



**Bulloch County  
Board of  
Commissioners  
Regular Meeting**

**December 16, 2014  
Estimated Time: 1 Hour & 15 Minutes  
North Main Annex Community Room  
Statesboro, Georgia  
8:30 AM**

Meeting Function: **Board of Commissioners**      Type of Meeting: **Regular Meeting**

Meeting Chair: **Vice-Chairman, Anthony Simmons (Presiding)**      Recorder: **Olympia Gaines, Clerk of the Board**

Parliamentarian: **County Attorney, Jeff Akins**      Ex-Officio: **Tom Couch, County Manager; Whitney Richland, Interim Chief Financial Officer; Andy Welch, Development Services Director; Dink Butler, Transportation Director; Kirk Tatum, County Engineer; and Mike Rollins, Statesboro-Bulloch County Parks & Recreation Director.**

**General Agenda**

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Vice-Chairman Simmons	8:30 AM	
Invocation and Pledge of Allegiance	County Manager Couch	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Vice-Chairman Simmons	8:36 AM	
Public Comments	Audience	8:38 AM	
Consent Agenda		8:48 AM	
To approve the minutes of the Regular Meeting held on December 2, 2014.	Clerk of the Board		Tab A
To approve the renewal of leases for Dr. Russell Herrington, The Jumping Place, Air Evac, and KP Aviation at the Statesboro-Bulloch County Airport.	Airport		Tab B
To approve work authorizations for land acquisition (WA#5) and T-Hanger bid and construction (WA#6) at the Statesboro-Bulloch County Airport	Airport		Tab C
To approve a contract by and between Bulloch County and the State Court of Bulloch County for Probation services.	Probation/Legal		Tab D
To approve a contract by and between Bulloch County and the Superior Court of Bulloch County for Probation services.	Probation/Legal		Tab E
New Business	Vice-Chairman Simmons		
Discussion/Action: The appropriation of funding and scheduling of dirt-road paving projects, resurfacing projects, road striping projects, and bridge repair.	Capital Projects/Transportation	8:50 AM	Tab F

Discussion/Action: Approve to dispense with the reading and authorize a resolution to establish a Joint Development Authority with Bryan, Chatham, and Effingham Counties.	Economic Development	9:10 AM	Tab G
Discussion/Action: Alcohol License Renewals for 2015.	Clerk/Sheriff	9:30 AM	Tab H
Commission and Staff Comments	Vice-Chairman Simmons, et al.	9:35 AM	
Adjourn	Vice-Chairman Simmons	9:45 AM	
<b>Additional Information</b>			
Background information in Board packets			

December 2, 2014  
Statesboro, GA

### Regular Meeting

The Board of Commissioners met at 5:30 p.m. in the Community Room of the North Main Annex. Vice-Chairman Anthony Simmons welcomed guests and called the meeting to order. County Manager Thomas Couch gave the invocation, and the pledge of allegiance.

Mrs. Maggie Fitzgerald Porter, Human Resources Director recording the minutes, performed the roll call of the commissioners and staff. The following commissioners were present: Vice-Chairman Anthony Simmons, Commissioner Walter Gibson, Commissioner Robert Rushing, Commissioner Roy Thompson, and Commissioner Carolyn Ethridge. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Interim Chief Financial Officer Whitney Richland, Chief Deputy Jared Akins, Statesboro-Bulloch County Parks and Recreation Department Director Mike Rollins, Purchasing Manager Faye Bragg, Airport Manager Kathy Boykin, and Zoning Administrator Randy Newman.

After Roll Call, Vice-Chairman Simmons opened the meeting for Public Hearings regarding Zoning and Land Use matters. Vice-Chairman Simmons called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman presented Item #1 which was an application submitted by Carolyn Williams requesting a Conditional Use for a personal care home. The property has been a personal care home for many years, consists of 7.23 acres, and is located at 6735 Pulaski Road Map/Parcel #032 00002 000. Mr. Newman stated that Mr. John Dotson was the only person signed up to speak on the request (See Exhibit #2014-194). Acting as Agent, Mr. John Dotson stated that Mrs. Rice, the mother of Carolyn Williams, has operated a personal care home on the property since 1995, but the property was never zoned correctly. Mr. Dotson stated that the State of Georgia has questioned the zoning, so now the property needs to be rezoned. Without further discussion, Commissioner Thompson offered a motion to approve Carolyn Williams' request for a Conditional Use to operate a personal care home (See Exhibit #2014-195). Commissioner Rushing seconded the motion and it carried

unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Ethridge voting in favor of the motion.

Mr. Newman presented Item #2 which was an application submitted by Thomas H. Brannen Jr., ET AL, requesting a Conditional Use for a facility to host private and public functions. The property consists of 8.7 acres and is located at 8130 Highway 301 South Map/Parcel #062 000014 000. Mr. Newman stated that no one signed up to speak on the request (See Exhibit #2014-196). Mr. Newman stated that Mr. Thomas H. Brannen Jr., was not present, but had told Mr. Newman that he would re-apply in one year if his request was denied. Without further discussion, Commissioner Ethridge offered a motion to deny Thomas Brannen and ET AL's request for a Conditional Use to operate a facility to host private and public functions (See Exhibit #2014-197). Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Ethridge voting in favor of the motion.

Vice-Chairman Simmons asked for public comments from the audience at large or in writing. There was no one present for public comments and nothing had been submitted in writing.

Vice-Chairman Simmons stated the next item on the agenda was a presentation from Kelsey Flannery regarding E-Waste (Electronics). Ms. Flannery, a freshman at Georgia Southern University, discussed how E-Waste is disposed of and how it can negatively impact communities if it is not disposed of properly. Ms. Flannery stated that Bulloch County does not have rules or policies regarding the disposal of E-Waste. Ms. Flannery gave the Board some ideas to help fix the community's E-Waste disposal issues. Vice-Chairman Simmons thanked Ms. Flannery for her presentation.

Vice-Chairman Simmons stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on November 18, 2014; (2) to approve the re-appointments of Jeanne Marsh, Thomas Moore, and Gary Edwards to the Planning and Zoning Commission; (3) to approve a Professional Services Agreement with the Schneider Corporation doing business as qPublic for updating and maintaining the Tax Assessor's website (See Exhibit #2014-198); (4) to approve the Spring 2015 Youth Baseball/Softball

uniform bid (See Exhibit #2014-199); and (5) to authorize the County Manager to execute Work Authorization #4 with W.K. Dickson for design and construction oversight for the T-Hanger project at the Statesboro-Bulloch County Airport (See Exhibit #2014-200). Without any discussion, Commissioner Thompson offered a motion to approve the Consent Agenda as presented. Commissioner Gibson seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Ethridge voting in favor of the motion.

Without any items of Old Business, Vice-Chairman Simmons stated the first item under New Business was for the discussion and/or action to approve the renewals of alcoholic beverage licenses for 2015. Vice-Chairman Simmons called on Human Resources Director Maggie Porter to initiate discussion on the matter. Mrs. Porter stated that the current license holders had completed the necessary paperwork, paid the application fee, and had been approved by the Sheriff. Mrs. Porter recommended the approval of the renewals. After further discussion, Commissioner Ethridge offered a motion to approve the renewals of alcoholic beverage licenses for 2015 (See Exhibit #2014-201). Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Ethridge voting in favor of the motion.

Vice-Chairman Simmons stated that the second item of New Business was for the discussion and/or action to adopt a Resolution supporting Bulloch County's Department of Natural Resource's Georgia Recreational Trails Grant request. Vice-Chairman Simmons called on Statesboro-Bulloch County Parks and Recreation Department Director Mike Rollins to initiate discussion on the matter. Mr. Rollins stated that there is a 20% match required for the grant, if the grant is approved. Mr. Rollins stated that the grant will provide wider sidewalks on the S&S Greenway. After further discussion, Commissioner Thompson offered a motion to adopt a Resolution supporting Bulloch County's Department of Natural Resource's Georgia Recreational Trails Grant request (See Exhibit #2014-202). Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Ethridge voting in favor of the motion.

Without any further items of New Business, Vice-Chairman Simmons called for general comments or statements from the Commissioners. The Commissioners each thanked everyone for attending the meeting and the Staff for all of their hard work. Commissioner Gibson and County Manager Couch discussed the Association County Commissioners of Georgia's 12<sup>th</sup> District Meeting. Commissioner Ethridge thanked Ms. Kelsey Flannery for her E-Waste Presentation. County Manager Couch discussed the Chamber Annual Lunch, a proposed work session schedule, and a questionnaire about intermittent meetings.

Hearing no further comments from the Board or Staff, Vice-Chairman Simmons asked for a motion to adjourn. Commissioner Ethridge offered a motion to adjourn. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Ethridge voting in favor of the motion.

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Anthony Simmons, Vice-Chairman

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Attest: Thomas M. Couch, County Manager

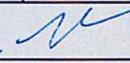
**BULLOCH COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>DEPARTMENT MAKING REQUEST:</b>		<b>MEETING DATE:</b> 12/5/14					
Airport		<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:**  
Renew leases for Dr. Russell Herrington, The Jumping Place, and Air Evac, and KP Aviation.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**  
The Airport Committee voted to approve the lease renewal for Dr. Russell Herrington, The Jumping Place, and Air Evac. These leases expire 12/31/2014. K P Aviation lease expires 2/28/15. In an effort to have all leases renew in January, we would like to get KP Aviation's lease renewed until 12/31/2015 also.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT											
PRESENTATION		BUDGETED ITEM?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO		AMENDMENT REQUIRED?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES													
NO													
YES													
NO													
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		YES		YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL 	
DATE		DATE		DATE		DATE		DATE		DATE 12.10.14	

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 1st day of January, 2015, by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and Air Evac EMS, Inc. (hereinafter "Lessee").

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 Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, one half of the corporate hangar side # 2 at the Statesboro Airport (the "Hangar Space"), together with approximately 3,800 square feet of land adjacent thereto for the purpose of locating a temporary housing structure (the "Crew Quarters Space") and a permanent concrete helipad (the "Helipad")(the "Hangar Space," "Crew Quarters Space," and "Helipad" being collectively referred to as "the Leased Property" and being identified as the areas highlighted in yellow on the attached Exhibit "A"), 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. Lessee shall have the right to maintain its standard crew quarters facility upon the Crew Quarters Space. Lessor agrees that such crew quarters shall not be deemed to be a fixture upon the Leased Property and that Lessee shall be entitled to remove them at the expiration or sooner termination of the term of this Lease with respect to the Crew Quarters Space, as same may be extended.

2. LEASE TERM

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2015 and ending on December 31, 2015. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. 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 thirty (30) 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.

3. RENTAL

Lessee shall pay to Lessor rental of Six Hundred and Fifty Dollars and No/100 (\$650.00) per month for the Leased Property (it being understood that \$325.00 of the total rental is allocated to the Hangar Space, and \$325.00 is allocated to the Crew Quarters Space and Helipad). Rental payments are due on the first business day of each month. Lessee is granted a Ten (10) day grace period to make the rental payment. Lessee will be assessed a late fee of fifteen (15) percent, or Ninety-Seven Dollars and 50/100

(\$97.50), for exceeding the ten (10) day grace period.

#### 4. SUBORDINATION

This lease is subordinate to Statesboro/Bulloch County's federal and state obligations and all Lessees must comply with current and future federal grant assurances and conditions of state aid. If there is a conflict between the terms of this lease and any federal grant assurances, the grant assurances will take precedence and govern. This lease is also subordinate to all local ordinances and codes.

#### 5. UTILITIES

5.1 Lessee shall maintain and pay for all utility services to the Leased Property, including but not limited to electricity, water, sewer, gas, and telephone service. Landlord represents and warrants that each of such utility services is presently available at the Leased Property.

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

#### 6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee 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 Lessee 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 Lessee has a duty to maintain the interior, non-structural portions of the Leased Property in substantially the same condition as at the beginning of the initial lease term, normal wear and tear excepted and damage by casualty or taking by condemnation excepted. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property, including mechanized and motorized fixtures, whereas Lessor assumes all other responsibilities. Lessor shall maintain the exterior and all structural portions of the Leased Property, as well as all systems serving the Leased Property (HVAC, plumbing, sewer, roofing, etc.). Lessee shall be responsible for all maintenance and repair of the crew quarters

installed by it upon the Crew Quarters Space.

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

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. 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 and damage by casualty or taking by condemnation excepted.

## 8. TAXES

During the term of this lease, including any renewals or extensions thereof, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property; provided, however, Lessee shall not be responsible for any ad valorem property taxes upon the building in which the Leased Premises are located, if any, or any income taxes imposed upon Lessor, if any.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessee 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 in violation thereof in such a way that would expose Lessor to any form of environmental or toxic tort liability. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Subject to the provisions contained in Section 11.4 of this Lease, Lessee 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) Lessee's failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessee's 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) Lessee's 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 caused by any action or failure to act of Lessee, Lessee 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, reasonable investigation and laboratory fees and expenses, reasonable cleanup costs, court costs, and other reasonable 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.

Lessee shall not be required to indemnify Lessor for, and shall not be liable for, any environmental contamination present upon the Leased Property prior to the commencement of this Lease.

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 Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee at common law, in equity, or under any other provisions of this lease.

## 11. INSURANCE

11.1 Lessor shall maintain fire and casualty insurance on the Leased Property in an amount greater than or equal to the replacement cost thereof, but such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property. Lessor shall also maintain industry standard hangar keeper's insurance in an amount consistent with that maintained by reasonable owners of other hangars of similar size, quality, location, and use.

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

11.3 Upon written request of Lessor, Lessee 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.

11.4 Lessee and Lessor each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Agreement (or required to be insured against under this agreement), pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage (or which are required to be carried by the parties). Lessee and Lessor will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation. The waiver of subrogation endorsement need not be obtained if it incurs an additional cost for the affected policy, unless following written notice, the other party elects to pay that additional cost to obtain the waiver of subrogation endorsement. The provision of this Section shall survive termination of this Agreement.

## 12. LIMITED PURPOSE

Lessee 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. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessee may perform routine maintenance on its planes directly related to its operations, but shall not use the Leased Property for commercial maintenance. Lessee shall be entitled to use the Crew Quarters Space for

installation of its standard crew quarters for its employees.

13. FUEL

Lessor agrees to sell Lessee fuel at Lessor's cost plus Fifty Cents (\$0.50) per gallon during the term of this lease, which rate shall be subject to renegotiation in three months from the start of the lease based upon quantity of fuel purchased. Upon request by Lessee, Lessor will provide reasonable documentation showing Lessor's cost of fuel.

14. ASSIGNMENT AND SUBLETTING

Lessee may not, without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. 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 Lessee of its liability to Lessor for all obligations under this lease.

15. 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.

16. 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.

17. 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 Lessee: Air Evac EMS, Inc.  
P.O. Box 768  
306 Davis Drive  
West Plains, MO 65775  
Attn: Thomas A. Cook, Vice-President and General Counsel

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

18. QUIET ENJOYMENT

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

19. SUCCESSORS AND ASSIGNS

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

20. TIME OF THE ESSENCE

In all instances where Lessee is 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.

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

Air Evac EMS, Inc.

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

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

BULLOCH COUNTY BOARD OF COMMISSIONERS

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

Attest: \_\_\_\_\_  
Thomas M. Couch, County Manager

STATE OF GEORGIA  
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2015, by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and DR. RUSSELL HERRINGTON (hereinafter "Lessee").

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 Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, one half of the corporate hangar at the Statesboro-Bulloch County Airport identified on the attached exhibit A as "CH # 1 (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 January 1, 2015 and ending on December 31, 2015. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. 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 thirty (30) 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.

3. RENTAL

Lessee shall pay to Lessor rental of Six Hundred and Fifty Dollars and No/100 (\$650.00) per month for the lease term. Rental payments are due on the first business day of each month. Lessee may be granted a Ten (10) day grace period to make the rental payment. Lessee will be assessed a late fee of fifteen (15) percent, or Ninety-Seven Dollars and 50/100 (\$97.50), for exceeding the ten (10) day grace period.

4. SUBORDINATION

This lease is subordinate to Statesboro/Bulloch County's federal and state obligations and all Lessees must comply with current and future federal grant assurances and conditions of state aid. If there is a conflict between the terms of this lease and any federal grant assurances, the grant assurances will take precedence and govern. This lease is also subordinate to all local ordinances and codes.

## 5. UTILITIES

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

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

## 6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee 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 Lessee 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 Lessee has 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. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property, including mechanized and motorized fixtures, whereas Lessor assumes all other responsibilities.

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

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. 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, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessee 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. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee 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) Lessee's failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessee's 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) Lessee's 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 Lessee, Lessee 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 Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which

Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee 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 Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

11.2 Lessee 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

Lessee 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. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessee may perform routine maintenance on its planes directly related to its operations, but shall not use the Leased Property for commercial maintenance.

#### 13. FUEL

Lessor agrees to sell Lessee fuel at Lessor's cost plus Fifty Cents (\$0.50) per gallon during the term of this lease.

#### 14. ASSIGNMENT AND SUBLETTING

Lessee 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 Lessee. 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 Lessee of its liability to Lessor for all obligations under this lease.

#### 15. 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.

#### 16. 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.

#### 17. 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 Lessee: Dr. Russell Herrington  
PO Box 566  
Statesboro, Georgia 30459

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

18. QUIET ENJOYMENT

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

19. SUCCESSORS AND ASSIGNS

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

20. TIME OF THE ESSENCE

In all instances where Lessee is 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Dr Russell Herrington

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

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

BULLOCH COUNTY BOARD OF COMMISSIONERS

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

J. Garrett Nevil, Chairman

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

Thomas M. Couch, County Manager



STATE OF GEORGIA  
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2015 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS, as party or parties of the first part (hereinafter referred to as "Lessor") and CATHERINE L. KLOESS and [TJP@JAX](mailto:TJP@JAX), INC. D/B/A THE JUMPING PLACE, as party or parties of the second part (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, Maintenance Hangar Building 15 at 127 Airport Drive at the Statesboro-Bulloch County Airport (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property.

2. LEASE TERM AND TERMINATION

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2015 and ending on December 31, 2015. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that if either party breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party fifteen (15) days' written notice of its intent to terminate, which written notice shall specify the reasons for termination. If the breaching party promptly cures the breach, the terminating party may (but is not required to) rescind the termination in writing. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties.

3. RENTAL

Lessees shall pay to Lessor rental of Eight Hundred and No/100 Dollars (\$800.00) 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 One Hundred Twenty Dollars and No/100 (\$120.00), for exceeding the ten (10) day grace period. The initial rental payment of Eight Hundred and No/100 Dollars (\$800.00) due on January 1, 2014 shall be paid prior to Lessees' occupation of the Leased Property. At Lessor's sole discretion, Lessees may be given a credit against rental for the cost of certain improvements made by Lessees to the Leased Property. The total amount of such credits, and the specific amount to be credited against each month's rental, shall be determined by the mutual agreement of the parties and shall be memorialized in a written addendum to this lease. Such improvements shall be deemed as prepaid rent. The rental payments described herein shall be inclusive of commercial operating permits and landing fees for the Lessees.

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

#### 4. SUBORDINATION

This lease is subordinate to Statesboro/Bulloch /County's federal and state obligations and all Lessees must comply with current and future federal grant assurances and conditions of state aid. If there is any conflict between the terms of this lease and any federal grant assurances, the grant assurances will take precedence and govern. This lease is also subordinate to all local ordinances and codes.

#### 5. UTILITIES

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

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

#### 6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

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

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

#### 7. MAINTENANCE AND REPAIRS

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

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

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. In case of an emergency, Lessor reserves the right to enter leased premises and structures without notice. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

## 8. TAXES

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

## 9. ENVIRONMENTAL DUE DILIGENCE

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

## 10. INDEMNITY AND HOLD HARMLESS

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

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

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

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

which are on, in, from or affecting any portion of the Leased Property; or

(c) Any lawsuit or administrative action brought or threatened by any governmental authority, or any settlement reached with or order issued by any governmental authority, relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the Leased Property.

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

## 11. INSURANCE

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

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

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

## 12. LIMITED PURPOSE AND MINIMUM REQUIREMENTS

12.1 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 as a Full Service Skydiving Center, including but not limited to Skydiving Training, Skydiving Equipment Sales, Maintenance, Video Editing and sales, Merchandise, and other products and services offered to the Lessees' customers and agents. The Lessees shall also maintain a full service Aviation Maintenance Shop on the Leased Property that is open to the public (including sales of aircraft parts, pilot services, and aviation related supplies and accessories). The Lessees shall provide to the Lessor the name and contact number of the Maintenance Manager who will respond to the maintenance needs of the Lessor's customers.

12.2 Lessees shall comply with the following minimum requirements established by the Airport Committee:

(a) Skydivers will use a defined Drop Zone (landing space) designated by the Airport Manager.

(b) Lessees will host a pilots' meeting with the local pilots to explain procedures and radio communications involved with skydiving.

(c) Alcohol will not be consumed on Airport property by Lessees or their customers.

(d) With the assistance of the Airport Manager, Lessees will develop and abide by a plan concerning access by skydiving customers into gated areas for safety and security purposes. This plan must be approved by the Airport Manager.

(e) Camping in tents or recreational vehicles by Lessees or their customers will not be permitted on Airport property.

(f) All skydiving operations shall be conducted in a safe, orderly and proper manner and in strict compliance with all current and future Federal Aviation Regulations (FARs) and USPA's Basic Safety Requirements (BSRs).

12.3 The failure of Lessees to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this lease and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this lease but is merely intended to emphasize the materiality of the provisions in Section 12.

### 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, and any purported assignment without Lessor's consent shall be null and void. 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.

### 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:

Catherine L Kloess and TJP@JAX, Inc. d/b/a The Jumping Place  
Attn: Catherine L Kloess  
5731 18th Street

Zephyrhills, Florida 33542

For the Lessor:

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

Note: For purposes of sending notice to Lessees, a single notice addressed to both Lessees and sent to the above address shall be deemed sufficient notice to both Lessees.

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

Lessees shall be jointly and severally liable for all their obligations under this lease, including but not limited to the obligation to pay rental.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

LESSOR:

LESSEES:

BULLOCH COUNTY BOARD  
OF COMMISSIONERS

TJP@JAX, INC. D/B/A THE JUMPING PLACE

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

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

Attest: \_\_\_\_\_  
Thomas M. Couch, County Manager

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

[SIGNATURES CONTINUED ON NEXT PAGE]

CATHERINE L. KLOESS

By: \_\_\_\_\_  
Catherine L. Kloess

STATE OF GEORGIA  
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1<sup>st</sup> day of March, 2015 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and KP AVIATION LLC; KELLY BROWN, individually; and PHILLIP ROESEL, individually (hereinafter collectively referred to as "Lessee").

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

2. LEASE TERM

The initial term of this lease shall be for a period of ten (10) months, commencing on March 1, 2015 and ending on December 31, 2015. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. 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 thirty (30) 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.

3. RENTAL

Lessee shall pay to Lessor rental of Two Hundred and No/100 Dollars (\$200.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessee may be granted a Ten (10) day grace period to make said monthly rental payments. Lessee will be assessed a late fee of fifteen (15) percent, or Thirty Dollars and No/100 (\$30.00), for exceeding the ten (10) day grace period. The initial rental payment of Two Hundred and No/100 Dollars (\$200.00) due on March 1, 2014 shall be paid prior to Lessee's occupation of the Leased Property.

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

#### 4. SUBORDINATION

This lease is subordinate to Statesboro/Bulloch County's federal and state obligations and all Lessees must comply with current and future federal grant assurances and conditions of state aid. If there is a conflict between the terms of this lease and any federal grant assurances, the grant assurances will take precedence and govern. This lease is also subordinate to all local ordinances and codes.

#### 5. UTILITIES

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

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

#### 6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

6.2 All trade fixtures and trade apparatus owned and installed by the Lessee on the Leased Property shall, subject to Lessor's remedies upon default, remain property of Lessee 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 Lessee 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 Lessee has 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. Lessee assumes the responsibility for general repair and regular maintenance of the Leased Property, whereas Lessor assumes all other responsibilities.

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

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. 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, Lessee shall be responsible for any and all taxes related to Lessee's use of the Leased Property.

9. ENVIRONMENTAL DUE DILIGENCE

During the term of this lease, and any renewals or extensions thereof, Lessee 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. Lessee shall notify Lessor immediately in writing of any environmental accidents or spills. Furthermore, Lessee shall notify Lessor immediately in writing of any threatened or pending environmental actions asserted against Lessee by public or private entities.

10. INDEMNITY AND HOLD HARMLESS

10.1 Lessee 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) Lessee's failure to perform any of its obligations under this lease;
- (b) To the extent attributable to Lessee's 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) Lessee's 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 Lessee, Lessee 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 Lessee shall contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein agreed to indemnify Lessor. Lessee shall further reimburse Lessor upon written demand for any losses, costs or expenses incurred by Lessor in connection with any matter for which Lessee has herein agreed to indemnify Lessor. The provisions of this paragraph shall be in addition to any other rights or remedies Lessor may have against Lessee 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 Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property.

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

11.3 Lessee 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

Lessee 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. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

## 13. ASSIGNMENT AND SUBLETTING

Lessee 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 Lessee. 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 Lessee of its liability to Lessor for all obligations under this lease.

## 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 Lessee:

KP Aviation LLC, Kelly Brown and Phillip Roesel  
622 Pear Orchard Lane  
Statesboro, Georgia 30458

For the Lessor:

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

Note: For purposes of sending notice to Lessees, a single notice addressed to all Lessees and sent to the above address shall be deemed sufficient notice to all Lessees.

17. QUIET ENJOYMENT

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

18. SUCCESSORS AND ASSIGNS

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

19. TIME OF THE ESSENCE

In all instances where Lessee is 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.

[SIGNATURES ON NEXT PAGE]

LESSOR:

BULLOCH COUNTY BOARD  
OF COMMISSIONERS

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

Attest: \_\_\_\_\_  
Thomas M. Couch, County Manager

LESSEE:

KP AVIATION LLC

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

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

KELLY BROWN

By: \_\_\_\_\_  
Kelly Brown

PHILLIP ROESEL

By: \_\_\_\_\_  
Phillip Roesel

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

<b>DEPARTMENT MAKING REQUEST:</b>		<b>MEETING DATE:</b> 12/16/14					
Airport		<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:**  
Work Authorizations for Land Acquisition (WA#5) and T-Hangar Bid & Construction (WA#6)

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:**  
These work authorizations are for the Land Acquisition/T-Hangar construction project at the airport.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT											
PRESENTATION		BUDGETED ITEM?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO		AMENDMENT REQUIRED?	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES													
NO													
YES													
NO													
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		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE 12.10.14	

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

**WORK AUTHORIZATION #5**  
Land Acquisition – Five Tracts  
Statesboro-Bulloch County Airport  
Date: \_\_\_\_\_

**1. Scope of Services.**

The scope of work under this work authorization is for the acquisition of five tracts surrounding the airport.

**A. Basic Services:** None

**B. Special Services:**

1. Land Acquisition Administration. These special services shall include administering sub consultants through the Survey, Appraisal, Review Appraisal, Negotiation and Acquisition of five tracts surrounding the airport.
2. Disadvantaged Business Enterprise Plan: Coordinate with sub-engineer in preparing Disadvantaged Business Enterprise (DBE) Plan for Fiscal Years 2015 through 2017.

**C. Services NOT included in the Contract:**

- Legal services or fees (by Bulloch County)
- Predesign geotechnical or environmental investigations
- Design phase services
- Bidding and Construction Phase Services
- Field or property Surveys
- Resident Project Representation (during construction)
- Quality Assurance Testing (during construction)
- Hazardous waste investigations and certifications

**2. Time of Performance.** 60 calendar days

**3. Basis of Compensation.**

**A. Basic Services.** (none)



**B. Special Services.**

- 1. Land Acquisition Administration: Administer sub consultant services required for the acquisition of five tracts around the airport.
  - a. Surveys Lump Sum \$ 12,210.00
  - b. Appraisals Lump Sum \$ 16,500.00
  - c. Review Appraisals Lump Sum \$ 9,625.00
  - d. Negotiations Lump Sum \$ 19,250.00
- 2. Disadvantaged Business Enterprise Plan: Lump Sum \$ 7,975.00

A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be complete as of the day of billing.

**C. Additional Services.** The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in above, Scope of Services, in accordance with the CONSULTANT'S standard rates.

**D. Premium Rate Adjustment.** Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees as appropriate. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

All work and compensation under this Work Authorization shall be in accordance with the Master Agreement (Contract for Professional Services between Owner and Engineer) dated August 28, 2012, which is incorporated herein by reference.

OWNER:  
BULLOCH COUNTY

ENGINEER:  
W.K. DICKSON & CO., INC.

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

By: [Signature]

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

Title: PRESIDENT/CEO

Date: \_\_\_\_\_

Date: 12/05/14



**WORK AUTHORIZATION #6**

T-Hangar Building – Bid and Construction Phase  
Statesboro-Bulloch County Airport

Date: \_\_\_\_\_

**1. Scope of Services.**

The scope of work under this work authorization includes the bid and construction phases as required by the FAA for construction of a T-hangar building at the Statesboro-Bulloch County Airport.

**A. Basic Services:** Provide Bid and Construction Phase services in accordance with the General Provisions of the Master Agreement.

**B. Special Services:**

1. **Quality Assurance Testing:** Provide quality assurance testing services during construction of all items to better assure that the work conforms to the requirements of the contract documents: This does not include quality control testing or supervision of construction means, methods and procedures, which is the responsibility of the Contractor.

**C. Services NOT included in the Contract:**

- Permit fees
- FAA and FCC nav aids applications
- Changes in approved plans
- Construction Staking or As-Built Surveys
- Resident Project Representation (during construction)
- Hazardous waste investigations and certifications

**2. Time of Performance.** 60 calendar days

**3. Basis of Compensation.**

**A. Basic Services.** Lump Sum \$ 21,014.40

**B. Special Services.**

1. **Quality Assurance Testing** Lump Sum \$ 5,198.60



A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be complete as of the day of billing.

C. **Additional Services.** The OWNER shall pay the ENGINEER for additional services which are not specifically called for in above, Scope of Services, in accordance with the ENGINEER'S standard rates.

D. **Premium Rate Adjustment.** Should OWNER request an accelerated schedule requiring ENGINEER to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees as appropriate. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

All work and compensation under this Work Authorization shall be in accordance with the Master Agreement (Contract for Professional Services between Owner and Engineer) dated August 28, 2012, which is incorporated herein by reference.

OWNER:

ENGINEER:

BULLOCH COUNTY

W.K. DICKSON & CO., INC.

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

By: W. K. Dickson

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

Title: PRESIDENT/CEO

Date: \_\_\_\_\_

Date: 12/05/14



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

DEPARTMENT MAKING REQUEST (Box 1)  <i>Probation/Legal</i>	MEETING DATE (Box 2) <i>December 16, 2014</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	<input type="checkbox"/>
		NO	<input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE (Box 4)  
  
*Approval of Contract by and between Bulloch County and the State Court of Bulloch County for Probation Services*

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)  
  
*In order to comply with statutory requirements and the rules of the County and Municipal Probation Advisory Council, the County must have a contract for the provision of probation services through the County's Probation Department with the State Court of Bulloch County. The attached updated contract includes a provision concerning maintaining appropriate case loads as required by the Council. Approval is recommended.*

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

**APPROVED FOR AGENDA (Box 8)**

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	<i>Op</i>	INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE		DATE	<i>12/8/14</i>	DATE	<i>12.16.14</i>

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

APPROVED	<input type="checkbox"/>	DATE TO BE RETURNED TO AGENDA
DENIED	<input type="checkbox"/>	
DEFERRED	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	
		NOTES

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN  
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND  
THE STATE COURT OF BULLOCH COUNTY**

This Agreement for probation services is entered into this 16<sup>th</sup> day of December, 2014, by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter the "County") and the **STATE COURT OF BULLOCH COUNTY** (hereinafter the "Court").

WITNESSETH:

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-100, the Court authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the Court and in accordance with Georgia law, the County established a probation system as a department of the County's government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

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

1. The County's Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County's Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 503-1-.20 of the County and Municipal Probation Advisory Council (hereinafter the "Council").
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 503-1-.26 of the Council; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.

4. Pursuant to Rule 503-1-.26 of the Council, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and Council policy.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by the Council, in accordance with Rule 503-1-.21(c) of the Council.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall also supervise persons on whom sentences have been imposed by the Court pursuant to O.C.G.A. § 42-8-100(c) and the execution of which may be stayed or suspended upon the completion of the terms of the sentence by the Defendant. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court.
7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.
8. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.
9. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.
10. The County's Probation Department shall provide quarterly probation activity reports to the Court and Council in accordance with Rule 503-1-.28 of the Council.
11. The County's Probation Department shall keep appropriate records in accordance with Rule 503-1-.29 of the Council.
12. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

13. The initial term of this Agreement shall commence upon the date of its adoption, and shall expire on June 30, 2015. Thereafter, this Agreement shall automatically renew for additional one-year terms on July 1, unless either party gives notice to the other party of an intent not to renew at least six (6) months prior to the expiration of the then-current term.

14. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.

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

STATE COURT OF BULLOCH COUNTY

BULLOCH COUNTY BOARD  
OF COMMISSIONERS

By: \_\_\_\_\_  
Gary L. Mikell  
Judge, State Court of Bulloch County

By: \_\_\_\_\_  
Anthony D. Simmons, Vice-Chairman

Attest: \_\_\_\_\_  
Thomas M. Couch, County Manager

EXHIBIT "A"  
FEE SCHEDULE

Intensive Supervision	\$31/month
Supervised Probation	\$31/month
Unsupervised Probation	\$31/month
Georgia Crime Victims Emergency Fund	\$9/month

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

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) December 16, 2014		
Probation/Legal		RESOLUTION ATTACHED? (Box 3)	YES	
			NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approval of Contract by and between Bulloch County and the Superior Court of Bulloch County for Probation Services

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

In order to comply with statutory requirements and the rules of the County and Municipal Probation Advisory Council, the County must have a contract for the provision of probation services through the County's Probation Department with the Superior Court of Bulloch County. The attached updated contract includes a provision concerning maintaining appropriate case loads as required by the Council. Approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	Jha	INITIAL	R
DATE		DATE		DATE		DATE		DATE	12/8/14	DATE	12/10/14

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**AGREEMENT FOR PROBATION SERVICES BY AND BETWEEN  
THE GOVERNING AUTHORITY OF BULLOCH COUNTY AND  
THE SUPERIOR COURT OF BULLOCH COUNTY**

This Agreement for probation services is entered into this 16<sup>th</sup> day of August, 2014, by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter the "County") and the **SUPERIOR COURT OF BULLOCH COUNTY** (hereinafter the "Court").

WITNESSETH:

WHEREAS, with the approval of the County and in accordance with O.C.G.A. § 42-8-100, the State Court of Bulloch County authorized the establishment of a county probation system for the County in July of 2000; and

WHEREAS, pursuant to said order of the State Court of Bulloch County and in accordance with Georgia law, the County established a probation system as a department of the County's government; and

WHEREAS, in order to assure the continued provision of proper and adequate probation services, the parties hereto desire to enter into this Agreement;

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

1. The County's Probation Department shall provide services for the supervision, counseling and collection of Court-ordered fines of probationers assigned to the Probation Department by the Court.
2. Any employee, agent or volunteer who provides any service to offenders or has access to records of the County's Probation Department, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 503-1-.20 of the County and Municipal Probation Advisory Council (hereinafter the "Council").
3. Any person employed by the County as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 503-1-.26 of the Council; provided, however, any person employed as a probation officer by the County as of March 1, 2006 shall be exempt from the college requirements of said rule.

4. Pursuant to Rule 503-1-.26 of the Council, all employees of the County's Probation Department shall submit to a criminal records check in accordance with O.C.G.A. § 35-3-34 and Council policy.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of curriculum approved by the Council, in accordance with Rule 503-1-.21(c) of the Council.
6. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or payments as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The County's Probation Department shall also supervise persons on whom sentences have been imposed by the Court pursuant to O.C.G.A. § 42-8-100(c) and the execution of which may be stayed or suspended upon the completion of the terms of the sentence by the Defendant. The County's Probation Department shall maintain a caseload of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court.
7. All Court-ordered fines, fees, and restitution shall be paid by cash, money order, credit card, or debit card at the discretion of the County's Probation Department. The person making the payment shall be given a computer-generated receipt from the County's Probation Department, which shall list the amount paid and the balance due for that particular case.
8. Persons deemed indigent by the Court shall be supervised at no cost to the offender. For purposes of this provision, the term "indigent" shall mean that the Court, in its discretion, finds that the Defendant is unable to pay any probation fees. The County's Probation Department will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.
9. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.
10. The County's Probation Department shall provide quarterly probation activity reports to the Court and Council in accordance with Rule 503-1-.28 of the Council.
11. The County's Probation Department shall keep appropriate records in accordance with Rule 503-1-.29 of the Council.
12. All fees shall be established by the Court in writing. The County's Probation Department shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

13. The initial term of this Agreement shall commence upon the date of its adoption, and shall expire on June 30, 2015. Thereafter, this Agreement shall automatically renew for additional one-year terms on July 1, unless either party gives notice to the other party of an intent not to renew at least six (6) months prior to the expiration of the then-current term.

14. This Agreement supersedes and nullifies any previous agreements, whether written or oral, between the parties hereto with regard to the subject matter hereof.

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

SUPERIOR COURT OF BULLOCH COUNTY

BULLOCH COUNTY BOARD  
OF COMMISSIONERS

By: \_\_\_\_\_  
William E. Woodrum, Jr.  
Chief Judge, Superior Court of Bulloch County

By: \_\_\_\_\_  
Anthony D. Simmons, Vice-Chairman

Attest: \_\_\_\_\_  
Thomas M. Couch, County Manager

By: \_\_\_\_\_  
F. Gates Peed  
Judge, Superior Court of Bulloch County

By: \_\_\_\_\_  
John R. Turner  
Judge, Superior Court of Bulloch County

EXHIBIT "A"  
FEE SCHEDULE

Intensive Supervision	\$31/month
Supervised Probation	\$31/month
Unsupervised Probation	\$31/month
Georgia Crime Victims Emergency Fund	\$9/month



## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:  Capital Projects/Transportation	MEETING DATE: 12.16.14				
	RESOLUTION ATTACHED?				
	<table border="1" style="float: right; border-collapse: collapse;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;"><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

REQUESTED MOTION OR ITEM TITLE:

Discussion and/or action may be needed for the appropriation of funding and scheduling of dirt-road paving projects, resurfacing projects, road striping projects and bridge repair. The information presented is a follow-up to information presented in prior workshops.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please see attached information.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT				
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO			NO
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED:  All projects are adequately funded in the CIP using primarily SPLOST 2007 funds and GDOT funds.	
PUBLIC HEARING					
CONSENT					
NEW BUSINESS		X			
UNFINISHED BUSINESS					
OTHER					

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	12.10.14
DATE		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	

## 2015 Dirt Road Paving

Colfax Station Rd – 0.56 miles from Miller St Ext. to the cul-de-sac. Approximate bid cost for rock base and plant mix asphalt = \$80,970.00

Miller St. Ext. – 0.75 miles from Friendship Church Rd to end of Colson property. Approximate cost = \$130,911.00

Key Akins Rd – 1.20 miles from Old Riggs Mill Rd to cul-de-sac. Approximate cost = \$209,528.00

R.J. Kennedy Rd – 1.13 miles from Old River Rd to Brooks Hendrix Rd. Approximate cost = \$190,784.

Grand total = **\$612,193.00**

The above cost estimates are based on 6 inches of graded aggregate base (4 inches on Colfax Station) and 1.5 inches of plant mix asphalt.

Historically, the price of Open Graded Cold Mix (OGCM) has been about 70% of plant mix costs. If we chose to do these roads using OGCM the cost would be approximately **\$428,535.00**

**2014 LMIG PROJECT REPORT**

COUNTY / CITY           Bulloch          

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Red Hill Church Rd	Old SR 46	dirt	1.27	90 lbs OGI with 1.25 inch asphalt overlay	\$165,081	Oct 2014
Anderson Rd	Nevils-Daisy Rd	Evans Co.	2.89	1.5 inch asphalt overlay	\$235,422	Oct 2014
Portal-Rocky Ford Rd	Portal City Limits	SR 67/US 25	3.23	90 lbs OGI with 1.25 inch asphalt overlay	\$419,853	Oct 2014
Old Groveland Rd	SR 67	Nevils-Grovel and Rd	3.79	1.5 inch asphalt overlay	\$515,648	Oct 2014
Raintree Ct, Steeping Stone Ct. and Winding Way	SR 24	cul-de-sac	0.70	1.5 inch asphalt overlay	\$62,509	Oct 2014
Sinkhole Rd	New Pavement	SR 46	2.69	90 lbs OGI with 1.25 inch asphalt overlay	\$349,660	Oct 2014

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2015  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: DEC 5, 2014

Name of local government: BULLOCH COUNTY, GA

Address: \_\_\_\_\_

Contact Person and Title: KIRK TATUM COUNTY ENGINEER

Contact Person's Phone Number: 912-764-0127

Contact Person's Fax Number: 912-764-6469

Contact Person's Email: Ktatum@bullochcounty.net

Is the Priority List attached? YES

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, KIRK TATUM (Name), the COUNTY ENGINEER (Title), on behalf of BULLOCH COUNTY (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2015**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Print)  
Mayor / Commission Chairperson  
\_\_\_\_\_(Date)

SEAL:

\_\_\_\_\_  
E-Verify Number

Sworn to and subscribed before me,

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
In the presence of:

NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

**FOR GDOT USE ONLY**

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_ . Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Terry L Gable  
Local Grants Administrator

201<sup>5</sup> LMIG PROJECT REPORT

COUNTY / CITY Bulloch

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Broomstraw Trail	Eldora Rd	Fernwood Rd	0.90	1.5 inch asphalt overlay	\$73,315	April 2015
Fernwood Rd	Meadowbrook Way	cul-de-sac	0.46	1.5 inch asphalt overlay	\$37,472	April 2015
Evergreen Ct	Broomstraw Trl	cul-de-sac	0.05	1.5 inch asphalt overlay	\$4,073	April 2015
Meadowbrook Way	Eldora Rd	Broomstraw Trl	0.27	1.5 inch asphalt overlay	\$21,994	April 2015
Sagebrush Ct	Fernwood Rd	cul-de-sac	0.03	1.5 inch asphalt overlay	\$2,444	April 2015
Summerside Rd	Eldora Rd	Broomstraw Trl	0.27	1.5 inch asphalt overlay	\$21,994	April 2015
Portal Rockyford Rd	US 25	Screven County	5.60	90 lbs OGI with 1.25 inch asphalt overlay	\$727,918	April 2015
Emit Grove Church Rd	SR 67	Brooklet Denmark Rd	3.18	1.5 inch asphalt overlay	\$259,046	April 2015





Roads proposed for re-striping Spring 2015 using local funds:

1. Nevils – Denmark Rd. – 2.54 mi
2. Sandy Creek Farms – 2.0 mi
3. Martin-Lanier Rd – 0.78 mi
4. Mag Davis Rd – 0.51 mi
5. Johnny White Rd – 0.72 mi
6. Twin Forks Rd – 1.59 mi
7. Hightower Rd – 0.78 mi
8. Old Bowen Store Rd – 2.73 mi
9. Pine Inn Rd – 0.5 mi
10. Coley Boyd Rd – 1.21 mi
11. Zell Miller Blvd – 1.13 mi
12. Jimps Rd – 0.65 mi
13. Agri-Business Rd – 0.36 mi
14. Parrish Rd – 2.49 mi
15. Cypress Lake Rd – 7.73 mi
16. Blankenbaker Rd – 1.10 mi
17. Joe Hodges/Lotts Creek Rd – 3.74 mi
18. Old Riggs Mill Rd – 2.54
19. Westside Rd – 11.20 mi
20. Fred Blitch Rd – 3.95 mi
21. Harvey Wilson Rd – 1.46 mi
22. Brannen Rd – 2.31 mi
23. Cypress Lake Dr – 0.78 mi
24. W.D. Peacock Rd – 0.52 mi
25. Lake Collins Rd – 2.29 mi
26. Ben Grady Collins Rd – 2.02 mi
27. Cowboy Way – 0.46 mi
28. Portal-Metter Rd – 3.54 mi
29. Willow Hill Rd – 2.82 mi
30. Jesse Holloway Rd – 0.69 mi
31. Banks Dairy Rd – 5.66 mi
32. Isaac Akins Rd – 3.37 mi
33. Williams Rd – 5.25 mi

34. Friendship Church Rd – 2.94 mi
35. Nessmith Rd – 0.8 mi
36. Miller St Ext – 2.11 mi
37. Simons Rd – 1.12 mi
38. Highpoint Rd – 1.35 mi
39. Turkey Trail – 0.70 mi
40. Skye Dr – 0.8 mi
41. Hodges Cir – 0.61 mi
42. Rolling Woods Sub – 1.5 mi
43. John's Ln – 0.86

Total 92.21mi

DOT funded re-striping:

1. Arcola Rd – 8.35 mi
2. Ash Branch Church Rd – 3.04
3. Metts Rd – 4.0 mi
4. Burkhalter Rd – 10.4 mi from SR 67 to SR 24
5. Clito Rd – 9.38 mi from US 301 to Brooklet-Leafield Rd
6. Brooklet-Denmark Rd – 7.23 mi from SR 67 to Brooklet
7. Old River Rd – 31.41 mi

Total 73.81 mi

Grand Total – 166.02 miles



## BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

**DEPARTMENT MAKING REQUEST:**

Economic Development

**MEETING DATE:** 12.16.14

**RESOLUTION ATTACHED?**

YES	X
NO	

**REQUESTED MOTION OR ITEM TITLE:**

Approve to dispense with the reading and authorize a resolution to establish a Joint Development Authority with Bryan, Chatham and Effingham Counties.

**SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:**

Please find attached a final draft of proposed resolution forming the Savannah-Harbor Interstate 16 Corridor Joint Development Authority. The authorization of the resolution is has been drafted in form with state law and establishes a structure for the organization including appointments and reporting of activities. The creation of this authority serves to enhance regional cooperation for attracting potential large-scale development projects. The actual establishment is subject to passage by the other three counties. Authorization is recommended.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	N	AMENDMENT OR TRANSFER REQUIRED?	YES	N
			NO			NO	
PRESENTATION		<b>ATTACH DETAILED ANALYSIS, IF NEEDED:</b>  No current impact. <i>12.10.14 NB</i>					
PUBLIC HEARING							
CONSENT	<input checked="" type="checkbox"/>						
NEW BUSINESS	<input checked="" type="checkbox"/>						
UNFINISHED BUSINESS							
OTHER							

### AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE		DATE		DATE	12.10.14

### COMMISSION ACTION AND REFERRAL

APPROVED		DATE TO BE RETURNED TO AGENDA:
DENIED		NOTES:
DEFERRED		

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BULLOCH  
COUNTY TO CREATE AND ACTIVATE  
THE SAVANNAH HARBOR-INTERSTATE 16 CORRIDOR  
JOINT DEVELOPMENT AUTHORITY**

**BE IT RESOLVED**, by resolution of the Board of Commissioners of Bulloch County in a public meeting duly assembled, and it is hereby resolved by authority of the same that:

**Section 1.     ACTIVATION OF THE AUTHORITY.** It is hereby declared that there is a need for a joint development authority to function in Bulloch County, Chatham County, Bryan County, and Effingham County. Such authority, to be known as the “Savannah Harbor-Interstate 16 Corridor Joint Development Authority,” is hereby created and activated. Said authority, herein called the “Authority”, shall exercise the powers provided by the provisions of, the Development Authorities Law, codified in the Official Code of Georgia Annotated Title 36, Chapter 62, as the same now exists and as it may be hereafter amended.

**Section 2.     JOINT AUTHORITY.** The Authority is created and activated by this resolution of the governing body of Bulloch County, and by similar resolutions adopted by the respective governing bodies of Bryan County, Chatham County and Effingham County, as a joint authority pursuant to the provisions of GA. L. 1981, p. 1419, as amended, and the Official Code of Georgia Annotated § 36-62-5.1.

**Section 3.     BOARD OF DIRECTORS.**

- (a.) The Authority shall be controlled by a Board of Directors (the “Board”) consisting of eight members. Two members of the Board shall be appointed by the Board of Commissioners for each county. Each member appointed to the Board shall be a taxpayer residing within the County which is making the appointment to the Board. One member of the Board from each county may be a member of the Board of Commissioners of that county. The other member of the Board from each county may be any taxpayer residing within that county who is not a member of the Board of Commissioners.
  
- (b.) The initial eight members of the Board are to be appointed by the Board of Commissioners of each participating county at the first open meeting of such body following its adoption of this resolution, for terms beginning on the date of the first meeting of the Authority following the adoption of this resolution and extending the number of years indicated below opposite each position.

POSITION	INITIAL TERM OF OFFICE	COUNTY MAKING APPOINTMENT
1	2 years	Bryan
2	2 years	Bulloch
3	2 years	Effingham
4	2 years	Chatham
5	4 years	Bryan
6	4 years	Bulloch
7	4 years	Effingham
8	4 years	Chatham

After the initial term, the terms of all members shall be for four years. If at the end of any term of any member, a successor to such member has not been appointed, the member whose term of office has expired shall continue to hold office until his successor is appointed.

(c.) The members shall receive no compensation for their services, but shall be reimbursed for their actual expenses incurred in the performance of their duties. A majority of the members of the Board shall constitute a quorum, but no action may be taken by the Authority without the affirmative vote of a majority of the full membership of the Board. The Board of the Authority shall meet at least quarterly and shall develop an operational business plan for the Authority. The Authority shall provide to the chief elected official of a participating county a copy of the final draft of the operational business plan, as amended, from time to time.

**Section 4. OFFICERS.** The members of the Board shall elect one (1) of their members as chairman and another as vice chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not be, a member of the Board.

**Section 5. AUDITED FINANCIAL STATEMENTS.** The Authority shall provide to the fiscal officer of a participating county an audited financial statement if such audit has been required by the participating county within six months of the end of the previous fiscal year.

**Section 6. FILING WITH SECRETARY OF STATE.** A copy of this resolution shall be filed with the Secretary of State of Georgia.

**Section 7. EFFECTIVE DATE.** This joint and concurrent resolution shall become effective on the date of its adoption by the governing body last adopting the same.

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

By: \_\_\_\_\_  
Garrett Nevil, Chairman, Bulloch County Board of Commissioners

Attest: \_\_\_\_\_  
Clerk, Bulloch County Board of Commissioners

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

<b>DEPARTMENT MAKING REQUEST:</b>	<b>MEETING DATE: 12.16.2014</b>		
Clerk/Sheriff	<b>RESOLUTION ATTACHED?</b>	<b>YES</b>	
		<b>NO</b>	<b>x</b>

**REQUESTED MOTION OR ITEM TITLE:**

To grant alcoholic beverage 2015 renewal licenses for package retail beer and wine, retail beer and wine by the drink, pouring, and farm winery sales to establishments with a current 2014 license.

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

Please see the attached list for recommendations for approvals.

<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>NEW BUSINESS</b>	<b>x</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>YES</b>		<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>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>		<b>INITIAL</b>	<i>12.10.14</i>
<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>		<b>DATE</b>	<i>12.10.14</i>

<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>	

## 2015 ALCOHOL LICENSE – RENEWALS

**RECOMMENDATION: APPROVAL**

**12-16-2014**

### **OFF-PREMISES**

H's Food Mart – Michael & Deborah Hatten

Zip-N-Food #1 & #9 – Suren Suresh Patel, etc.

Tbyrds #2 – Komal Thakore

J&T Minit Mart – Tonya Rollins

Parker's – Kimberly Counterman

M J Jalaram Inc. – Mihir Patel