</b>	<i>J/A</i>	<b>INITIAL</b>	<i>CC</i>
<b>DATE</b>	8/12/13	<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	8.15.13	<b>DATE</b>	8/15/13	<b>DATE</b>	8/15/13

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

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



## 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

August 12, 2013

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

Attn: Peter Cevallos, Aviation Program Manager

Dear Commissioner Golden

By copy of this letter, we:

1. Confirm our intent to proceed with and fund Rehabilitate Taxiway Lighting at the Statesboro – Bulloch County Airport.
2. 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.
3. Propose the following schedule to meet a contract date of October 15, 2013 *[if a revised schedule is necessary, please provide alternate here]:*

<b>BID OPENING DATE</b>	<b>CONTRACT DATE</b>	<b>SPONSOR EXECUTION DATE</b>
	<i>October 15, 2013</i>	

Sincerely,

Garrett Nevil, Chairman  
Bulloch County Board of Commissioners

cc: Claude R. Jackson

601 Airport Boulevard \* Statesboro, Georgia 30461 \* (912) 764-9083 \* Fax (912) 486-4402

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

August 1, 2013

The Honorable Garrett Nevil, Chairman  
Bulloch County Board of Commissioners  
ATTN: Tom Couch, County Manager  
P. O. Box 347 115 N. Main Street  
Statesboro, GA 30459

Dear Chairman Nevil:

The Department is pleased to announce a tentative allocation of federal funding assistance in the amount of \$304,568 for the following project at the Statesboro – Bulloch County Airport:

#### Rehabilitate Taxiway Lighting

Please confirm, by letter, no later than **September 1, 2013**, your intent to proceed with and fund this project in the state's Fiscal Year 2014, which ends June 30, 2014. State and/or federal funding for this project if unconfirmed by this date may be reassigned.

As you are aware, the federal funding participation percentage changed from 95% to 90% in Federal Fiscal year 2012. If your project contains federal funds from fiscal years prior to FY12, the federal participation percentage is 95%. For all FY12 and FY13 federal funds, the funding participation is 90%.

State funding assistance to match the federal share of this project is also available and must be formally requested by letter to the Department's Commissioner. See attached sample letter. **This project will require matching funds from the Bulloch County Board of Commissioners estimated in the amount of \$16,920.** This is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project.

Based on your application, the Department expects this project to be ready for contract in October, 2013. Please provide a schedule to meet this contract date or submit a revised contract date and schedule for consideration. Claude R. Jackson has been assigned from our Aviation Programs office as project manager to assist in this tentative allocation award including but not limited to, project coordination, federal and state guidance, and performance schedule establishment.

As acknowledgement to this tentative allocation award, please provide one letter (see attachment) with the following:

1. Confirmation of intent to proceed with and fund this project in the state's Fiscal Year 2014
2. Formal request for state funding assistance to match the federal share of this project
3. A schedule to meet this contract date or submit a revised contract date and schedule for consideration

Please contact Claude R. Jackson at (404) 673-9119 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Carol L. Comer, Director  
Division of Intermodal

CLC: CRJ

cc: Don Grantham, State Transportation Board  
Jeff Herrington, Airport Manager

Attachment

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

DEPARTMENT MAKING REQUEST (Box 1)  
Statesboro Bulloch County Airport

MEETING DATE ~~8/12/13~~ 8/20/13 *JH*

RESOLUTION ATTACHED? (Box 3)	YES	
	NO	

REQUESTED MOTION OR ITEM TITLE (Box 4) To authorize the County Manager to approve an Office Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith to operate a Flight School 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 agreement attached.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)			
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES NO	AMENDMENT REQUIRED? (7b)	YES NO
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)			
CONSENT (6c)	x	Copy of Lease 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	<i>JH</i>	INITIAL		INITIAL		INITIAL	<i>ATS</i>	INITIAL	<i>gls</i>	INITIAL	<i>W</i>
DATE	8/12/13	DATE		DATE		DATE		DATE	8/15/13	DATE	8/15/13

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

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA  
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 20th day of August, 2013 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and MIDCOAST AVIATION SERVICES, LLC and BOBBY SMITH (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, an office area approximately ten (10) feet by ten (10) feet in size in the FBO building at the Statesboro-Bulloch County Airport, the exact location to be determined in consultation with the Airport Manager (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.

2. LEASE TERM

The initial term of this lease shall be for a period of One (1) year, commencing on August 20, 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 One Hundred and No/100 Dollars (\$100.00) 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 Fifteen and No/100 Dollars (\$15.00), for exceeding the ten (10) day grace period. The initial rental payment of One Hundred and No/100 Dollars (\$100.00) due on \_\_\_\_\_, 2013 shall be paid prior to Lessees' occupation of the Leased Property.

3.1 Credit Card for Fuel Purchases and Rental: Lessees agree to provide Lessor with a credit card to be kept on file. Lessor will run this credit card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account. Lessor will also run this credit card on the last business day of each month to pay for monthly rental.

#### 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 Lessor shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas. Lessees will be responsible for installing and paying for monthly telephone and fax services.

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. HOURS OF OPERATION AND IMPROVEMENTS

6.1 Lessees agree to use leased office space only during the normal hours of operation for the FBO. Monday thru Friday 8am until 7pm, Saturday and Sunday 9am until 5pm. The FBO will be closed on Christmas Day. Lessees will not be given a key to any of the exterior doors for the FBO.

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 Lessor retains the right to enter upon the Leased Property 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 commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. 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 intended use of the Leased Property is to operate an aviation flight school. 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 an aviation 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 Lessees 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:

MidCoast Aviation Services, LLC and Bobby Smith  
31093 Highway 23 North  
Collins, Georgia 30421

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.

MidCoast Aviation Services, LLC and Bobby Smith

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:</b>		<b>MEETING DATE:</b> 05.21.2013					
Clerk of the Board		<b>RESOLUTION ATTACHED?</b>	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td align="center"><b>x</b></td> </tr> </table>	YES		NO	<b>x</b>
YES							
NO	<b>x</b>						

**REQUESTED MOTION OR ITEM TITLE:**  
 To submit three (3) applications for appointment to Seat 4-A: Stephen T. Rushing, Elliott Marsh, Dr. Lisa Rogers and Mr. Ryan McNeal to the Hospital Authority of Bulloch County for consideration for terms that are expiring on September 30, 2013.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**  
 According to the Bylaws of the Hospital Authority the Board of Commissioners will need to submit three (3) names for each appointment to the Hospital Authority by May 30, 2013. The terms are for four (4) years. You have already submitted three names for Seat 4-A but none were willing/able to serve on the Board. The Hospital Authority has requested there additional names be submitted (See attached letter). Applications are attached.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	<b>x</b>	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL	Jh	INITIAL	w
DATE		DATE		DATE		DATE 08.09.2013		DATE	8/15/13	DATE	8/15/13

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

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

# Hospital Authority of Bulloch County

P.O. Box 2785 • Statesboro, Georgia 30459 • 912/489-5269 • FAX: 912/489-5755

August 1, 2013

Mr. Garrett Nevil, Chairman  
Bulloch County Board of Commissioners  
P.O. Box 347  
Statesboro, Georgia 30459

Dear Chairman Garrett:

On May 23, 2013 the Bulloch County Board of Commissioners submitted the following names for consideration of Seat 4-A: Mr. Steve Rushing, Mr. Frank Fortune, and Mr. Sean Davis. The names were carefully reviewed at the May 30, 2013 meeting of the Authority.

The Authority felt that the individuals selected were excellent candidates, but they were either not willing to serve or had a prior conflict of interest. The Authority asks that the Board of Commissioners submit three (3) different names for Seat 4-A by August 30<sup>th</sup>, 2013. The Authority requests that Dr. Lisa Rogers, whose name was submitted for Seat 1-B, and Mr. Elliot Marsh please be included in the nominations.

Sincerely,



Kristi Burdett, Executive Administrative Assistant  
Hospital Authority of Bulloch County

cc: Christy Strickland, Clerk



# 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, 115 North Main Street  
Statesboro, GA 30459  
[cstrickland@bullochcounty.net](mailto:cstrickland@bullochcounty.net)

Your application will be given every consideration as vacancies occur.

**Check the boards/commissions/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 type="checkbox"/> Other:                         |
| <input checked="" type="checkbox"/> Hospital Authority     |   |

Mr.  Ms.  Name Elliott Marsh Date 8/1/2013

Address PO Box 1403 Statesboro, GA 30459

Phone: Day 912-682-9712 Night 912-682-9712 Email elliottmarsh@gmail.com

Bulloch County Resident? Yes If so, since when? 1977

County / State of Former Residence N/A

Educational Background BSA in Agricultural Economics and Masters of Agricultural Leadership From The University of Georgia

Occupation Regional Sales Manager Employer Ag Technologies, LLC.

**Occupational Background**

I am responsible for managing the field sales process for East Georgia to maintain and increase market share of precision agricultural products and services. I develop an annual marketing plan and budget for the region, as well as manage account receivables. I also have a strong familiarity with financial instruments used by many to manage their operations. I lead a team of employees to ensure customers maintain the level of satisfaction that they have become to expect from Ag Technologies.

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

Kiwanis Club of Statesboro, Chamber of Commerce Agribusiness Committee, UGA College of Agriculture Alumni Board Member, Bulloch County Farm Bureau Board Member

**Reason for Applying for this Board / Commission / Committee**

I would like to be able to give back to my community through this valuable committee. The Hospital Authority was developed to aid Bulloch County and contribute to its citizens for many years. Its generosity and planning have helped in many ways that most never realize. As a native of Bulloch County I would welcome the opportunity to continue the legacy of community involvement and support shared by so many in our community.

Thank you for your consideration.

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 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:

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P.O. Box 347, 115 North Main Street  
Statesboro, GA 30459  
[cstrickland@bullochcounty.net](mailto:cstrickland@bullochcounty.net)

Your application will be given every consideration as vacancies occur.

**Check the boards/commissions/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 type="checkbox"/> Other:
<input checked="" type="checkbox"/> Hospital Authority	

Mr.  Ms.  <sup>DR</sup> Name Lisa Rogers Date 4-21-09  
 Address 807 Shelter Pointe Rd Statesboro, GA 30458  
 Phone: Day 871-2009 Night 489-3106 Email SGRMD@frontier.net.net  
 Bulloch County Resident? yes If so, since when? 1998  
 County / State of Former Residence Chatham / GA  
 Educational Background Univ. of MO - BS St Louis University School of Medicine MD  
 Occupation MD Employer MMC - Residency - OB/GYN  
 Occupational Background

*All attached*

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

Reason for Applying for this Board / Commission / Committee

*nominated*

Can attend day meetings? \_\_\_\_\_ Can attend night meetings?

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.

## CURRICULUM VITAE

LISA STIFFLER ROGERS, M.D.

305 Royal Crest Court  
Statesboro, Georgia 30458Home (912) 489-3106  
Work (912) 871-2000

Specialty: Obstetrics and Gynecology

Board Certification: Specialty Board Exam taken in November 2000 - passed

Residency: Resident  
Obstetrics and Gynecology  
Memorial Medical Center, Inc.  
Savannah, GA 31404  
July 1, 1994 - 1998(PGY-4)

Education: Memorial Medical Center  
Savannah, GA 31404  
OB/GYN 1994-1998

St. Louis University School of Medicine  
St. Louis, Missouri  
M.D. May 1994

University of Missouri  
Columbus, Missouri  
Bachelor of Science 1990

Employment: Statesboro OB/GYN Specialist, P.C., 1998 - 2000  
Statesboro OB/GYN Specialist, P.C. partner, 2000 - present

Licensure: National Board of Medical Examiners - 2000 - Fellow ACOG

Position: Chairman of the Department of OB/GYN - EGRMC - 2001 - 2003

Professional Affiliations: Phi Chi Fraternity, 1990 - 1998  
American Medical Association, 1994 - present  
American Medical Student Association, 1990 - 1994  
American College of Obstetrics & Gynecology - Jr. Fellow, 1994 - present  
Georgia Medical Society, 1994 - present  
Christian Medical and Dental Association, 1997  
Memorial Medical Center C-Section Committee, 1997  
First woman surgeon to the Statesboro, Georgia area, 1998  
American Medical Laparoscopic Association, 1998 - 2000  
Statesboro Chapter of the National Organization of Business and Professional Women, 1999 - present  
President Elect, 1999 - 2000  
National Republican  
Physician Advisory Board, 2001 - present  
Chairman OB/GYN Department EGRMC, 2001 - 2005, 2007 - 2009  
Class of Leadership Bulloch, 2004  
Physician Advisory Board Physician of the Year, 2004  
President-Elect to Medical Executive Board, 2004 - 2005  
Chairman of the Board for EGRMC, 2005 - 2006  
Memorial Health Partners-Distinguished Quality Physician 2006, 2007  
Physician Leadership Advisory Board, 2006 - present  
Business Leader of the Year 2007  
Board of Trustee, 2007 - 2010  
American Academy of Pain Management - 2008

Honors/Awards:

National Physician Leadership Award, 2000  
 GA State Young Careerist of the Year, 1999 - 2000  
 Statesboro Young Careerist of the Year, 1999 - 2000  
 Project Co-Author, Improved Diagnosis of Ectopic Pregnancies - 1994 - 1998  
 which ultimately led to changed Memorial Medical Center department policies.  
 Chief Resident, 1997 - 1998  
 Select Resident - Great Expectations - Pfizer, 1997  
 Wyeth - Resident Reporter ACOG, 1996  
 St. Louis University Medical School Admissions Board, 1991 - 1994  
 First female student St. Louis University Medical School Admissions  
 Board Member, 1991 - 1994  
 St. Louis University Medical School's Women's Liaison Scholarship, 1992  
 Greene County Medical Association Scholarship, 1990 - 1991  
 Board of Curators' Scholarships, 1986 - 1990  
 Miss Teen Missouri, 1986  
 Dean's List - University of Missouri  
 Textbook Scholarships, 1986  
 Honors: Community AIDS Education  
 Near Honors: Pediatrics, Psychiatry, OB/GYN, Pathology, Intro. To Medicine,  
 Working with the Dying, Medical Communications Skills

Skills:

Laparoscopic Surgery - Certified advanced training  
 Vaginal Surgery  
 Operative Deliveries

Personal Data:

Date of Birth: December 24, 1967  
 Birthplace: Tucson, Arizona  
 Health: Excellent  
 Marital Status: Married, Stephen Rogers  
 Children: Stephen Garlon Rogers, Payton Rae Rogers  
 Interests: Outdoors, Horseback Riding, Roller Blade

Biography:

The Use of Ultrasound, Serial HCG, and Progesterone Level in Predicting  
 Ectopic Pregnancy  
 Reproductive Endocrinology Department - Palmisano, MD, 1997

Activities & Interests:

See Professional Affiliations  
 Medical School Class Equipment Sales Coordinator  
 Medical Class Note Service President, 1990 - 1992  
 Medical Support Group Leader, 1991 - 1992  
 Freshman Medical Orientation Chairman, 1991  
 AIDS Task Force Director  
 Medical School Polities Master of Ceremonies, 1991  
 Medical Class Test Packet Coordinator, 1991 - 1992  
 Medical Women's Liaison Member, 1990 - 1994  
 Medical Class Student Council Fund-raisers  
 Student-organized Community Clinic, 1992 - 1994  
 Yearbook Staff, 1993 - 1994  
 Hospital Volunteer (1986 - 1990)  
 Red Cross Volunteer  
 AIDS work volunteer  
 University of MO. Dancer, Medical Club, Chemistry Club, 1986 - 1990

References:

Available upon Request



# 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:

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Statesboro, GA 30459  
[cstrickland@bullochcounty.net](mailto:cstrickland@bullochcounty.net)

Your application will be given every consideration as vacancies occur.

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

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

Mr.  Ms.  Name Ryan McNeal Date 12-28-09

Address 6326 Banks Dairy Road Statesboro, Georgia 30458

Phone: Day 912-690-0938 Night 912-865-2404 Email mcnealrk@gmail.com

Bulloch County Resident? Yes If so, since when? 1997

County / State of Former Residence Gwinnett / Georgia

Educational Background B.S. Justice Studies / M.P.A. Master of Public Administration / Georgia Southern Univ.

Occupation Criminal Investigator Employer Georgia Secretary of State

**Occupational Background**

- |   |   |
|---|---|
| - Statesboro police Department / 2002-2005  | - East Georgia College / Part-time Instructor Summer 2009                 |
| - Tri-Circuit Drug Task Force / 2005-2006   | - Georgia Southern University / Part-time instructor Spring and Fall 2009 |
| - Georgia Bureau of Investigation 2006-2009 | - Georgia Secretary of State / Office of Inspector General 2009-Present   |

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

- Member of Sigma Chi Fraternity Statesboro Alumni Chapter
- Peace Officers Association of Georgia

**Reason for Applying for this Board / Commission / Committee**

- I desire to assist and serve my community by volunteering my time as a member of a Board, Authority, Commission or Committee in order to assist in setting goals, policies and recommendations for operating and improving various County services.

Can attend day meetings? Upon advanced notification 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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE:</b> August 20, 2013		
Administration: Clerk of the Board	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	<b>NO</b>
			<b>X</b>

**REQUESTED MOTION OR ITEM TITLE:**  
Consent Agenda: To reappoint Paul Roesel the Middle Coastal Unified Development Board (MCUFB).

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**  
In accordance with the bylaws adopted when the MCUDA was formed, each member county shall have two (2) Voting representatives on the board of directors. The County Commission of the respective county they represent appoints the representatives for each county. The board meets quarterly on the third Wednesday of the month. Members shall serve a term of four (4) years. The application is attached for your review.

AGENDA CATEGORY (CHECK ONE)	FINANCIAL IMPACT STATEMENT					
PRESENTATION	BUDGETED ITEM?	YES	N	AMENDMENT REQUIRED?	YES	
		NO			NO	
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	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL <i>Qk</i>		INITIAL <i>u</i>	
DATE		DATE		DATE		DATE 08.06.2013		DATE <i>8/15/13</i>		DATE <i>8/15/13</i>	

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



## 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, 115 North Main Street**  
**Statesboro, GA 30459**  
[cstrickland@bullochcounty.net](mailto:cstrickland@bullochcounty.net)

Your application will be given every consideration as vacancies occur.

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

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

Mr.  Ms.  Name Paul Roesel Date 6/16/11  
 Address 2570 Jones Mill Rd. Statesboro Ga 30461  
 Phone: Day 9128718771 Night 9126825971 Email paulr@hasack.com  
 Bulloch County Resident? Yes If so, since when? 1958  
 County / State of Former Residence Bulloch  
 Educational Background GSU Business Degree & Regional Economic Leadership Development graduate  
 Occupation Owner/Man Employer H.A. Sack Co. Inc & SCM, Inc  
 Occupational Background Construction

GEDA, Rotary, Chamber of Commerce, Habitat for Humanity, Red Cross, MCVPA  
 Community Activities (organizations, club, service groups, etc.) OTC Foundation, OTC Board of Directors, Contributor to GSU, OTC, Southern Boosters, local schools and service organizations

Want to help develop jobs to offer better opportunities to the families of Statesboro and Bulloch County and to help improve our overall quality of life for our citizens and visitors.  
 Reason for Applying for this Board / Commission / Committee

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**

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: August 20, 2013</b>		
Community Services	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	
		<b>NO</b>	<b>X</b>

**REQUESTED MOTION OR ITEM TITLE:**

To Authorize the Chairman to execute a letter issuing a temporary food service permit for the Willow Hill Heritage Festival.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**

*This is an approval that has been done the past two (2) years to allow the festival to serve food compliant with state law.*

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

<b>APPROVED FOR AGENDA</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>		<b>YES</b>		<b>YES</b>		<b>YES</b>	<b>X</b>	<b>YES</b>	<input checked="" type="checkbox"/>	<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>CAS</b>	<b>INITIAL</b>	<i>gjk</i>	<b>INITIAL</b>	
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	08.09.2013	<b>DATE</b>	8/15/13	<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>	

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  
CHRISTY STRICKLAND  
Clerk of the Board

August 20, 2013

TO WHOM IT MAY CONCERN:

Pursuant to Section 290-5-14-08 (i) of the Georgia Administrative Code, please be advised that the Bulloch County Board of Commissioners has authorized a permit for the Willow Hill Heritage Festival to be held in Bulloch County on August 31, 2013.

Sincerely,

J. Garrett Nevil  
Chairman

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

DEPARTMENT MAKING REQUEST (Box 1)  <i>Roads &amp; Bridges/Engineering/Legal</i>	MEETING DATE (Box 2) <i>August 20, 2013</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)  
  
*Resolution Authorizing Acceptance of Roads in Phase I of Johnson Run Subdivision*

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)  
  
*The developer has requested that the County accept dedication of and title to the roads in Phase I of Johnson Run Subdivision. As indicated in the attached memorandum, County Engineer Kirk Tatum has inspected these roads and determined that they comply with all County requirements. Adoption of the attached resolution will implement acceptance of these roads and authorize Chairman Nevil to accept a deed for these roads on behalf of the County.*

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)				
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES
			NO	X		NO
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	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	<i>CAS</i>	INITIAL	<i>Qsu</i>	INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE	<i>8.15.13</i>	DATE	<i>8/13/13</i>	DATE	<i>8/12/13</i>

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

## Memorandum

To: Jeff Akins

From: Kirk Tatum

Subject: Johnson Run Subdivision

Date: August 14, 2013

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I have performed an inspection on all of the roads in Phase I of Johnson Run subdivision with regard to county acceptance of the road rights-of-way. It is my opinion the roads are satisfactory for acceptance by the county.

The roads in Phase I are:

Pippin Place	CT Place
Collins Terrace	McCall Blvd
Cottle Court	Johnson Drive
Carly Club Court	Marissa Court
Denton Loop	Emily Lane

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**THE BULLOCH COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION # 2013 - \_\_\_\_**

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

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

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

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

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

**SO BE IT RESOLVED** this 20th day of August, 2013.

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

**By:** \_\_\_\_\_  
**J. Garrett Nevil, Chairman**

**Attest:** \_\_\_\_\_  
**Christy Strickland, Clerk**

## EXHIBIT A

All those certain tracts or parcels of land lying, situate and being in the 1523<sup>rd</sup> G.M. District of Bulloch County, Georgia, and being depicted on a final plat of Johnson Run Subdivision, Phase One, prepared by John A. Dotson, Registered Land Surveyor, for JOHNSON RUN SUBDIVISION, dated September 15, 2004 and recorded in Plat Book 62, Page 419, Bulloch County Records, and more particularly described and identified as all subdivision roads, streets, right-of-ways and adjoining cul-de-sacs designated as McCall Blvd, McCall Lane, Johnson Drive, Pippin Place, Collins Terrace, Cottle Court, Carly Club Court, Denton Loop, CT Place, Marissa Court, and Emily Lane, on the above-referenced plat. Said plat above referred to is by reference incorporated herein and made a part of this description for all purposes.

Subject to all covenants and utility easements of record, including, but not limited to, those shown on the above-referenced plat.

Easement Reservation: Grantor reserves a utility easement for water, sewage, electricity, cable television, internet, gas and other utility purposes in said right-of-ways, as well as an easement for Grantor and other landowners of property adjoining the right-of-ways to perform landscaping on shoulder of right-of-way.

Subject to easements previously granted for water, electricity, sewage, telephone, cable television and other utilities, if any.

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

<b>DEPARTMENT MAKING REQUEST (Box 1)</b>		<b>MEETING DATE (Box 2)</b> August 20, 2013	
Roads & Bridges/Engineering/Legal		<b>RESOLUTION ATTACHED? (Box 3)</b>	YES <input type="checkbox"/> X NO <input type="checkbox"/>

**REQUESTED MOTION OR ITEM TITLE (Box 4)**

Resolution Authorizing Acceptance of Brook Run Drive in Brook Run Subdivision

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

The developer has requested that the County accept dedication of and title to Brook Run Drive in Brook Run Subdivision. As indicated in the attached memorandum, County Engineer Kirk Tatum has inspected this road and determined that it complies with all County requirements. Adoption of the attached resolution will implement acceptance of this road and authorize Chairman Nevil to accept a deed for this road on behalf of the County.

<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 <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	<b>AMENDMENT REQUIRED? (7b)</b>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
<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 <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
<b>INITIAL</b>	<b>INITIAL</b>	<b>INITIAL</b>	<b>INITIAL</b>	<b>INITIAL</b>	<b>INITIAL</b>	<b>INITIAL</b> CAS	<b>INITIAL</b> Jra	<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>	8.15.13	8/13/13	<b>DATE</b>	<b>DATE</b>	<b>DATE</b>	8/15/13

**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>		

## Memorandum

To: Jeff Akins

From: Kirk Tatum  
Dink Butler

Subject: Brook Run Subdivision

Date: August 13, 2013

---

Dink and I have performed an inspection on Brook Run Drive in Brook Run subdivision with regard to county acceptance of the road rights-of-way. In our opinion the road is satisfactory for acceptance by the county.

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**THE BULLOCH COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION # 2013 - \_\_\_\_**

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

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

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

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

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

**SO BE IT RESOLVED** this 20th day of August, 2013.

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

**By:** \_\_\_\_\_  
**J. Garrett Nevil, Chairman**

**Attest:** \_\_\_\_\_  
**Christy Strickland, Clerk**

## **EXHIBIT A**

All of that certain parcel of land situate, lying and being in the 45<sup>th</sup> G.M. District of Bulloch County, Georgia, and being that 60 foot right-of-way in Brook Run Subdivision designated as Brook Run Drive on that certain plat of survey dated August 23, 1999, prepared by James M. Anderson, Registered Land Surveyor, and recorded in Plat Book 58, Page 203, in the Office of the Clerk of Superior Court of Bulloch County, Georgia.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

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

DEPARTMENT MAKING REQUEST (Box 1)  <i>Roads &amp; Bridges/Engineering/Legal</i>	MEETING DATE (Box 2) <i>August 20, 2013</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	X
		NO	

REQUESTED MOTION OR ITEM TITLE (Box 4)  
  
*Resolution Authorizing Acceptance of Roads in Luke Estates Subdivision*

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)  
  
*The developer has requested that the County accept dedication of and title to the roads in Luke Estates Subdivision. As indicated in the attached memorandum, County Engineer Kirk Tatum has inspected these roads and determined that they comply with all County requirements. Adoption of the attached resolution will implement acceptance of these roads and authorize Chairman Nevil to accept a deed for these roads on behalf of the County.*

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)				
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES
			NO	X		NO
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	<i>CTS</i>	INITIAL	<i>JG</i>	INITIAL	<i>N</i>
DATE		DATE		DATE		DATE	<i>8.15.13</i>	DATE	<i>8/13/13</i>	DATE	<i>8/12/13</i>

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

## Memorandum

To: Jeff Akins

From: Kirk Tatum  
Dink Butler

Subject: Blackberry Court and Sprayberry Court in Luke Estates

Date: August 13, 2013

---

Dink and I have performed an inspection on the two (2) subject roads in subdivision with regard to county acceptance of the road rights-of-way. In our opinion the roads are satisfactory for acceptance by the county.

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**THE BULLOCH COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION # 2013 - \_\_\_\_\_**

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

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

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

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

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

**SO BE IT RESOLVED** this 20th day of August, 2013.

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

**By:** \_\_\_\_\_  
**J. Garrett Nevil, Chairman**

**Attest:** \_\_\_\_\_  
**Christy Strickland, Clerk**

## EXHIBIT A

All that certain parcel of land situate, lying and being in the 48<sup>th</sup> G.M. District of Bulloch County, Georgia, and being that portion of a 60 foot right-of-way in Luke Estates Subdivision, being designated Sprayberry Court on that certain plat of survey dated February 28, 2003, prepared by James M. Anderson, Registered Land Surveyor, and recorded in Plat Book 62, Page 14, in the Office of the Clerk of Superior Court of Bulloch County, Georgia.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

AND

All of that certain parcel of land situate, lying and being in the 48<sup>th</sup> G.M. District of Bulloch County, Georgia, and being that portion of a 60 foot right-of-way in Luke Estates Subdivision, being designated Blackberry Court on that certain plat of survey dated February 28, 2003, prepared by James M. Anderson, Registered Land Surveyor, and recorded in Plat Book 62, Page 14, in the Office of the Clerk of Superior Court of Bulloch County, Georgia.

The aforesaid plat and the description thereon are by referenced incorporated herein and made a part of this description.

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

DEPARTMENT MAKING REQUEST (Box 1)  Recreation/Legal	MEETING DATE (Box 2) August 20, 2013		
	RESOLUTION ATTACHED? (Box 3)	YES	NO

REQUESTED MOTION OR ITEM TITLE (Box 4)  
  
Approval of Tank and Containment Lease Agreement

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)  
  
The attached lease is for tanks and containments for chlorine at Splash in the 'Boro. 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	CNS	INITIAL	JSA	INITIAL	[Signature]
DATE		DATE		DATE		DATE	8.15.13	DATE	8/13/13	DATE	8/15/13

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

## TANK AND CONTAINMENT LEASE AGREEMENT

This Tank And Containment Lease Agreement (the "Agreement") is entered into this 1st day of July 19 2013 between Allied Universal Corporation, 3901 N.W. 115th Avenue, Miami, Florida, 33178-1859 ("Allied"), and Bulloch County, Georgia d/b/a Bulloch Co Parks & Rec, Splash in the Boro, 1388 Hwy 24 E, Statesboro, GA 30461 ("Customer").

WHEREAS, Customer desires to lease from Allied, and Allied desires to lease to Customer, certain storage tanks and containments, as described on Exhibit "A" attached hereto (the "Tanks and Containments");

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other valuable consideration, intending to be legally bound, the parties hereto agree as follows:

1. Allied shall deliver the Tanks and Containments to Customer, and Customer may utilize the Tanks and Containments at Customer's business premises, for the sole purpose of storing sodium hypochlorite supplied by Allied. Customer shall not, under any circumstances, place or allow others to place in the Tanks products obtained from suppliers other than Allied. Customer shall keep the tanks at Customer's business premises and shall not remove them or allow them to be removed without Allied's prior, written consent.

2. RENT: Customer shall pay rent as follows: \$10.00 per Tank and \$10.00 per Containment, per year, plus applicable sales tax, payable upon delivery, and upon each annual anniversary date thereafter.

3. During the term of this Agreement Customer shall purchase from Allied a minimum of 400 gallons of sodium hypochlorite per monthly average, per Tank. In the event that Customer fails to purchase from Allied a minimum of 400 gallons of sodium hypochlorite, per Tank, in any average month, Customer shall pay Allied a Tank Rental Charge of \$50, per tank, for each such month.

4. Either party may terminate this Agreement at anytime, with or without cause, upon seven days written notice to the other party.

5. Allied shall provide, at its sole cost and expense: (a) proper installation, plumbing, maintenance and repairs of the Tanks; and (b) appropriate Containments. Customer shall be solely responsible, at its sole cost and expense, for (a) proper labeling of the Tanks and Containments; (b) compliance with all federal, state, county, municipal and local statutes, rules, regulations and ordinances, including, but not limited to, building and zoning codes, license and permit requirements, and compliance with the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), U.S. Environmental Protection Agency ("EPA") regulations and requirements, and applicable state pesticide, insecticide, fungicide, and rodenticide laws, regulations and requirements.

6. Customer shall be prohibited from packaging, repackaging or reselling any sodium hypochlorite without (a) Allied's prior written consent, which consent may be withheld at Allied's sole discretion; and (b) compliance with all applicable FIFRA and state pesticide, insecticide, fungicide, and rodenticide laws and regulations, including, but limited to, applicable requirements that Customer (1) apply for and receive an EPA establishment number; (2) submit a product report to EPA on an annual

basis; (3) sub-register any Customer product(s) under Allied's product registration number; (4) register any Customer product(s) with the State of Florida; (5) prepare any Customer product label in accordance with the current EPA Label Review Manual; and (6) submit a final proof copy of such label(s) to Allied for Allied's approval, which approval may be withheld at Allied's sole discretion. Customer shall provide Allied with written proof of compliance with all applicable requirements and further agrees that Allied shall determine Customer's compliance with applicable requirements at Allied's sole discretion. Customer agrees that Allied may withdraw its approval hereunder for any reason or no reason whatsoever. Customer further agrees to maintain copies of all such documents and registrations in accordance with 40 C.F.R. Part 169 and applicable state law and provide same to Allied upon Allied's request.

## TERMS AND CONDITIONS

1. Except when caused by Allied's negligence, Customer irrevocably and unconditionally shall indemnify, defend and hold harmless Allied and Allied's officers, directors, shareholders, employees, agents, representatives, subsidiaries, affiliates and assigns (such parties being intended third-party beneficiaries of this indemnity), from and against any and all past, present and future claims, losses, charges, obligations, damages, loss of income or profits, and expenses, including attorneys,' consultants' and engineers' fees, all of any nature whatsoever, whether for compensatory, exemplary, special or punitive damages of any kind or nature whatsoever, at law or in equity, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable (collectively, "Claims") arising from or relating in any way to: (a) the Tanks and Containments, installation, plumbing, maintenance, repairs, sodium hypochlorite or spills of same; (b) acts and omissions of Customer, its officers, directors, shareholders, members, employees, agents, representatives, contractors, subsidiaries, affiliates, assigns and others; and (c) non-compliance with FIFRA and applicable state pesticide, insecticide, fungicide, and rodenticide laws and regulations. Except when caused in whole or in part by Allied's negligence, Customer specifically agrees to bear all risk of loss, injury or damage arising from or relating in any way to the Tanks and Containments, installation of same, plumbing, inspection, maintenance, repairs and sodium hypochlorite, or any spills of sodium hypochlorite, including, but not limited to, property and environmental damage and investigation and remediation obligations, personal injury and death. Customer hereby waives and releases Allied from any and all past, present or future Claims it may have at law or in equity against Allied arising from or relating in any way to the subject matter of Customer's indemnification obligations set forth in this paragraph 1 and further agrees that Customer's obligations as set forth in this paragraph 1 shall survive termination or expiration of this Agreement.

Customer Initials: \_\_\_\_\_

2. This Agreement shall be governed by the laws of the State of Florida. In the event of litigation arising from this Agreement: (a) the Parties agree to be subject to the jurisdiction of the state and federal courts located in Dade County, Florida; (b) venue shall lie exclusively in Dade County, Florida; (c) the prevailing party shall be entitled to recover its attorneys' and expert fees and expenses; and (d) process may be served upon Customer by Federal Express, Certified Return Receipt Requested Mail, facsimile transmission or any other method that provides actual notice to Customer, its officers, directors, shareholders, members, employees, agents or other representatives.

3. This Agreement constitutes the entire agreement between the parties and supercedes any prior or collateral agreements or understandings. No amendment to this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

4. Customer may not transfer or assign any of its rights or obligations under this Agreement without Allied's prior, written consent.

5. If any provision of this Agreement becomes invalid, illegal or otherwise void, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect. To the extent permitted by law, Customer waives any provision of law which voids or renders unenforceable any provision of this Agreement.

6. Upon the termination or expiration of this Agreement, Customer shall, at Customer's expense, return the Tanks to Allied, in good order and condition, and in the same condition in which they were received, except for ordinary wear and tear.

SUBJECT TO TERMS AND CONDITIONS AS STATED ABOVE

LESSOR:

ALLIED UNIVERSAL CORPORATION

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

As: \_\_\_\_\_

CUSTOMER:

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

As: \_\_\_\_\_

EXHIBIT "A"

Location: 1388 Hwy 24 4, Statesboro, GA 30461

Tanks: 2-1500 Gal S/N: \_\_\_\_\_

Containments: 2-1900 Gal S/N: \_\_\_\_\_

Location: \_\_\_\_\_

Tank: \_\_\_\_\_ S/N: \_\_\_\_\_

Containment: \_\_\_\_\_ S/N: \_\_\_\_\_

Location: \_\_\_\_\_

Tank: \_\_\_\_\_ S/N: \_\_\_\_\_

Containment: \_\_\_\_\_ S/N: \_\_\_\_\_

## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

MEETING DATE: August 20, 2013

Tax Commissioner/Tax Assessor/Finance

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

To Dispense with the reading and adopt a Resolution approving the proposed Tax Digest and Millage Rates for calendar year 2013.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

See attached information

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

### APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	X	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	✓
INITIAL		INITIAL		INITIAL		INITIAL CAS		INITIAL	<i>JM</i>	INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE 08.13.2013		DATE	8/15/13	DATE	8/15/13

### COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		
OTHER		
		NOTES

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



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

## BULLOCH COUNTY BOARD OF COMMISSIONERS

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### MEMORANDUM

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**TO:** GEORGIA DEPARTMENT OF REVENUE  
**FROM:** BULLOCH COUNTY  
**DATE:** AUGUST 20, 2013  
**RE:** INSURANCE PREMIUM TAX

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The Insurance Premium received by Bulloch County is used for expenses incurred for fire services and solid waste collection and disposal in the unincorporated areas of the county.

\_\_\_\_\_  
J. Garrett Nevil, Chairman

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  
CHRISTY STRICKLAND  
Clerk of the Board

August 20, 2013

Honorable Douglas J. MacGinnitie  
Revenue Commissioner  
Department of Revenue  
Property Tax Unit  
1800 Century Center Blvd., N.E.  
Atlanta, GA 30345-3205

Dear Mr. MacGinnitie:

It is ordered that a tax levy of twenty and eighty four hundredth mills (20.84) on the hundred (100) cents or twenty and eighty four hundredth dollars of taxable values of every kind as shown on the tax digest of Bulloch County, Georgia be levied for taxes for the year 2013 for all purposes and that the same be collected by the Tax Commissioner of Bulloch County.

It is also ordered that 1.80 mills be levied for fire district number 6.

It is also ordered that .20 mills on the net digest be levied for the State of Georgia.

Sincerely,

J. Garrett Nevil  
Chairman



**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2013**

COUNTY Bulloch

TAXING JURISDICTION County M&O

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2012 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2013 DIGEST
REAL	1,498,083,821	-19,916,669	38,091,861	1,516,259,013
PERSONAL	217,772,977		-3,324,914	214,448,063
MOTOR VEHICLES	132,812,880		7,282,360	140,095,240
MOBILE HOMES	19,430,749		-2,086,353	17,344,396
TIMBER -100%	7,168,503		1,125,877	8,294,380
HEAVY DUTY EQUIP	4,741		31,633	36,374
GROSS DIGEST	1,875,273,671	-19,916,669	41,120,464	1,896,477,466
EXEMPTIONS	175,973,336	0	-8,071,700	167,901,636
NET DIGEST	1,699,300,335	-19,916,669	49,192,164	1,728,575,830
FLPA Reimbursement Value	296,164		227,275	523,439
Adjusted NET DIGEST	1,699,596,499	-19,916,669	49,419,439	1,729,099,269
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
2012 MILLAGE RATE >>>	10.440	2013 PROPOSED MILLAGE RATE >>>	10.440	

**THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2012 Net Digest	PYD	1,699,596,499	
Net Value Added-Reassessment of Existing Real Property	RVA	-19,916,669	
Other Net Changes to Taxable Digest	NAG	49,419,439	
2013 Net Digest	CYD	1,729,099,269	<b>(PYD+RVA+NAG)</b>
2012 Millage Rate	PYM	10.440	
Millage Equivalent of Reassessed Value Added	ME	-0.120	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2012	RR	10.560	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2013 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	10.560
	2013 Millage Rate	10.440
	Percentage Increase	-1.14%

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_  
Chairman, Board of Tax Assessors

\_\_\_\_\_  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_  
Tax Collector or Tax Commissioner

\_\_\_\_\_  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2013 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2013 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2013 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2013 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2013**

COUNTY Bulloch TAXING JURISDICTION County Fire

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2012 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2013 DIGEST
REAL	440,527,741	-7,061,814	5,550,662	439,016,589
PERSONAL	19,329,754		810,228	20,139,982
MOTOR VEHICLES	38,414,210		2,283,980	40,698,190
MOBILE HOMES	4,222,569		-618,585	3,603,984
TIMBER -100%	90,420		-44,371	46,049
HEAVY DUTY EQUIP			13,860	13,860
<b>GROSS DIGEST</b>	<b>502,584,694</b>	<b>-7,061,814</b>	<b>7,995,774</b>	<b>503,518,654</b>
EXEMPTIONS	26,204,032	0	-561,985	25,642,047
<b>NET DIGEST</b>	<b>476,380,662</b>	<b>-7,061,814</b>	<b>8,557,759</b>	<b>477,876,607</b>
FLPA Reimbursement Value	0		0	0
<b>Adjusted NET DIGEST</b>	<b>476,380,662</b>	<b>-7,061,814</b>	<b>8,557,759</b>	<b>477,876,607</b>
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2012 MILLAGE RATE &gt;&gt;&gt;</b>	<b>1.800</b>	<b>2013 PROPOSED MILLAGE RATE &gt;&gt;&gt;</b>		<b>1.800</b>

**THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2012 Net Digest	PYD	476,380,662	
Net Value Added-Reassessment of Existing Real Property	RVA	-7,061,814	
Other Net Changes to Taxable Digest	NAG	8,557,759	
<b>2013 Net Digest</b>	<b>CYD</b>	<b>477,876,607</b>	<b>(PYD+RVA+NAG)</b>
2012 Millage Rate	PYM	1.800	
Millage Equivalent of Reassessed Value Added	ME	-0.027	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2012	RR	1.827	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2013 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	<b>Rollback Millage Rate</b>	1.827
	<b>2013 Millage Rate</b>	1.800
	<b>Percentage Increase</b>	-1.48%

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

\_\_\_\_\_  
Chairman, Board of Tax Assessors

\_\_\_\_\_  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

\_\_\_\_\_  
Tax Collector or Tax Commissioner

\_\_\_\_\_  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2013 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2013 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2013 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

\_\_\_\_ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2013 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# NOTICE

The Bulloch County Board of Commissioners does hereby announce that the millage rate will be set at a meeting to be held at the North Main Annex on August 20, 2013 at 8:30 AM and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

## CURRENT 2013 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

COUNTY WIDE	2008	2009	2010	2011	2012	2013
Real & Personal	1,765,949,191	1,830,172,443	1,774,765,790	1,766,471,236	1,715,856,798	1,730,707,076
Motor Vehicles	130,853,760	138,929,250	123,138,050	125,602,380	132,812,880	140,095,240
Mobile Homes	21,335,991	20,214,654	18,877,165	18,999,664	19,430,749	17,344,396
Timber - 100%	5,114,642	4,610,332	6,388,609	6,245,410	7,168,503	8,294,380
Heavy Duty Equipment	120,684	40,405	43,223	4,857	4,741	36,374
Gross Digest	1,923,374,268	1,993,967,084	1,923,212,837	1,917,323,547	1,875,273,671	1,896,477,466
Less M & O Exemptions	205,012,856	195,920,950	153,683,291	170,483,893	175,973,336	167,901,636
Net M & O Digest	1,718,361,412	1,798,046,134	1,769,529,546	1,746,839,654	1,699,300,335	1,728,575,830
State Forest Land Assistance Grant Value			262,320	261,407	296,164	523,439
Adjusted Net M&O Digest	1,718,361,412	1,798,046,134	1,769,791,866	1,747,101,061	1,699,596,499	1,729,099,269
Gross M&O Millage	10.440	10.440	10.440	10.440	10.440	10.440
Less Rollbacks	0.000	0.000	0.000	0.000	0.000	0.000
Net M&O Millage	10.440	10.440	10.440	10.440	10.440	10.440
Total County Taxes Levied	\$17,939,693	\$18,771,602	\$18,476,627	\$18,239,735	\$17,743,787	\$18,051,796
Net Taxes \$ Increase	\$1,001,104	\$831,908	-\$294,975	-\$236,892	-\$495,948	\$308,009
Net Taxes % Increase	5.91%	4.64%	-1.57%	-1.28%	-2.72%	1.74%