



**Bulloch County
Board of
Commissioners
Regular Meeting**

**04.07.2015
Estimated Time: 1 Hour & 20 Minutes
North Main Annex Community Room
Statesboro, Georgia
5:30 PM**

Meeting Function:	Board of Commissioners	Type of Meeting:	Regular Meeting
Meeting Chair:	Chairman, Garret Nevil (Presiding)	Recorder:	Clerk of the Board, Olympia Gaines
Parliamentarian:	County Attorney, Jeff Akins	Ex-Officio:	Tom Couch, County Manager; Andy Welch, Assistant County Manager; Whitney Richland, Chief Financial Officer, Randy Newman, Zoning Administrator, Mike Rollins, SBCPRD, Dink Butler, Transportation Director, Kirk Tatum, County Engineer, Kathy Boykin Statesboro Airport Director

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman	5:30 PM	
Invocation and Pledge of Allegiance	Commissioner Gibson	5:32 PM	
Roll Call	Clerk	5:34 PM	
Approval of Zoning Agenda	Planning and Zoning	5:35 PM	
Public Hearing: Text Amendment Request	Bulloch County		Tab A
Public Hearing: Rezone Request	Norman Woodward		Tab B
Public Hearing: Conditional Use Modification	Sandor & Molly Nagy		Tab C
Public Hearing: Conditional Use Request	Durand Deal		Tab D
Public Hearing: Conditional Use Request	Patrick Mock		Tab E
Public Hearing: Rezone Request	Five Chops Development, LLC		Tab F
Public Hearing: Conditional Use Request	Five Chops Development, LLC		Tab G
Public Hearing: Conditional Use Request	Tabby Corporation		Tab H
Public Hearing: Conditional Use Request	Betty Everett		Tab I
Approval of General Business Agenda	Chairman	6:00 PM	
Public Comments	Audience	6:05 PM	
Public Comments from Danny Russell			
Public Comments from Lou Seymour			
Consent Agenda	Chairman	6:15 PM	
Approve Minutes of the Regular Meeting and Executive Session held on March 17, 2015	Clerk of the Board		Tab J
Approval of Sponsorship Agreement with AT&T Mobility LLC	County Attorney		Tab K
Approve appointment of Nelda R. Bishop to the Statesboro-Bulloch County Library Board of Trustees	County Manager		Tab L
Approve the bid from Mr. Jimmy Haire for Right-of-Way Mowing and Spraying of all County maintained paved	Transportation		Tab M



Bulloch County Departmental Review

Transportation Impact				
ITE Trip Generation Rate	<ul style="list-style-type: none"> Trip ends per day cannot be calculated because no information has been proffered regarding the number of fueling stations or building space. 			
2007 Average Daily Trips at Nearest GDOT Traffic Count Stations	<ul style="list-style-type: none"> Burkhalter Road, less than one-mile west from site – 4,450 AADT Bidirectional. 			
Railroads	<ul style="list-style-type: none"> No impact or relevance. 			
Proposed Road Construction Within Development	<ul style="list-style-type: none"> Public roads not required, stub-outs to form a service roads into adjacent lots are recommended 			
Parking	<ul style="list-style-type: none"> Paved on-site parking would be permitted pursuant to the county zoning code. There is no known provision for street parking that has been submitted by the applicant. 			
Functional Classification for Major Access Roads	GDOT Functional Class	Transportation Plan Functional Class	Pavement Condition	Current LOS
<i>Burkhalter Road</i>	Local	Urban Arterial	Fair	C or Better
<i>Pretoria Rushing Rd.</i>	Local	Local	Fair	C or Better
<i>S&S Greenway</i>	Bike-Ped facility; Local	Minor Collector	None	C or Better
Intersection Capacity	<ul style="list-style-type: none"> All current and nearby intersections are in adequate for this level of proposed development. The <i>Bulloch County Transportation Plan</i> calls for a proposed roundabout intersection at this location. 			
Pedestrian Access	<ul style="list-style-type: none"> The project should accommodate pedestrian facilities, but there is not a planned connection to other such paths. The Master Greenways Plan and other planning documents should be consulted to determine connections or improvements. Establishing the beginning of a sidewalk system needs to be part of the development. 			
Impact - Negative	<ul style="list-style-type: none"> A traffic study has not been submitted. LOS may decrease on local and collector roads. Given the scale of the development, road infrastructure and traffic safety are deficient without any mitigation measures by the developer. A traffic study would need to be conducted to determine appropriate mitigation measures. There are planned pedestrian or bikeway connections. 			

Emergency Service Impact			
Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Statesboro)	4 miles, 5-10 minutes response time.	ISO Rating 3	Professional service.
Fire (Brooklet)	5 miles, 10 minutes	ISO Rating 9	Volunteer.



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EMS-Rescue (County)	5 miles, 10-15 minutes response time	(-0.002) EMT / Paramedic deficiency per 1,000 population	Currently only one station county-wide.
Emergency Management (County)	Mutual Aid	Depends on type of disaster.	Emergency Operations and Hazard Mitigation Plans have been updated and are current.
E-911 Communications	5 miles; NA.	No impact.	Street addresses can be easily assigned and identified.
Sheriff (Secondary: County)	5 miles, 10-15 minutes depending on patrolling patterns	NA	Shift of 3 covers 684 square miles
Georgia State Patrol (Triage)	6 mile, 20 minutes depending on patrolling patterns	NA	Post #45 located south of Statesboro on US 301
Impact - Neutral	Response time is likely to be adequate for law enforcement and fire; marginal or inadequate for EMS-Rescue. A site for a future fire or EMS station has been proposed.		

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning		X	
Fiscal-Economic		X	
Public Schools			X
Parks and Recreation		X	
Water-Sewer			X
Solid Waste			X
Environmental		X	
Transportation		X	
Emergency Services			X
Total	0	5	4
Local Impact Findings	<ul style="list-style-type: none"> Project will have an overall negative local impact and the public costs would exceed the benefits. A more innovative master plan for the proposed development that would mitigate or eliminate the negative impacts for projected fiscal deficiencies and any inadequacies public facilities and services would be a better alternative. 		

FINAL STAFF RECOMMENDATION

The subject property appears suitable for development. However, the preference of the Joint Interim Land Use Plan indicates that the larger tract should be master planned.

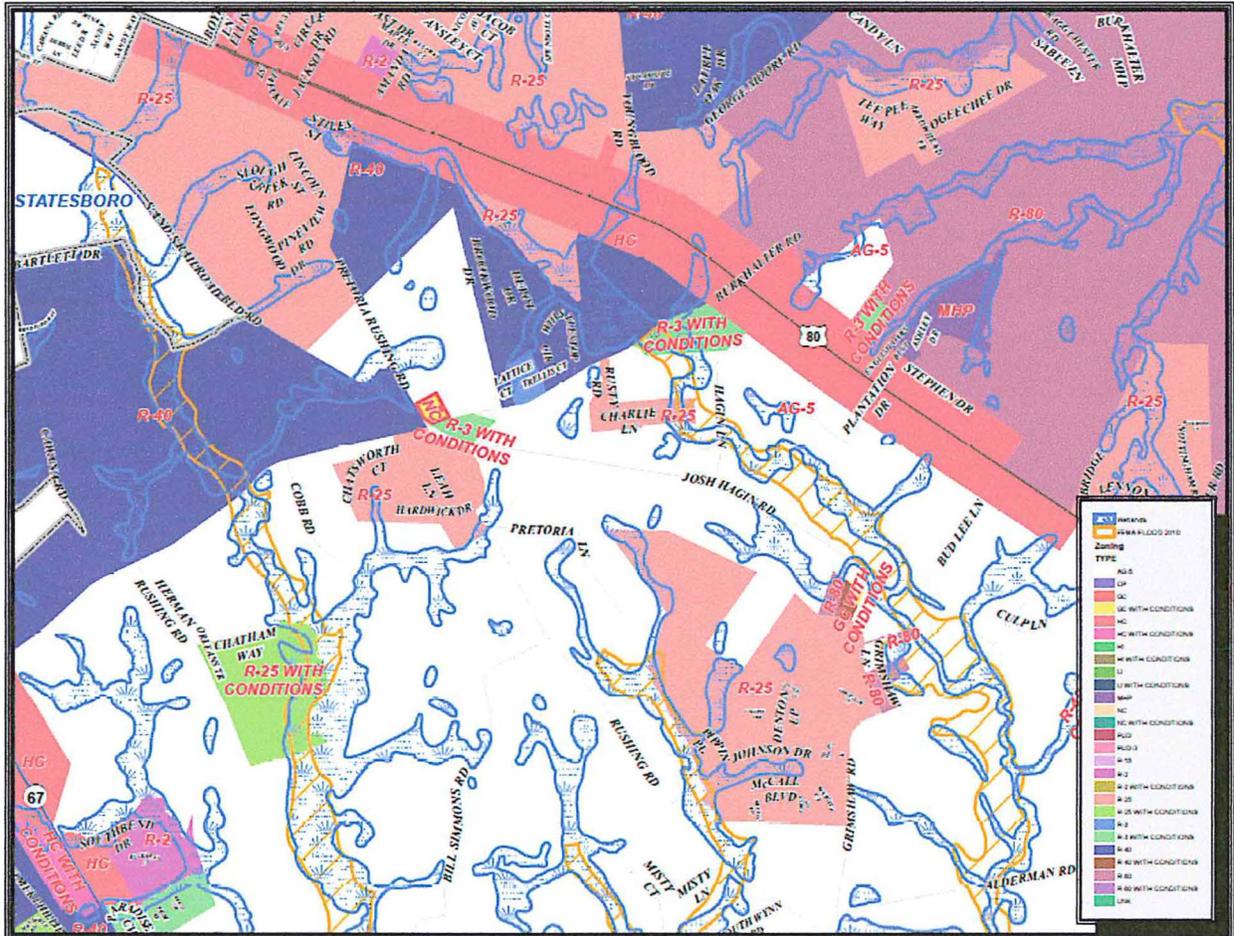
The staff recommends approval of the conditional use request.

Participants

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

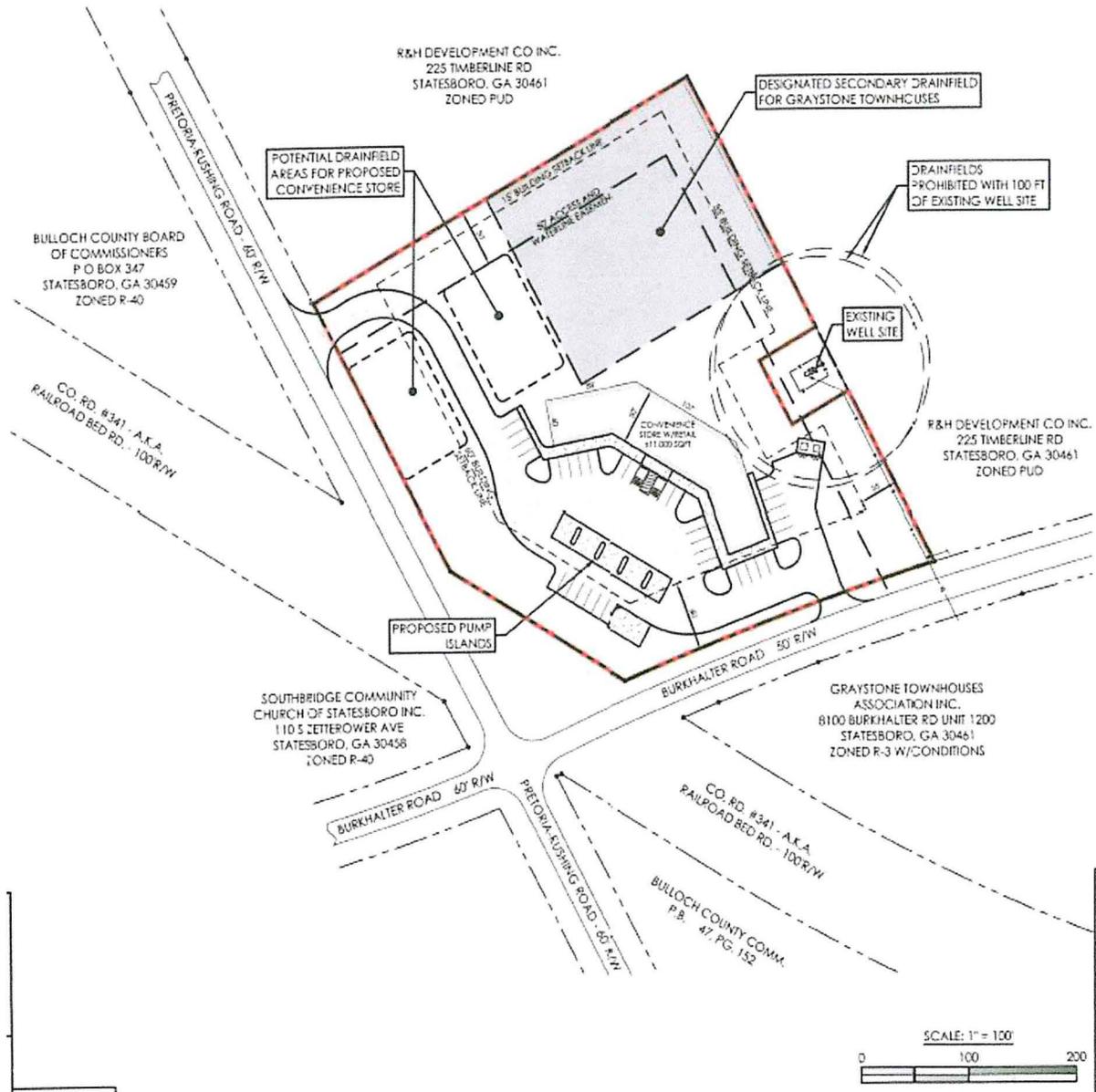


Bulloch County Departmental Review





Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	8	Meeting Date:	April 7, 2015
Application #:	CU2015-013	Application Type:	Conditional Use
Request:	Tabby Corporation submitted an application for a conditional use for a solar power generation facility. The request is for 10 acres of a 26.27 acre parcel located at 923 Lawrence Church Road.		

Applicant:	Tabby Corporation	Total Acres:	26.27
Location:	923 Lawrence Church Road	Acres in Request:	10
Map #:	155 000012 002	Existing Lots:	1
Future Land Use:	Rural-Open Area	Current Zoning:	AG-5
Directions to Property:	Drive South on Highway 67, turn left on Starling Road, turn right on Lawrence Church Road, in 3.1 miles the property is on the right.		
Planning & Zoning Commission Recommendation:	To approve the request by a 6-0 vote.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-open areas.

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



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Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area due to the fact that this is already solar panels on the property.

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

Property Values: property values should not be affected by the proposed use.

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 4.2 miles (response time 14 minutes) from the Bay Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Lawrence Church Road is a County maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 32 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

Since there are already solar panels on the property and the applicant is planning to expand, the subject property appears suitable for the proposed use.



Bulloch County Departmental Review

The staff recommends approval of the conditional use request.

Staff Reminder

"Solar Electric Power Generation: Comprises non-residential establishments primarily engaged in operating solar electric power generation facilities. These facilities use energy from the sun to produce electric energy. The electric energy produced in these establishments is provided to electric power transmission systems or to electric power distribution systems and shall be subject to the following conditions, which may not preclude the imposition of additional conditions:

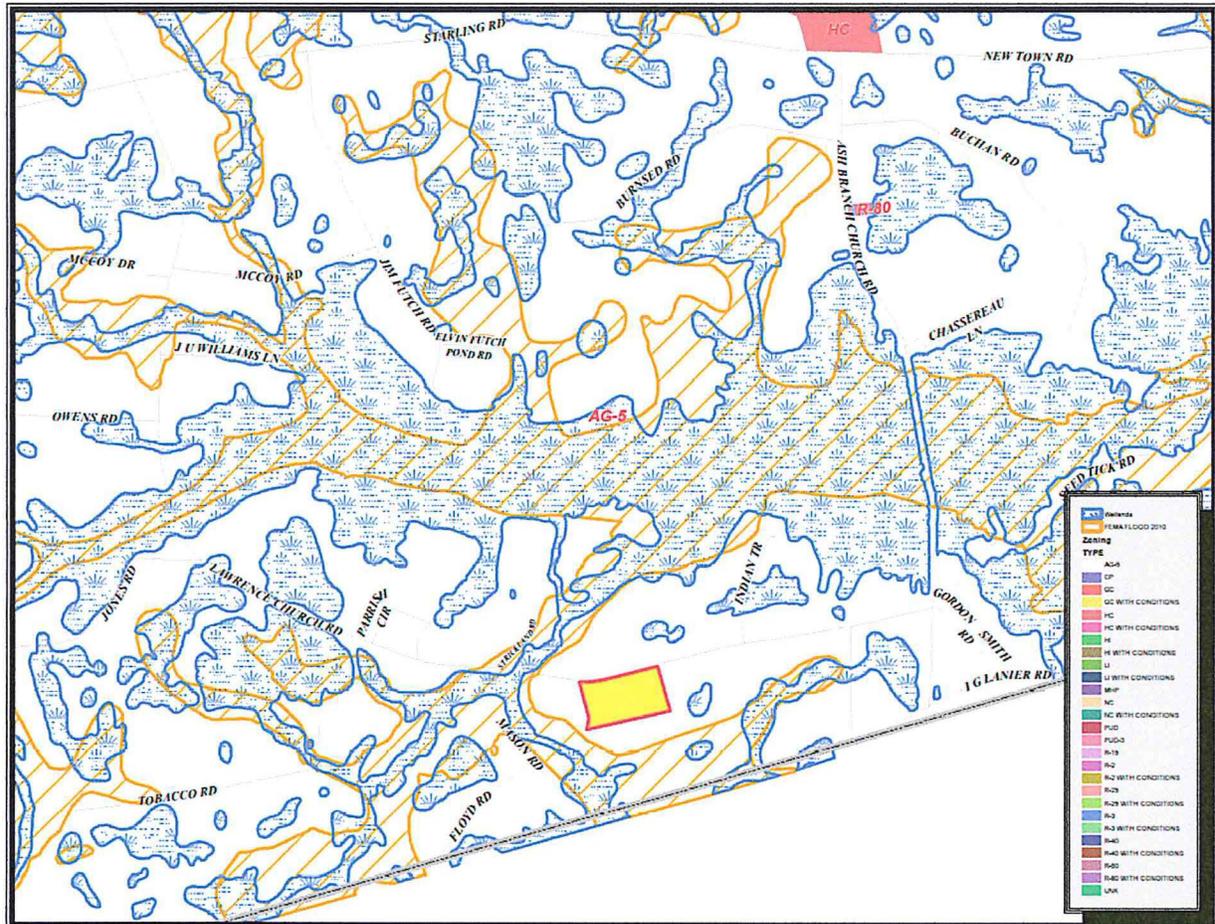
- (1) The developer shall be able to graphically demonstrate to the Zoning Administrator through the use of renderings, photographs or similar credible media that proposed solar collection device or combination of devices shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard. Screening, using fencing and/or vegetative buffers, shall be provided along all sides that do not collect energy to limit the visual impact of the site and to minimize glare issues.
- (2) The developer of any solar collection device or combination of devices shall provide the following documentation to the Zoning Administrator, before land development begins:
 - a) proof of adequate project financing, along with insurance or surety;
 - b) proof of compliance with regard to interconnection requirements with appropriate public utilities or public utilities regulatory agencies;
 - c) a letter from the Georgia Department of Natural Resources that there are no adverse impacts on historical or cultural resources;
 - d) submission of a site plan that meets the requirements of the County Soil Erosion and Sedimentation Ordinance, and most recent edition of the Georgia Storm Water Management Manual; and,
 - e) an approved right-of-way encroachment permit from the County Engineer to ensure adequate roadside access and drainage.
- (3) Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with airport flight patterns.
- (4) Any solar collection device or combination of devices that is not operated for a continuous period of 12 months and for which there are no applications pending for permitted use of the structure at the end of such 12-month period, shall be considered abandoned, whether or not the owner or operator intends to make use of the device(s). The owner of an abandoned solar collection device and the owner of the property where the abandoned solar collection device is located shall be under a duty to remove such device. If such device is not removed within a reasonable time, not to exceed three months, after receipt of notice from the governing authority notifying the owner(s) of such abandonment, the governing authority may remove such device(s) and place a lien upon the property for the costs of removal. The governing authority may pursue all legal remedies available to it to insure that abandoned device(s) are removed. Delay by the governing authority in taking action shall not in any way waive the governing authority's right to take action."

Participants



Bulloch County Departmental Review

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





Bulloch County Departmental Review

Agenda Item:	9	Meeting Date:	April 7, 2015
Application #:	CU2015-014	Application Type:	Conditional Use
Request:	Betty J. Everett submitted an application for a conditional use for a personal care home. The property consists of 5 acres and is located at 550 Holloway Lane.		

Applicant:	Betty J. Everett	Total Acres:	5
Location:	550 Holloway Lane	Existing Lots:	1
Map #:	049A000012 000	Current Zoning:	AG-5
Future Land Use:	Rural-Open Area		
Directions to Property:	Take Hwy 301 South and turn right onto Hwy 46. In Register turn left onto Kennedy Bridge Road. Turn left onto Holloway Lane and driveway will be on right past Holloway Circle.		
Planning & Zoning Commission Recommendation:	To approve the request by a 6-0 vote.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?		X	
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		Plan to use existing home on the property.
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-open area.

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

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area.



Bulloch County Departmental Review

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

Property Values: property values should not be affected by the proposed use.

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 1.8 miles (response time 6 minutes) from the register Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is fair. Holloway Lane is a county maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 18 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.

The staff recommends approval of the conditional use request, with the following conditions:

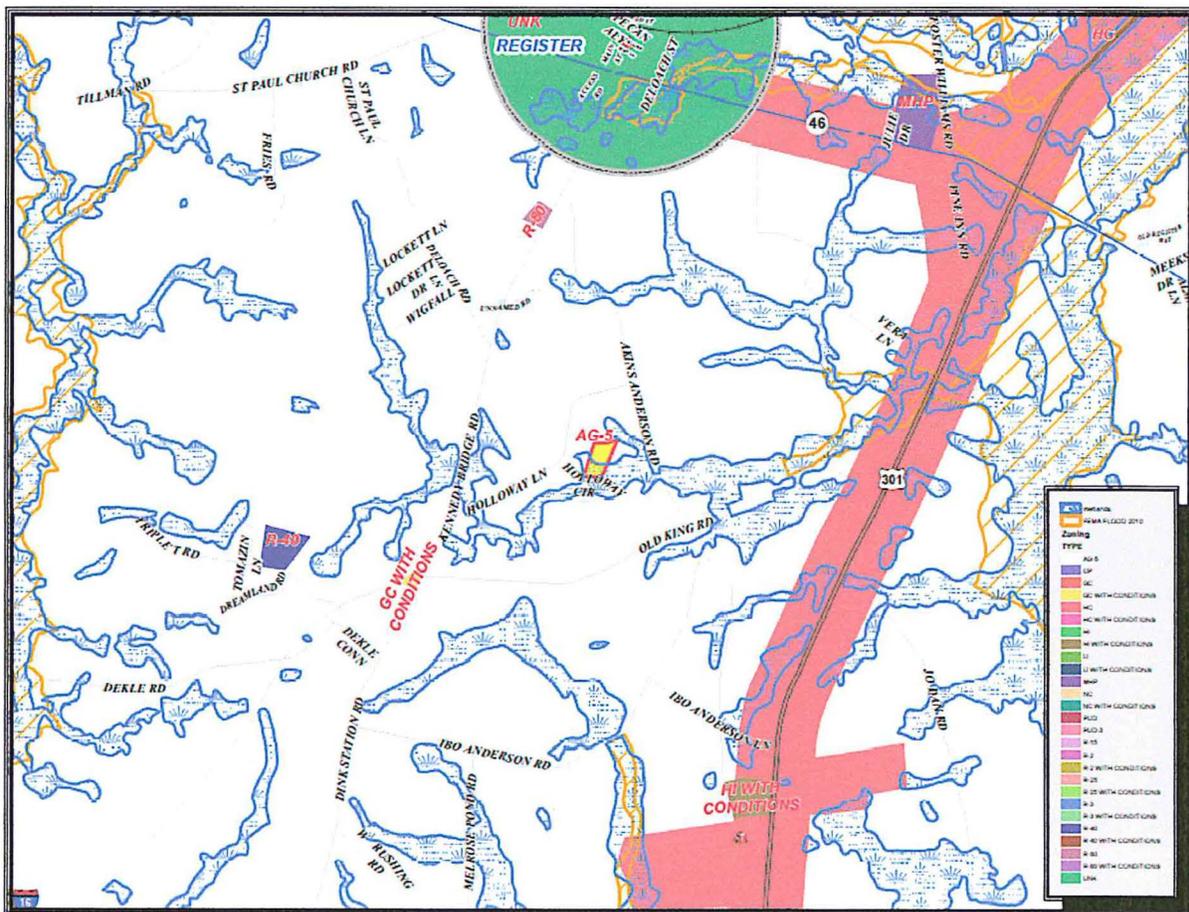


Bulloch County Departmental Review

1. Within 30 days after receiving any of approval by the Board of Commissioners, a verification letter from the applicant by Bulloch County Board of Health shall be delivered to the Zoning Administrator showing that the home has adequate on-site sewerage facilities.
2. Within 60 days after receiving any of approval by the Board of Commissioners, the applicant shall deliver proof of application for registration from the Georgia Department of Human Resources Personal Care Services Unit.
3. Within 30 days after receiving any approval by the Georgia Department of Human Resources Personal Care Services Unit, the applicant shall deliver to the Zoning Administrator proof of such approval.
4. No building permit for expansion of capacity within the current principal structure shall be permitted without appropriate zoning approval. A building permit for any accessory structure must meet the standards of the county zoning code.
5. Any action by the applicant that results in the ceasing of permitted business activities related to the family personal care home for six consecutive months or more, whether reported on unreported, shall be cause for expiration of the conditional use permit.

Participants

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



March 17, 2015
Statesboro, GA

Regular Meeting

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

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge. The following staff was present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Public Safety Director Ted Wynn, Statesboro Bulloch County Parks and Recreation Director Mike Rollins, Purchasing Manager Faye Bragg, Chief Accountant Kristie King, Management Analyst Cindy Steinmann, Solid Waste Director Fred White, County Engineer Kirk Tatum, Transportation Director Dink Butler, and Tax Commissioner James Deal.

After Roll Call, Chairman Nevil asked for changes or modifications of the General Agenda. Mr. Couch asked to modify the agenda by adding an Executive Session after Commissioners and Staff comments for the purpose of discussing or deliberating on a personnel matter as provided in O.C.G.A. § 50-14-3(b)(2). Commissioner Gibson offered a motion to approve the General Agenda with the modification. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Thompson, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Chairman Nevil asked for public comments from the audience at large or in writing. Hearing none, he stated the next item on the agenda was a presentation by the Statesboro Development Authority on City Tax Allocation Districts. Mr. Jonathan Gelber, Senior Consultant with Bleakly Advisory Group, explained that the City of Statesboro had approved a City of Statesboro Tax Allocation District (TAD) #1 (South

Main Redevelopment) in December 2014 and is asking the County to participate with the City of Statesboro in the TAD by pledging property tax increments from properties in the TAD in order to attract new development to downtown Statesboro.

He stated the South Main TAD Boundary includes 630 parcels with 899 acres. Mr. Gelber reported that in 2014 the property included in the TAD had a taxable value of \$35.9 million, which was 2.1 % of the value of Bulloch County's tax digest. He stated the main goals included the following: (1) to upgrade and enhance the South Main Street corridor; (2) to encourage the private redevelopment of outmoded, highway-oriented commercial development into pedestrian-friendly, mixed-use centers; and (3) to achieve the vision set forth in the 2011 Statesboro Downtown Master Plan and 2009 and 2014 Comprehensive Plans.

Mr. Gelber reviewed potential benefits from the TAD to include: (1) an improved gateway into downtown Statesboro; (2) implementation of the "Blue Mile" concept of streetscape, sidewalk and civic enhancement; (3) improved transportation infrastructure, sidewalks, and streetscapes; (4) enhanced quality of life for residents, workers, visitors, and students; (5) increased opportunities for economic activity within Statesboro and Bulloch County; (6) improved housing options, commercial buildings and public space; (7) redevelopment of blighted and vacant structures; (8) higher property values and property tax revenues for Statesboro, Bulloch County and Bulloch County Schools; (9) increased sales taxes (LOST, SPLOST, and E-SPLOST), and increased retail activity.

He stated that the County will continue to receive funds from current property tax revenue from properties within the TAD and TAD spending will catalyze new investment in the TAD area resulting in an estimated increase of 5%-10% per year versus current annual growth of 3%. Mr. Gelber stated funds received from current property tax revenues will continue to flow to the County's General Fund. Revenue received from incremental property taxes from new development and future growth inside the TAD District will flow to the TAD and can be used to pay for public projects within the TAD district either directly or with leveraged financing. Chairman Nevil asked if the growth period was between 10-25 years. Mr. Gelber stated they have authorized it up to 25 years, but that typically, depending upon the growth, you terminate the TAD sooner than 25 years. Mr. Couch asked what assumptions have been made about where the

development will occur in the TAD area over the next 5-10 years. Mr. Gelber stated they looked at the Downtown Redevelopment Plan and took a closer look at properties with a high vacancy rate or that had redevelopment potential. He stated they found seven areas where there could be redevelopment based on the demand estimates. Chairman Nevil thanked Mr. Gelber for his presentation.

Chairman Nevil stated the next item on the agenda was a presentation on the FY 2014 audit by Mr. Richard Deal of the accounting firm of Thigpen, Lanier, Westerfield & Deal. Mr. Deal briefly discussed the financial highlights and recommendations of the FY 2014 audit.

Chairman Nevil stated the next item on the agenda was a FY 2016 Budget Orientation by Mr. Couch. Mr. Couch stated the unreserved fund balance in the general fund is currently just under \$4.9 million and has dropped from \$7.9 million four years ago. Mr. Couch explained that this decrease in the fund balance may create problems with cash flow in the earlier part of the fiscal year, particularly in the fall before the collection of property taxes. He stated there is a chance to close with a balanced budget for FY 2015, but the County will need a soft landing in terms of expenditures, and this has to be conveyed to the various departments.

Mr. Couch stated some of the structural budget issues and challenges, such as the constriction of sale tax revenues, don't allow the County to complete some of the initiatives the County wants to undertake to help lower operating costs. Those constrictions further challenge the County's ability to meet its needs as well as to replenish capital stock and meet the needs of infrastructure. Demands for services continue to rise, but revenues are not keeping up to meet those demands for services. Also as a result of the demand for services, the County will need to deal with potential labor cost issues. Mr. Couch estimated that there are about six internal departments that will need employees to meet the demand for services. He stated in the future, the County will need to go to a performance-based approach in regards to pay in order to create an environment where the County is competitive, but he also does not want to reward mediocre employees.

Mr. Couch stated they are considering some changes in fund accounting and budgeting. One change included creating a fund for services provided for the

unincorporated residents. Another example would be to bring the recreation fund activities into the general fund. He proposed having each agency and department come before the Board to discuss both revenue and expenditure items in their budgets.

Chairman Nevil thanked Mr. Couch for his presentation and stated the next item on the agenda was to approve the Consent Agenda as follows: (1) approve the minutes from the Regular Meeting held on March 3, 2015; (2) approve an alcohol beverage license for package retail beer and wine sales to Saishri Inc (Himanshu and Avenika Patel) for Chevron Food Mart located at 9651 Highway 301 South (See Exhibit #2015-022); (3) approve purchase of five new 30 yard capacity roll off containers from Lewis Steel Inc. per bid specifications and results (See Exhibit #2015-023); (4) approve sealed bid package of \$11,412 to Whitfield Signs for LED message sign board at Mill Creek Park (See Exhibit #2015-024). Without further 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, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

With no items of Old or Unfinished Business, Chairman Nevil stated that the first item of New Business was the discussion and/or action to approve a contract with Peek Pavement Marking, LLC for \$124,750 for re-striping on approximately 92 miles of various county roads. Commissioner Gibson offered a motion to approve a contract with Peek Pavement Marking, LLC for \$124,750 for re-striping on approximately 92 miles of various county roads (See Exhibit #2015-025). Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments or statements from the commissioners and staff. The commissioners thanked everyone for their attendance, thanked staff for all their hard work, thanked Mr. Gelber, Mr. Deal, and Mr. Couch for their presentations, and thanked Mrs. Richland and the finance department for their hard work and dedication in ensuring the integrity of the financial process for the County. Mr. Couch congratulated Commissioner Gibson on his new grandchild and Commissioner

Thompson on his 47th wedding anniversary. Mrs. Gaines reminded commissioners of the upcoming event with Archie Manning and to RSVP if attending. Mrs. Richland thanked everyone for their support, and she stated she as well as other members of the finance department are available to answer any questions if needed.

Hearing no further comments from the Board or Staff, Chairman Nevil stated that there was no further business expected for the open session of the regular agenda and the Board must close the meeting and enter into Executive Session to discuss Personnel Matters. Chairman Nevil called for a motion to adjourn into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3 (b) (2) and other applicable laws, pursuant to the advice of County Attorney Jeff Akins, for the purpose of discussing and deliberating on Personnel Matters. Without further discussion, Commissioner Ethridge offered a motion to adjourn and enter into Executive Session to discuss and deliberate on Personnel Matters (See Exhibit #2015-026). Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

The meeting was reconvened, and Chairman Nevil asked if there were any further comments from the commissioners or staff. Hearing no further comments from the commissioners or staff, Chairman Nevil asked for a motion to adjourn. Commissioner Simons offered a motion to adjourn the meeting. Commissioner Mosley seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Simmons, Commissioner Mosley and Commissioner Ethridge voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: _____

Olympia Gaines, Clerk of the Board

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

DEPARTMENT MAKING REQUEST (Box 1)		MEETING DATE (Box 2) April 7, 2015		
Recreation/Legal		RESOLUTION ATTACHED? (Box 3)	YES	
			NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approval of Sponsorship Agreement with AT&T Mobility, LLC

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

In accordance with the attached agreement, AT&T Mobility, LLC has agreed to pay \$4,000 in consideration for certain sponsorship rights through the Recreation Department. Due to the time-sensitive nature of this agreement, it was necessary for the County Manager to sign the agreement subject to ratification by the Commissioners. 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	Jpa	INITIAL	[Signature]
DATE		DATE		DATE		DATE		DATE	3/19/15	DATE	3.31.15

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

March 19, 2015

AT&T Mobility LLC, a Delaware limited liability company, on behalf of itself and its operating AFFILIATE(S), (hereinafter "AT&T") and Bulloch County Georgia d/b/a Statesboro-Bulloch County Parks and Recreation, a governmental entity in the state of Georgia, located at: P.O. Box 408, Statesboro, GA 30459 ("SBCPR"), enter in to this agreement ("AGREEMENT") for a sponsorship of the Statesboro-Bulloch County Parks and Recreation. SBCPR, and AT&T, each of which may be referred to in the singular as "PARTY" or in the plural as "PARTIES", agree to the following:

1. Definitions:

- 1.1. "AFFILIATE(S)" means an entity that controls, is controlled by, or is under common control with, a PARTY or third party, now known or hereafter in the future during the TERM. For purposes of this definition, AT&T Inc. is not an AFFILIATE of AT&T.
- 1.2. "AT&T MARKS" shall mean the trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned, controlled or used by AT&T or its AFFILIATE(S).
- 1.3. "LAW(S)" shall mean all applicable laws, including but not limited to all federal, state, and local statutes, ordinances, regulations, orders, codes, decrees, judgments, decisions of any governmental agency or court, regardless of origin, type or jurisdiction.
- 1.4. "MARK(S)" means SBCPR MARKS, AT&T MARKS, and individually and collectively the corporate brand, trademarks, copyrights, trade names, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned or used by a PARTY or third party.
- 1.5. "THIRD-PARTY INCLUSION" shall be defined as the right to incorporate any third-party identification, trademarks, service marks, services, products, or other defining characteristics of retailers, distributors, vendors and/or device manufacturers in or with AT&T's promotional materials.
- 1.6. "SBCPR MARKS" shall mean those trademarks, copyrights, trade names, brands, service marks, trade dress, logos, slogans, emblems, logotypes, insignia, designs, mascots and other intellectual property rights owned, controlled or used by SBCPR or its AFFILIATE(S). SBCPR MARKS available for use by AT&T are provided in Attachment C.
- 1.7. "SPONSORSHIP RIGHTS" shall mean AT&T's rights and benefits outlined in Attachment A.

2. Term and Exclusive Negotiation Period:

- 2.1. This AGREEMENT is effective on February 15, 2015 ("EFFECTIVE DATE") and expires on December 31, 2015 ("TERM").

3. Promotion Rights and Sponsorship Rights:

- 3.1. SBCPR grants and licenses the SPONSORSHIP RIGHTS to AT&T.
- 3.2. SBCPR further grants AT&T the right and license to exercise THIRD-PARTY INCLUSION in or with any use of promotional materials associated with SBCPR MARKS, the Statesboro-Bulloch County Parks and Recreation and the SPONSORSHIP RIGHTS.
- 3.3. Except as otherwise specifically set forth in Attachment A hereto:
 - 3.3.1. SBCPR shall grant AT&T the SPONSORSHIP RIGHTS for the TERM.
 - 3.3.2. All SPONSORSHIP RIGHTS provided to AT&T are AT&T's rights but not AT&T's obligations.
 - 3.3.3. SBCPR shall be solely responsible for and shall bear all costs associated with the initial design, installation, preparation and maintenance of promotions, displays, advertisements and signage provided under this AGREEMENT. AT&T shall bear all costs associated with any modifications to such promotions, video spots, displays, and advertisements and signage during the TERM.

4. Designations and Social Media:

- 4.1. AT&T shall receive official designations as outlined in Attachment C ("DESIGNATIONS"), attached hereto and incorporated by reference in to this AGREEMENT, and any other designations mutually agreed to by the PARTIES. SBCPR grants AT&T the right and license to exercise THIRD-PARTY INCLUSION in or with any use of DESIGNATIONS.
- 4.2. AT&T has permission to publicize news of this AGREEMENT in its traditional and social media channels on a frequency/schedule agreed to by both PARTIES. SBCPR will agree to support traditional media outreach and share social content on its social channels on a frequency/schedule agreed to by both PARTIES.

Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

5. Representations and Warranties:

- 5.1. SBCPR represents and warrants:
 - 5.1.1. That it has the power and authority to enter into this AGREEMENT and that this AGREEMENT is binding. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATE(S) to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
 - 5.1.2. It shall comply with all LAW(S) that are in any way associated with SBCPR's performance of its obligations under this AGREEMENT.
 - 5.1.3. The execution, delivery, and performance of this AGREEMENT by SBCPR does not and will not result in any violation of any LAW(S).
 - 5.1.4. For all materials and content provided by or on behalf of SBCPR to AT&T under this AGREEMENT, SBCPR has obtained all permissions and licenses for AT&T to use such materials and content, including but not limited to AT&T's use in social media posts.
 - 5.1.5. There are no contracts, obligations, agreements or understandings with anyone restricting or preventing:
 - 5.1.5.1. SBCPR from performing the obligations contained in this AGREEMENT; or
 - 5.1.5.2. AT&T from using or enjoying its rights under this AGREEMENT.
 - 5.1.6. SBCPR is the sole record, legal and beneficial title holder of, or otherwise has sufficient rights in the SBCPR MARKS and has the legal right to license the SBCPR MARKS to AT&T for use in accordance with this AGREEMENT.
- 5.2. AT&T represents and warrants:
 - 5.2.1. It has the power and authority to enter into this AGREEMENT, execute, deliver, and perform the AGREEMENT, require its AFFILIATES to take certain action as required by this AGREEMENT, and consummate the transactions contemplated herein.
 - 5.2.2. There are no contracts, obligations, agreements or understandings with anyone restricting or preventing:
 - 5.2.2.1. AT&T from performing the obligations contained in this AGREEMENT; or
 - 5.2.2.2. SBCPR from using or enjoying its rights provided by AT&T under this AGREEMENT.

6. Rights Fees:

- 6.1. AT&T agrees to pay \$4,000 to SBCPR "RIGHTS FEES" for the rights and benefits described hereunder as follows:

Year	RIGHTS FEES	INVOICE DATES
2015	\$2,000	May 1, 2015
2015	\$1,000	August 1, 2015
2015	\$1,000	October 1, 2015

- 6.2. SBCPR agrees to submit invoices for RIGHTS FEES on or in advance of all INVOICE DATES in accordance with the schedule set, as follows:

To: AT&T
 1025 Lenox Park Blvd, Suite 3A43
 Atlanta, GA 30319
 Attention: Tina Mangold – Regional Sponsorship Manager

- 6.3. Payment shall be due by AT&T the later of sixty (60) days after the INVOICE DATES or AT&T's receipt of the invoices (the later date being the "DUE DATE"), subject to the following:
 - 6.3.1. If the DUE DATE falls on a Saturday, Sunday or holiday, the RIGHTS FEE will be issued the following business day.
 - 6.3.2. It may take two to three (2-3) business days after the DUE DATE for the RIGHTS FEE to clear AT&T's bank and to be issued to SBCPR.
- 6.4. Invoices received by AT&T more than six (6) months after the INVOICE DATES are untimely and AT&T has no obligation to pay such invoices.

7. Taxes:

- 7.1. The RIGHTS FEES shall include all taxes except applicable sales taxes imposed upon the right to use all the rights and benefits furnished under this AGREEMENT, which taxes AT&T will pay to SBCPR provided they are added to the RIGHTS FEES as separate items on and at the time the applicable invoice is submitted by SBCPR. The foregoing notwithstanding, SBCPR will not invoice AT&T for taxes

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where AT&T provides SBCPR with an appropriate exemption certificate. AT&T shall have the right to require SBCPR to contest, at AT&T's expense, any taxes that AT&T deems improperly levied. SBCPR agrees to pay, and to hold AT&T harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of SBCPR, for any reason, to pay any tax or file any return or information required by LAW, rule or regulation or by this AGREEMENT to be paid or filed by SBCPR.

- 7.2. SBCPR must supply AT&T with a valid taxpayer identification number and a completed IRS Form W-9 prior to receiving compensation. If applicable, an IRS Form 1099 will be issued to SBCPR each calendar year for the aggregate value of cash and non-cash compensation received during that calendar year.

8. Intellectual Property:

- 8.1. Subject to the terms and conditions hereunder, each PARTY hereby grants to other PARTY a revocable, non-exclusive, non-transferable, royalty free, fully paid up license during the TERM to use each other's MARKS in connection with this AGREEMENT, as approved by the licensor PARTY solely for the uses and as provided hereunder. A high standard of quality for the MARKS shall be maintained and all uses of the licensor PARTY's MARKS shall conform to the standards set by the licensor PARTY. Licensee PARTY acknowledges and agrees that maintaining the goodwill associated with the MARKS is of substantial importance to the licensor PARTY. All use of the respective licensor PARTY's MARKS and the goodwill generated thereby shall inure to the benefit of the licensor PARTY.
- 8.2. Each PARTY agrees that neither will create a combination MARK consisting of one or more of the other PARTY's MARKS and that all uses of the MARKS will be consistent with the licensor PARTY's standards, graphic guidelines and layout arrangements. Any use of the MARKS that is inconsistent with any terms hereof shall be grounds for immediate cancellation of authorization to use the MARKS. Neither PARTY has the right to register any MARK of the other PARTY or any confusingly similar MARK as a corporate or trade name, domain name, trademark or service mark in any country or territory.
- 8.3. The PARTIES hereby acknowledge each other's rights and interests in their respective MARKS and agree not to claim any right, title or interest in or to the other PARTY's MARKS or to, at any time, challenge or attack the other PARTY's rights in or to its MARKS for any reason whatsoever or assist any third party in so doing. Except as otherwise permitted in this AGREEMENT, no PARTY can use the MARKS of the other PARTY without approval per Section 9. The PARTIES acknowledge that they have no right, title or interest in each other's MARKS, promotional materials or otherwise, and agree that neither PARTY will claim any, in or to any of the other's MARKS or promotional materials, including without limitation advertising and merchandising, produced by the other PARTY hereunder.
- 8.4. If at any time during the TERM, AT&T changes the AT&T MARKS (e.g. corporate name, brand or names of PRODUCTS), both PARTIES will use the new AT&T MARKS in exercising all rights and benefits provided herein.

9. Approval Process:

- 9.1. Each PARTY will submit to the other PARTY for written approval, no less than ten (10) business days prior to anticipated use, any use whatsoever of the other's MARKS, including without limitation in promotional materials, advertisements, banners, etc. in connection with the Statesboro-Bulloch County Parks and Recreation, SPONSORSHIP RIGHTS, and/or DESIGNATIONS
- 9.2. All written requests for consent to use the AT&T MARKS shall be made through one of the following:
- 9.2.1. Directly www.brandcenter.att.com or as otherwise directed by AT&T ("BRAND CENTER WEBSITE") if SBCPR is granted access;
- 9.2.2. AT&T's designated account manager for this AGREEMENT who will submit through the BRAND CENTER WEBSITE or;
- 9.2.3. AT&T's designated agent who has been granted access to and will submit through the BRAND CENTER WEBSITE.
- 9.3. Notwithstanding the foregoing, AT&T shall have no obligation to obtain approval from SBCPR for use of any promotional materials that incorporate SBCPR MARKS when such promotional materials are used in internal AT&T corporate communications to AT&T employees or agents.
- 9.4. Notwithstanding any other provisions of this AGREEMENT, if approval is required under this Section, no use may be made by one PARTY of the other PARTY's MARKS without the other PARTY's prior written approval. If, however, after ten (10) business days, the receiving PARTY fails to respond to the request to use the receiving PARTY's MARKS, such approval shall be deemed approved.
- 9.5. Any approval obtained in this AGREEMENT shall not be unreasonably withheld by either PARTY.

10. Indemnity:

- 10.1. SBCPR shall at all times defend, indemnify and hold AT&T, its parent(s), directors, officers, employees,

Proprietary Information

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AFFILIATE(S) and successors (including, without limitation, advertising and merchandising agencies) and employees harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees, if any), arising out of:

- 10.1.1. any breach or alleged breach by SBCPR of any warranty, representation, obligation or agreement made by SBCPR herein;
 - 10.1.2. any negligent acts, acts of intentional misconduct, or non-performance;
 - 10.1.3. the death of or injury to any individual at an event or at or around the venue holding an event;
 - 10.1.4. resulting from any use of SBCPR MARKS when such use of SBCPR MARKS has been expressly or impliedly approved by SBCPR; or
 - 10.1.5. the exercise by AT&T of any rights granted hereunder.
- 10.2. AT&T shall at all times defend, indemnify and hold SBCPR, its parent(s), directors, officers, employees, AFFILIATE(S) and successors (including, without limitation, advertising and merchandising agencies) and employees harmless from and against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees, if any), arising out of:
- 10.2.1. any breach by AT&T of any warranty, representation, obligation or agreement made by AT&T herein;
 - 10.2.2. any negligent acts, acts of intentional misconduct, or non-performance
 - 10.2.3. resulting from any use of AT&T MARKS when such use of AT&T MARKS has been expressly or impliedly approved by AT&T; or
 - 10.2.4. the exercise by SBCPR of any rights granted hereunder.

11. Insurance:

- 11.1. With respect to SBCPR's performance under this AGREEMENT, and without limiting any of its other obligations or liabilities, SBCPR shall at its sole cost and expense maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by LAW:
- 11.1.1. at all times during TERM and until expiration or early termination of this AGREEMENT, whichever is later, and with respect to any coverage maintained for two (2) years following the TERM (if a "claims-made" policy is maintained, the retroactive date must precede the EFFECTIVE DATE);
 - 11.1.2. procure the required insurance from an insurance company eligible to do business in the State or States in which certain rights and benefits are to be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, or as an alternative SBCPR may obtain the required insurance through participation in the Association County Commissioners of Georgia-Interlocal Risk Management Agency ("ACCG-IRMA"), an inter-local risk management agency for counties established and operating in accordance with Georgia law; and
 - 11.1.3. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. SBCPR shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days (ten (10) days for non-payment of premium) advance written notice of cancellation, non-renewal, or material reduction in coverage, terms or limits to AT&T. SBCPR shall deliver such certificates prior to execution of this AGREEMENT, prior to expiration of any insurance policy required in this Section, and for any coverage maintained on a "claims-made" policy, for two (2) years following the TERM.
- 11.2. The PARTIES agree:
- 11.2.1. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of SBCPR's liability to AT&T under this AGREEMENT;
 - 11.2.2. that the insurance required under this AGREEMENT does not represent that coverage and limits will necessarily be adequate to protect SBCPR;
 - 11.2.3. SBCPR may meet the required insurance coverage's and limits with any combination of primary and umbrella/excess liability;
 - 11.2.4. SBCPR is responsible for any deductible or self-insured retention; and
 - 11.2.5. that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to additional insured(s).
- 11.3. The insurance coverage required by this Section includes:
- 11.3.1. Workers' compensation insurance with benefits afforded under the laws of the state in which certain rights and benefits are to be performed and employers liability insurance with minimum limits of one million dollars (\$1,000,000) for bodily injury-each accident; one million dollars (\$1,000,000) for bodily injury by disease-policy limits and one million dollars (\$1,000,000) for bodily injury by disease-each employee (in Ohio, Washington, North Dakota or Wyoming, stop gap employers liability limits not less than one million dollars (\$1,000,000) each accident or disease will be added);

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- 11.3.2. Commercial general liability insurance covering bodily injury and property damage with minimum limits of: one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate ; one million dollars (\$1,000,000) per incident for personal injury and advertising, two million dollars (\$2,000,000) products/completed operations aggregate and fire legal liability of three hundred thousand dollars (\$300,000);
 - 11.3.3. Automobile liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limits per accident for bodily injury and property damage, which coverage shall extend to all owned, hired, and non-owned vehicles;
 - 11.4. SBCPR shall provide for AT&T, its AFFILIATES, officers, agents, and employees:
 - 11.4.1. to be included as an additional insured for premises/operations and products/completed operations with primary and non-contributory applicable to any insurance or self-insurance on the commercial general liability and umbrella liability policies);
 - 11.4.2. to be included as additional insured on automobile liability; and
 - 11.4.3. to be provided waivers of subrogation on all required coverage's to the greatest extent available under LAW.
 - 11.5. Each PARTY shall waive rights of recovery against the other PARTY.
- 12. Limitation of Liability.** Except with respect to claims based on the indemnity, infringement, and confidentiality obligations set forth in this AGREEMENT, neither PARTY will be liable for consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this AGREEMENT regardless of whether such liability arises from breach of contract, tort or any other theory of liability. AT&T's participation and responsibility under this AGREEMENT is limited solely to the role of a sponsor and AT&T shall have no responsibility or liability whatsoever outside of that responsibility including the safety of SBCPR'S facilities or the operations for which/where any event(s) take place. Moreover, AT&T's total liability shall be limited to total amounts paid under this AGREEMENT.
- 13. Termination Rights:**
- 13.1. **Breach.** In addition to all rights and remedies available under applicable LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the right, but not the obligation, to terminate the AGREEMENT if SBCPR breaches any provision of this AGREEMENT and such breach is not cured within ten (10) days after receiving written notice of such breach.
 - 13.2. **Other Termination Events.** In addition to all rights and remedies available under the LAW and this AGREEMENT, including but not limited to the right to seek specific performance, AT&T shall have the automatic right, but not the obligation, to terminate this AGREEMENT in its entirety and without providing any cure opportunity by providing written notice to SBCPR in the following situations:
 - 13.2.1. SBCPR's executive(s), manager(s), employees or any persons associated with SBCPR, the Statesboro-Bulloch County Parks and Recreation, and AT&T's rights and benefits described is arrested or charged with a criminal offense involving moral turpitude or fraud or engages in conduct that brings SBCPR, or the Statesboro-Bulloch County Parks and Recreation into public disrepute or which conduct injures the potential commercial success of AT&T and/or of AT&T's PRODUCTS.
 - 13.2.2. SBCPR enters into or publicly announces an agreement to relocate the Statesboro-Bulloch County Parks and Recreation, events surrounding the Statesboro-Bulloch County Parks and Recreation, or venue(s) for which the Statesboro-Bulloch County Parks and Recreation is held.
 - 13.2.3. To the extent there is any change in policy, rule, requirement, or other obligation that SBCPR is subject to, that adversely affects AT&T's benefits and enjoyment of rights under this AGREEMENT.
 - 13.2.4. As permitted in Section 14 (Force Majeure).
 - 13.2.5. SBCPR or the rights to the Statesboro-Bulloch County Parks and Recreation is acquired by an AT&T COMPETITOR.
 - 13.2.6. SBCPR fails to function as a going concern or to operate in the ordinary course of business.
 - 13.3. **Termination.** In the event of a termination or expiration of this AGREEMENT:
 - 13.3.1. Except as may be otherwise provided herein, immediately upon termination or expiration of this AGREEMENT, each PARTY shall cease displaying the other PARTY's MARKS, and AT&T shall cease displaying the SBCPR MARKS in any promotional materials; provided, however, that AT&T shall have a reasonable time period after the end of the TERM or termination of this AGREEMENT, not exceeding ninety (90) days, to remove or obscure (as a preliminary measure) the SBCPR MARKS.
 - 13.3.2. Either SBCPR shall immediately return any funds paid to it by AT&T for rights or benefits which have not yet been performed or delivered to AT&T's satisfaction, or AT&T shall immediately pay any funds due SBCPR for such rights or benefits which have been performed or delivered prior to

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termination which have not yet been paid for by AT&T, as the case may be. AT&T shall also be entitled to any actual costs, expenditures, or like compensation related to any out-of-pocket expenses in money or in kind used in conjunction with its rights afforded under this AGREEMENT that are rendered worthless or unusable due to the early termination.

14. Force Majeure:

- 14.1. Neither PARTY shall be deemed in default of this AGREEMENT to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing PARTY's control and without such PARTY's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, strikes, or lockouts ("**FORCE MAJEURE**").
- 14.2. If any **FORCE MAJEURE** condition affects SBCPR's ability to perform its obligations set forth hereunder, SBCPR shall give immediate written notice to AT&T, and AT&T may:
 - 14.2.1. suspend this AGREEMENT or any part thereof for the duration of the **FORCE MAJEURE** condition in which case SBCPR will offer make-good benefits to AT&T in direct and fair proportion to the **SPONSORSHIP RIGHTS** and **DESIGNATIONS** not received by AT&T due to the **FORCE MAJEURE** condition; or
 - 14.2.2. terminate this AGREEMENT.

15. Entire Agreement. This AGREEMENT, including all attachments referenced and incorporated herein constitutes the entire agreement between the PARTIES. As such, this AGREEMENT supersedes all prior communications and agreements related to the Statesboro-Bulloch County Parks and Recreation, and this AGREEMENT shall not be modified except by a writing signed by both PARTIES.

16. Confidentiality:

- 16.1. This AGREEMENT is confidential and neither PARTY is authorized to release, or otherwise make public, any details of the terms and conditions of this AGREEMENT except as may be mutually agreed to in writing. The PARTIES acknowledge that the disclosure of confidential and proprietary information could cause the providing PARTY of confidential information or the non-disclosing PARTY of confidential information harm for which an adequate and/or quantifiable remedy would not exist at LAW. Therefore, the providing PARTY of confidential information or the non-disclosing PARTY of confidential information will be entitled, as a non-exclusive remedy, to seek injunctive relief for any breach of this Section.
- 16.2. If either PARTY is required by LAW or legal process (e.g., by interrogatories, requests for information or documents, subpoena, testimony, civil investigative demand or similar process) to disclose any confidential and proprietary information, it will, to the extent not expressly prohibited by the LAW, immediately notify the other PARTY in writing of such requirement, and cooperate with all efforts by the other PARTY to seek an appropriate protective order or to object to such request prior to disclosing any confidential and proprietary information.

17. Cumulative Remedies. Except as specifically identified as AT&T or SBCPR's sole remedy, any rights or remedies prescribed in this AGREEMENT are cumulative and are not exclusive of any other remedies to which a PARTY may be entitled to at LAW, in contract, or in equity. Neither PARTY shall retain the benefit of inconsistent remedies.

18. Governing Law. The interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Georgia without regard to the conflict of laws thereof. The PARTIES consent to the jurisdiction of the Federal Court for Georgia with respect to the adjudication of any matters arising under or in connection with this AGREEMENT. The Federal Court for Georgia shall have sole jurisdiction of any controversies regarding this AGREEMENT. The PARTIES waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts.

19. Assignment. This AGREEMENT shall be binding upon and shall inure to the benefit of the PARTIES hereto, AT&T's AFFILIATES, and their respective successors and assigns. AT&T shall have the right to assign this AGREEMENT to any present or future AFFILIATE, without securing the consent of SBCPR, and AT&T may grant to any such assignee the same rights and privileges that AT&T enjoys hereunder.

20. Non-Disparagement. During the TERM and for two (2) years after the end of the TERM, SBCPR will not and SBCPR will cause its agents, contractors, and other sponsors to not: disparage, criticize, or intentionally initiate negative publicity about AT&T, AT&T products and services, SBCPR's association with AT&T, or any advertising, promotions, marketing programs or materials of AT&T. This Section shall survive the AGREEMENT.

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- 21. Notices.** Any notice pertaining to this AGREEMENT shall be in writing (unless an email address is provided) and shall be transmitted either by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service to the respective PARTIES at the following addresses as either PARTY may designate in writing to the other PARTY:

If to SBCPR: Bulloch County Georgia d/b/a Statesboro-Bulloch County Parks and Recreation
P.O. Box 408
Statesboro, GA 30459
Attention: Broni Gainous, bgainous@bullochrec.com

If to AT&T: AT&T
1025 Lenox Park Blvd, Suite 3A43
Atlanta, GA 30319
Attention: Tina Mangold, tm7078@att.com

With Copies to:

AT&T
208 S. Akard Street, Room 3316
Dallas, TX 75202
Attention: Legal Department – Corporate Sponsorships

AT&T
1025 Lenox Park Blvd NE
Atlanta, GA 30319
Attention: Ambreen Delawalla, General Attorney, ad4460@att.com

- 22. Offshore Work Prohibited.** There are no services being provided to AT&T under this AGREEMENT from a location outside of the United States.
- 23. Survival of Obligations.** Obligations and rights under this AGREEMENT, which by their nature would reasonably continue beyond the termination, cancellation or expiration of this AGREEMENT (including, but not limited to those in Sections: 5.(Representations and Warranties), 6.(Rights Fees), 10.(Indemnity), 11.(Insurance), 12.(Limitation of Liability), 16.(Confidentiality), 18.(Governing Law), 20.(Non-disparagement), 23.(Survival of Obligations) will survive the termination, cancellation or expiration of this AGREEMENT.
- 24. Execution of Agreement.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the PARTIES to the same extent as that of an original signature. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

Signature Page to Follow

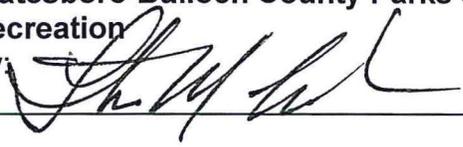
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Signature Page

In Witness Whereof, the PARTIES have caused this AGREEMENT to be executed as of the EFFECTIVE DATE

Bulloch County Georgia d/b/a
Statesboro-Bulloch County Parks and
Recreation

By: 

Printed Name:
Thomas M. Couch

Title: County Manager

Date: 3/19/15

AT&T Mobility LLC
By: AT&T Mobility Corporation
Its Manager

By: _____

Printed Name: _____

Title: _____

Date: _____

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Attachment A – Sponsorship Rights**I. Sponsorship Rights/Benefits:****A. Events**

1. Disc Golf Course Tee Sponsor
2. Swing into Spring Baseball/Softball Season Opener - Single Sponsor (March 27, 2015)
3. Splash in the Boro Waterpark Radio & TV Advertising
4. Youth Baseball Tournament at Mill Creek Park (April 11-12, 2015 & August 1-2, 2015)
5. Fall Kickoff Football/Soccer Season Opener – Title Sponsor (September 12, 2015)
6. Football Bowl Game
7. Trick or Treat at Mill Creek – Co-Sponsor (October 30, 2015)

B. Disc Golf Course Tee Sponsor

1. AT&T MARK on a 6"x9" rectangle sign that will be mounted just below the map on the tee box.

C. Swing into Spring

1. Two (2) Hospitality Passes to the VIP area for refreshments in the 5-field hub.
2. AT&T name/MARK on www.bullochrec.com website event page for one (1) week.
3. AT&T's name/MARK in event emails sent to over 1200 people (AT&T approved content).
4. AT&T's name/MARK on all Swing into Spring signage.
5. AT&T's name in news releases concerning Swing into Spring (AT&T approved content).

D. Splash in the Boro Radio & TV PSA Advertisements

1. AT&T's commercial of choice will be broadcast throughout the Summer Season (May – September 2015).
2. AT&T's radio advertisement of choice will run two hundred fifty (250) times during the season (dates and times to be mutually agreed upon).
3. AT&T's TV advertisement will run over one thousand three hundred (1300) times (dates and times to be mutually agreed upon).
4. AT&T will receive ten (10) single-day entry tickets to the waterpark.

E. Youth Baseball Tournament at Mill Creek Park

1. AT&T will receive one (1) table and two (2) chairs as booth space at the April Showers and Bash in the Boro, youth baseball tournament to promote products and hand out information about AT&T.
2. AT&T's MARK will be included in all marketing and promotional materials.
3. AT&T will be included on the tournament website page on www.bullochrec.com.

F. Fall Kickoff Football/Soccer Season Opener

1. The AT&T MARK will be included with all signage at the Fall Kickoff Football/Soccer Season Opener.
2. AT&T will receive one (1) table and two (2) chairs at the Fall Kickoff Football/Soccer Season Opener as booth space to promote products.
3. The AT&T MARK will be included in all Fall Football/Soccer Season Opener Kickoff marketing materials and media articles (AT&T approved content).
4. AT&T will receive ad space on the SBCPRD website for 2 weeks prior to the Fall Football/Soccer Season Opener Kickoff, in addition to AT&T's MARK being on the Fall Kickoff website page.
5. AT&T will receive a Fall Soccer Team with the AT&T's name on the jerseys.

G. Football Bowl Game

1. AT&T's name on bowl game title (i.e., AT&T Bowl Game).
3. AT&T's name on team's t-shirts that are provided to each team member.
4. AT&T's bowl game name in all marketing of bowl game schedules.
5. AT&T will receive two (2) sponsor t-shirts with bowl game name/teams.

H. Trick or Treat at Mill Creek

1. AT&T will receive one (1) table and two (2) chairs to use as booth/marketing space for the Trick or Treat at Mill Creek.
2. AT&T MARK will be included in all marketing materials and media articles for the Trick or Treat at Mill Creek (AT&T approved content).
3. AT&T will be included on the Trick or Treat website page on www.bullochrec.com.
4. AT&T name and/or MARK will be included in all advertisements for the Trick or Treat at Mill Creek including print, radio, tv, web, etc.

Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

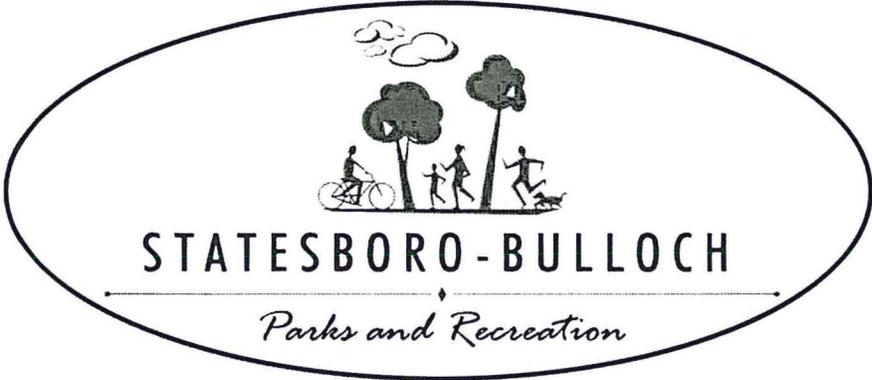
Attachment B – Designations

- I. "AT&T, Official/Proud/Sponsor of the Statesboro-Bulloch County Parks and Recreation."
- II. "AT&T, Official/Proud/Wireless Sponsor of the Statesboro-Bulloch County Parks and Recreation."
- III. "AT&T Mobility/Wireless, Official/Proud [Communications/Wireless/Mobile Services] Sponsor of the Statesboro-Bulloch County Parks and Recreation."
- IV. Any other DESIGNATIONS mutually agreed upon by the PARTIES.

Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

Attachment C – SBCPR MARKS



Proprietary Information

The information contained in this AGREEMENT is not for use or disclosure to any third party, except under written agreement by the contracting PARTIES.

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: April 7, 2015

County Manager

RESOLUTION ATTACHED?

YES

NO

x

REQUESTED MOTION OR ITEM TITLE:

To approve the appointment of Mrs. Nelda R. Bishop to the Statesboro-Bulloch County Library Board of Trustees to fill the unexpired term of Ms. Tisha Okungbowa.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	OB	INITIAL		INITIAL	u
DATE		DATE		DATE		DATE	3.31.15	DATE		DATE	3.31.15

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

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

DEPARTMENT MAKING REQUEST (Box 1) Transportation	MEETING DATE April 7, 2015		
	RESOLUTION ATTACHED? (Box 3)	YES	NO
			x

REQUESTED MOTION OR ITEM TITLE (Box 4)
Right-of-way Mowing and Spraying Contract

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)
Requesting approval of the bid from Mr. Jimmy Haire for Right-of-Way Mowing and Spraying of all County maintained paved roads. Mr. Haire was the only bid received and the bid price did not change from the amount bided last year. (Copy of the bid is attached)

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)			
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	x	AMENDMENT REQUIRED? (7b)
			NO		YES
					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	x	YES	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL DB		INITIAL	<i>AB</i>	INITIAL		INITIAL	<i>OB</i>	INITIAL		INITIAL	<i>[Signature]</i>
DATE 3-24-15		DATE	<i>03/31/2015</i>	DATE		DATE	<i>3.31.15</i>	DATE		DATE	<i>3.31.15</i>

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

BULLOCH COUNTY
BOARD OF COMMISSIONERS
STATESBORO, GEORGIA

BID FORM
RIGHT-OF-WAY MOWING AND SPRAYING

Note: This is a unit price contract based on a unit of one (1) center line mile of mowing and spraying both sides of the road. It is estimated that there are approximately 457 center line miles of mowing and spraying per cycle, and the extensions of unit prices are based on 457 center line miles. However, the contractor will be compensated for the actual number of center line miles that are mowed and sprayed in a cycle, whether more or less than 457 center line miles, based on the unit prices below. Provided, however, that the contractor shall not be compensated for any center line miles of mowing and spraying in excess of 500 center line miles per cycle without a written change order that has been approved and executed prior to the mowing and spraying of any center line miles in excess of 500 center line miles per cycle.

- 1a. Bid price per center line mile for 1st mowing & spraying cycle: \$ 145⁰⁰
- 1b. Extension for 1st mowing & spraying cycle:
457 center line miles x \$ 145⁰⁰ (unit price) = \$ 66265⁰⁰
- 2a. Bid price per center line mile for 2nd mowing & spraying cycle: \$ 145⁰⁰
- 2b. Extension for 2nd mowing & spraying cycle:
457 center line miles x \$ 145⁰⁰ (unit price) = \$ 66265⁰⁰
3. Grand total for both mowing & spraying cycles:
(1b. + 2b.) = \$ 132530⁰⁰
4. If it is determined additional mowing & spraying is necessary, will the price per center line mile be the same as 1st and 2nd mowing & spraying cycles? Yes No

Note: If the answer to item # 4 is no, state bid price per center line mile for additional mowing & spraying. \$ _____

5. The following question must be answered and the Bid Form must be signed for your bid to be considered:
I certify that I possess or will possess all necessary equipment and personnel to fulfill the terms of the contract and will be ready to begin upon award of authorized contract. Yes No

Name of Bidder: Jimmy Heine

Address: 501 Paul E. Bacon Lane Clayton, GA 30417

Signature: Jimmy Heine

Title: Owner

Date: 3-23-15

FORM A: NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF: GA.

COUNTY OF: EVANS

Owner Partner or Officer of Firm:

Jimmy Haave

Company Name, Address, County and State:

Jimmy Haave
501 pant E. Polk Lane
Claxton, GA. 30417

Being of lawful age and being first duly sworn, the above-named individual on oath says that he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME Jimmy Haave

SIGNATURE Jimmy Haave

TITLE owner

Subscribed and sworn to before me this 23 day of March 2015.

NOTARY PUBLIC Kathleen E. Jeff



FORM B: VENDOR DECLARATION

The vendor understands, agrees and warrants:

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

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said scope of work.

That Bulloch County reserves the right to reject any or all bids and to waive any technicalities and informalities in the bidding.

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

If a partnership, a general partner must sign.

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

VENDOR:

Jimmy Heire Owner
Name Title

Jimmy Heire Owner
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 23 day of March 2015.

NOTARY PUBLIC Kathleen E. Neff



CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service.

766997
EEV/Basic Pilot Program* User Identification Number

3/23/2015
Date of Authorization

Jimmy Haire
Company Name

By: Jimmy Haire
Authorized Officer or Agent
(Contractor Name)

3/23/2015
Date

Jimmy Haire
Title of Authorized Officer or Agent of Contractor

Jimmy Haire
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 23 DAY OF March, 2015.

Kathleen E. Neff
Notary Public

My Commission Expires:

3-25-16



* As of the effective date of this contract, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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

DEPARTMENT MAKING REQUEST:

Airport

MEETING DATE: 4/7/15

RESOLUTION ATTACHED?

YES	
NO	x

REQUESTED MOTION OR ITEM TITLE:

Approve renewal of MidCoast Aviation lease

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The MidCoast Aviation Services, LLC lease with the Statesboro-Bulloch County Airport expired on February 28, 2015. The Airport Committee has voted to recommend approval for the renewal of the lease.

**AGENDA CATEGORY
(CHECK ONE)**

FINANCIAL IMPACT STATEMENT

PRESENTATION

BUDGETED ITEM?

YES	
NO	

**AMENDMENT
REQUIRED?**

YES	
NO	

PUBLIC HEARING

ATTACH DETAILED ANALYSIS, IF NEEDED:

CONSENT

x

NEW BUSINESS

OLD BUSINESS

OTHER

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	3.31.15	INITIAL		INITIAL	<i>[Signature]</i>
DATE		DATE		DATE		DATE	00	DATE		DATE	3.31.15

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 March, 2015 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") as party or parties of the first part, and MIDCOAST AVIATION SERVICES, LLC and BOBBY SMITH, individually, (hereinafter "Lessees"), as party or parties of the second part.

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, Building 12, one office in the Main Terminal Building, and two tie-down spots on the ramp at the Statesboro-Bulloch County Airport (hereinafter the "Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent Building 12 and the one office in the Main Terminal Building 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 ten (10) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties. The failure to pay rent within ten (10) days after the date on which it is due shall be deemed a material breach of this lease.

3. RENTAL

Lessees shall pay to Lessor rental of Five Hundred and No/100 Dollars (\$500.00) 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 Seventy-five and No/100 Dollars (\$75.00), for exceeding the ten (10) day grace period. The initial rental payment of Five Hundred and No/100 Dollars (\$500.00) due on March 1, 2015 shall be paid prior to Lessees' occupation of the Leased Property.

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

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.

7.2 Lessor retains the right to enter upon the Leased Property during regular business hours to inspect the Leased Property for waste and to verify that Lessees are maintaining the Leased Property in a good state of repair. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

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

9. ENVIRONMENTAL DUE DILIGENCE

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

10. INDEMNITY AND HOLD HARMLESS

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

(a) Lessees' failure to perform any of its obligations under this lease;

(b) To the extent attributable to Lessees' negligence or willful misconduct, any accident, injury, or damage happening on or about the Leased Property, or resulting from the condition, maintenance, or operation of the Leased Property; or

(c) Lessees' failure to comply with any governmental requirements, including, but not limited to, governmental requirements related to the maintenance of the environment.

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

(a) The presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Leased Property;

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

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

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

11. INSURANCE

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

11.2 Lessees shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall not

exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

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

12. LIMITED PURPOSE

Lessees 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.

13. ASSIGNMENT AND SUBLETTING

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

14. RIGHTS CUMULATIVE

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

15. CONSTRUCTION OF THIS AGREEMENT

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

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by

depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:
For the Lessees:

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

For the Lessor:

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

17. QUIET ENJOYMENT

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

18. SUCCESSORS AND ASSIGNS

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

19. TIME OF THE ESSENCE

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

20. JOINT AND SEVERAL LIABILITY

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

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

[SIGNATURES ON NEXT PAGE]

LESSOR:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

LESSEES:

MIDCOAST AVIATION SERVICES, LLC

By: _____

Attest: _____

BOBBY SMITH

By: _____
Bobby Smith

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

DEPARTMENT MAKING REQUEST: Bulloch County Accountability/Treatment Court (A Mental Health Court Program)	MEETING DATE:		
	RESOLUTION ATTACHED?		YES
			NO X

REQUESTED MOTION OR ITEM TITLE:

Review and Approve the Bulloch County Accountability/Treatment Court's 2016 Grant Application submitted to the Accountability Court Funding Committee (AOC) and Criminal Justice Coordinating Committee (CJCC).

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The above program has been in place since 2013. Grant applications are filed annually. The program has been funded by the State of Georgia since 2013.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	OB	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	3.31.15	DATE		DATE	3.31.15

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



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Capital Projects

MEETING DATE: 04.07.2015

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

Authorize contract negotiation for professional services.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Please find attached a memorandum and purchasing report. It is recommended that the county staff be authorized to enter into negotiation with Hussey, Gay and Bell of Savannah, Georgia for a best and final offer leading to an award of a contract for professional engineering services. The purpose is to design road intersection improvement projects at two locations, with a future probability of a third. Such contract will be subject to final approval of the Board of Commissioners, with a scheduled target date of April 17, 2015.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?		AMENDMENT OR TRANSFER REQUIRED?			
		YES	X	YES		YES	
		NO		NO	X	NO	X
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED: Detailed analysis attached.					
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		YES	✓	YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL	<i>JLB</i>	INITIAL		INITIAL	<i>DD</i>	INITIAL		INITIAL	<i>ca</i>
DATE		DATE	03/31/2015	DATE		DATE	3.31.15	DATE		DATE	3.31.15

COMMISSION ACTION AND REFERRAL

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



BULLOCH COUNTY BOARD OF COMMISSIONERS
Office Of The County Manager

MEMORANDUM

DATE: March 31, 2015
TO: Board of Commissioners
FROM: Tom Couch, CM
CC: Kirk Tatum, Mike Rollins, and Cindy Steinmann
RE: Request for Proposals for Engineering Services – Intersection Improvements

You will recall that in our 2020 Capital Improvements Program, the county has \$1.832 million for intersection improvements in the SPLOST roads program (see schedule below), noting that no funds have yet been expended.

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Intersections	\$128,000	\$800,000	\$150,000	\$232,000	\$348,000	\$174,000	\$1,832,000

Concurrent with a major rezoning last year at Five Points (Pretoria Rushing/Burkhalter/S&S Greenway/Josh Hagin intersection), the Board of Commissioners consented to move forward with this intersection improvement. You are also aware that we have two other intersections in need of improvements along the Burkhalter-Langston Chapel Road corridor according to our transportation plan. The roads along this corridor generate a high volume of traffic, lacking of well-defined intersections that drivers improperly and unsafely use for through-movement. The goal of these projects is to improve the operation and safety of these intersections as well as to provide pedestrian facilities, where warranted. The staff issued an RFP for engineering services for intersections that are currently programmed, as follows:

Project #1: Approved for Design and Construction

Pretoria Rushing Road (CR 342) and Burkhalter Road (CR 585) – Single Lane Roundabout with Bike-Ped Integration
Estimated Cost: \$750,000.00

Project #2: Approved for Concept Plan and Design, Construction Pending Final Cost Estimates

Burkhalter Road (CR 585/248) and Langston Chapel Road (CR 233) – Controlled Three-Way Stop with Channelization; or, Single Lane Roundabout

Estimated Cost: \$150,000.00 - \$400,000.00

Project #3: Not Yet Approved for Concept Plan and Design, Funding and Construction Pending**

Burkhalter Road (CR 585/248) at Harville Road (CR 585) – Roundabout Preferred (subject to approval by the Georgia Department of Transportation – Project ID# 0010428).

Estimated Cost: \$850,000.00

** (Future add-alternate to the design contract anticipated, subject to BOC approval). Lump sum federal funding has been approved for Bulloch County in the State Transportation Improvement Program, but the project has not been programmed for a specific year, pending approval by the Georgia Department of Transportation (GDOT). The county will be expected to acquire right-of-way and pay for engineering.

The county accepted proposals on February 13, 2015 (please see attached solicitation report – please note that the Michael Baker company withdrew). An evaluation team consisting of four people, including myself, then reviewed each proposal according to the RFP criteria below.

PROPOSAL SCORING CRITERIA	
The table below represents the evaluation criteria to assess the qualifications of the design professional.	
FACTORS	SCORING BLOCKS
Firm Qualifications and Expertise: Consider <i>comparable</i> experience on projects of similar size and scope; background of specific personnel assigned to project; firm's capacity; and, project personnel roles and responsibilities (30 points).	Outstanding (26-30)
	Very Good (21-25)
	Acceptable (16-20)
	Marginal (0-15)
Project Approach: Understanding of project scope and unique issues; proposed client communication process; unique approaches successfully used elsewhere; methods used to control quality (30 points).	Outstanding (26-30)
	Very Good (21-25)
	Acceptable (16-20)
	Marginal (0-15)
RFP Submission Compliance: All forms properly submitted; content is orderly and easy to follow and compare with other proposals (10 points).	Outstanding (9-10)
	Very Good (7-8)
	Acceptable (5-6)
	Marginal (0-5)
Price: All forms properly submitted; content is orderly and easy to follow and compare with other proposals (30 points).	Outstanding (26-30)
	Very Good (21-25)
	Acceptable (16-20)
	Marginal (0-15)

During the solicitation period, the county staff had to issue several addenda as most of the firms had questions or comments concerning the scope of services in

the original document. Project #3 was dropped from consideration until a later date. The staff then determined that the number of addenda issued substantiated the need to interview all submitting firms, rather than short-listing finalists. The interviews proved very useful with regard to clarification and verifying the content of the written proposals to the scoring criteria. It is also very likely that some of the scope of services could be reduced (eliminate landscaping and public meetings; work toward a project letting for project #1 and #2 at the same time, reduce utility location requirements, etc.). This could result in some cost savings in the engineering element.

Pursuant to our purchasing policies for competitive sealed proposals and professional services, the award "shall" be made to the responsible offeror whose proposal is determined to be the most advantageous to the county, taking into consideration price and the evaluation factors set forth in the RFP. Below represents the consensus score based on the evaluation factors, pricing and interviews.

Consensus Score										
	NON-PRICING					PRICING				
RATER	HGB	K & W	T & H	S & P	EMC	HGB	K & W	T & H	S & P	EMC
Steinmann	73.15	40.25	62.40	52.00	36.00	20.00	25.00	10.00	18.00	30.00
Rollins	66.00	38.00	65.00	51.00	42.00	20.00	25.00	10.00	18.00	30.00
Tatum	53.40	54.55	69.13	51.28	39.58	20.00	21.73	10.00	18.00	28.70
Couch	65.00	56.00	69.00	65.00	57.00	25.00	27.00	10.00	23.00	30.00
<i>SUB-TOTAL</i>	<i>64.39</i>	<i>47.2</i>	<i>66.38</i>	<i>54.82</i>	<i>43.65</i>	<i>21.25</i>	<i>24.68</i>	<i>10</i>	<i>19.25</i>	<i>29.68</i>
MEAN TOTAL SCORE						85.64	71.88	76.38	74.07	73.33
Combined Rank						1	4	5	2	3
<i>Non-Pricing Rank</i>	<i>2</i>	<i>4</i>	<i>1</i>	<i>3</i>	<i>5</i>					
<i>Pricing Rank</i>						3	2	5	4	1

It should be noted that none of the submitting firms are incapable of performing the project. It is clear that EMC Engineering has the lowest overall price, but that Thomas and Hutton, and Hussey, Gay and Bell had the strongest qualifications, based on the written proposals and interviews. Upon conferring for a final time it is the consensus of the evaluation team, in following the spirit of the purchasing policies for this type of solicitation, that Hussey, Gay and Bell offers the best combination of price and non-price factors.

Therefore, it is recommended that the county staff be authorized to enter into negotiation with Hussey, Gay and Bell of Savannah, Georgia for a best and final offer leading to an award of this contract. Such contract will be subject to final approval of the Board of Commissioners, with a scheduled target date of April 17, 2015.

Thank you.

M E M O R A N D U M

Date: February 16, 2015
To: Tom Couch
From: Faye Bragg
Subject: Opening of Intersection Design CIP #TR-7

Sealed proposal packages were opened in the Commissioners Community Room at 115 North Main Street on February 13, 2015, at 2:00 pm for the Intersection Design CIP #TR-7 RFP.

On January 23, 2015, the solicitation was posted to the County Website, GLGA, Georgia Procurement Website, and an advertisement was placed in the *Statesboro Herald*. A total of 28 RFP packages were requested and e-mailed during the solicitation.

Six (6) RFP packages were received:

Vendor	Project 1	Project 2	Total Price for Projects 1 & 2	Federal Work Affidavit	Immigration & Security Form	Non-Collusion Affidavit & Vendor Declaration	GSA Standard Form 330
EMC Engineering	\$66,000.00	\$46,000.00	\$112,000.00	Yes	Yes	Yes	Yes
Keck & Wood	\$86,396.00	\$67,769.00	\$154,165.00	Yes	Yes	Yes	Yes
Hussey Gay Bell	\$105,760.00	\$104,930.00	\$210,690.00	Yes	Yes	Yes	Yes
Stevenson & Palmer	\$119,500.00	\$96,500.00	\$216,000.00	Yes	Yes	Yes	Yes
Michael Baker Corp.	\$124,947.50	\$109,847.50	\$234,795.00	Yes	Yes	Yes	Yes
Thomas & Hutton	\$172,000.00	\$168,800.00	\$340,800.00	Yes	Yes	Yes	Yes

Attendees: Kirk Tatum and Faye Bragg.

roads contract		
Approve renewal of MidCoast Aviation lease	Airport	Tab N
New Business		6:20 PM
Discussion and/or Action: to approve the Bulloch County Accountability/Treatment Court's 2016 Grant application Submitted to the accountability Court Funding Committee and the Criminal Justice Coordinating Committee	Mental Health Court	
Discussion and/or Action: To authorize contract to Negotiation for professional services.	Capital Projects	
Commission and Staff Comments	Chairman, et al.	6:30 PM
Executive Session (Personnel)	County Manager	6:40 PM
Adjourn	Chairman	6:50 PM
Additional Information: None		
Background information in Board packets.		

***Board of Commissioners
Agenda for
April 7, 2015
5:30 P.M.***

- 1. Text Amendment Request.....Bulloch County**
- 2. Rezone Request.....Norman Woodward**
- 3. Conditional Use Modification.....Sandor & Molly Nagy**
- 4. Conditional Use Request.....Durand Deal**
- 5. Conditional Use Request.....Patrick Mock**
- 6. Rezone Request.....Five Chop Development, LLC
.....Agent – Lindsay Martin**
- 7. Conditional Use Request..Five Chop Development, LLC
.....Agent – Lindsay Martin**
- 8. Conditional Use Request.....Tabby Corporation
.....Agent – Patrick Hutchinson**
- 9. Conditional Use Request.....Betty Everett**



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	April 7, 2015
Application #:	TA2015-015	Application Type:	Text Amendment
Applicant:	Bulloch County		
Summary:	Bulloch County has filed an application requesting a text Amendment to add the definition of Air Ambulance Service to the Zoning Ordinance and to add it as a conditional use in Highway and General Commercial zones.		
Planning & Zoning Commission Recommendation:	To approve the request by a 6-0 vote.		

Text Amendment Standards	Yes	No	Comment
(1) Is the proposed text amendment compatible with the purpose and intent of the Comprehensive Plan?	X		
(2) Is the proposed text amendment consistent with the purpose and intent of the Zoning Ordinance?	X		
(3) Will adoption of the amendment further the protection of the public health and safety or general welfare?	X		

The staff recommends approval of the text amendment.

Participants

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



Bulloch County Departmental Review

AMENDMENT TO THE CODE OF ORDINANCES OF BULLOCH COUNTY, GEORGIA

BE IT ORDAINED by the Bulloch County Board of Commissioners that the following definition is added to Section 202 of Article 2 of Appendix C-Zoning Code of Ordinances of Bulloch County, Georgia:

Air Ambulance Services: Providing emergency transportation and medical assistance in an aircraft that is certified as an ambulance and includes equipment, supplies, and trained staff necessary for administering emergency medical procedures.

BE IT ORDAINED by the Bulloch County Board of Commissioners that the following use is added to Section 802 of Article 8 of Appendix C-Zoning Code of Ordinances of Bulloch County, Georgia:

Section 802: Commercial and Industrial – Principal Uses.

	HC	GC	NC	LI	HI
Air Ambulance Services	C	C			

Adopted at a meeting of the Bulloch County Board of Commissioners held in compliance with Georgia’s Open Meetings Act, at which meeting a quorum was present, on the _____ day of _____ 2015.

Board of Commissioners of
Bulloch County, Georgia

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk



Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	April 7, 2015
Application #:	RZ2015-004	Application Type:	Rezoning
Request:	Wauwese and Norman Woodward submitted an application to rezone 4 acres from AG-5 (Agricultural 5 acres) to HC (Highway Commercial) for the purpose of a Gasoline Station with a Convenience Store. The property is located at the intersection of Hw 67 and Hwy 46.		

Applicant:	Wauwese & Norman Woodward	Acres in Request:	4
Location:	Hwy 46 and Hwy 67 Intersection	Existing Lots:	1
Map #:	112 000012 002	Current Zoning:	AG-5
Future Land Use:	Rural-Neighborhood	Requested Zoning:	HC
Directions to Property:	Take Hwy 67 thru Denmark and property will be on the left at intersection of Hwy 67 and Hwy46.		
Planning & Zoning Commission Recommendation:	To approve the request with modified conditions by a 6-0 vote.		

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



Bulloch County Departmental Review

Land Use Planning Impact	
Future Land Use Map	<ul style="list-style-type: none"> The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-neighborhood.
Existing Land Use Pattern	<ul style="list-style-type: none"> There are primarily commercial and agricultural uses at adjacent and nearby properties.
Zoning Patterns and Consistency	<ul style="list-style-type: none"> The proposed change appears to be consistent with the zoning patterns in the nearby area.
Neighborhood Character	<ul style="list-style-type: none"> There is no evidence that the proposed change in use will injure or detract from existing neighborhoods unless integrated with a mixed use or planned development scheme. No architectural design or neighborhood details have been proffered for the project, so integration with neighborhood character cannot be defined.
Accessibility and Connectivity to Other Neighborhoods and Community Services	<ul style="list-style-type: none"> Development is dependent on car traffic; public transit available. No sidewalk improvements are proposed. No retail centers other community centers within one-mile. No major employment centers nearby. Pedestrian and bike facilities are not proposed.
Proposed Density/Intensity	<ul style="list-style-type: none"> 11,000 square foot building; eight gas pumps, 39 parking spaces.
Multijurisdictional	<ul style="list-style-type: none"> No impact.
Impact – Positive	<ul style="list-style-type: none"> The proposal is compatible with surrounding land uses.

Fiscal and Economic Impact	
Property Values	<ul style="list-style-type: none"> Values for adjacent properties may or may not be enhanced by the proposed development provided aesthetic restrictions are placed in private deed covenants, and, if enforcement of governmental land use and property maintenance regulations is applied. However, failure to enforce any property standards is likely to result in stagnant or lower property values. Amount of investment not proffered by developer; best estimate is \$1,100,000.
Short Term Job Creation	<ul style="list-style-type: none"> No information available.
Long Term Job Creation	<ul style="list-style-type: none"> No information available.
Impact on Existing Industry	<ul style="list-style-type: none"> Would result in short-term indirect jobs in the construction sector and a limited number of retail jobs.
Jobs-Housing Balance	<ul style="list-style-type: none"> Housing supply is sufficient for new jobs created. Bulloch County's unemployment rate is higher than the regional rate, but lower than the state and national rate.
Fiscal Impact	<ul style="list-style-type: none"> Approximately \$4,500 annually in new county property tax



Bulloch County Departmental Review

Fiscal and Economic Impact	
	revenue. Expenditures for public services would require further review based on jobs created and investment.
Impact – Neutral	<ul style="list-style-type: none"> Insufficient information to make a determination.

Water-Sewer Infrastructure Impact	
Water System	<ul style="list-style-type: none"> Private well proposed.
Sewerage	<ul style="list-style-type: none"> On-site septic systems which would be approved by the County Health Department.
Impact – Neutral	<ul style="list-style-type: none"> Does not appear to be a presence of hydric soils pose limitations for septic tanks.

Public School Impact	
Additional Students Created	<ul style="list-style-type: none"> NA
High School Feeder System	<ul style="list-style-type: none"> NA
Middle School District	<ul style="list-style-type: none"> NA
Elementary School District	<ul style="list-style-type: none"> NA
Impact – Positive	<ul style="list-style-type: none"> NA

Parks Impact	
Nearest Public Recreation Facilities	<ul style="list-style-type: none"> Nevils.
Level of Service (national standard: 6.5 acres of parkland per 1,000 pop.)	<ul style="list-style-type: none"> Currently, 4.43 acres per 1,000 population.
Level of Service Impact Created by the Development	<ul style="list-style-type: none"> No impact.
Open Space	<ul style="list-style-type: none"> Reserved, on-site open space or other accommodations has not been proffered.
Impact – Positive	<ul style="list-style-type: none"> No LOS deficiency created.

Solid Waste Management Impact	
Collection Services	<ul style="list-style-type: none"> Private collection services are available.
Nearest Existing Solid Waste and Recycling Centers	<ul style="list-style-type: none"> Highway 67 Recycling Center.
Waste Generation Estimate	<ul style="list-style-type: none"> 3 tons per year.
Landfill Capacity	<ul style="list-style-type: none"> Dependent on air rights rationing at the Broadhurst landfill in Wayne, County, Georgia, landfill capacity is adequate.
Impact – Neutral	<ul style="list-style-type: none"> No significant impact on the County's Solid Waste Management Plan or Municipal Ordinance requirements is expected. The Highway 67 Recycling Center would not necessarily be overburdened.

Environmental Impact	
Use of Green Building Techniques	<ul style="list-style-type: none"> Expected to provide conventional energy and water delivery systems; no known recycling during or after construction.



Bulloch County Departmental Review

Environmental Impact	
Drainage Basin	<ul style="list-style-type: none"> • Mill Creek
Wetlands and Flood Zones	<ul style="list-style-type: none"> • Development does include wetland areas requiring delineation will have to be approved by the Army Corps of Engineers. • Floodplain management is subject to further local development review.
Stormwater	<ul style="list-style-type: none"> • No impervious surface measure was presented by the applicant. The impervious surface ratio based on the proposed use is estimated at no less than 50% of the total land tract including rooftops, sidewalks and parking lots. • Because of the potential for runoff, a stormwater and drainage plan would need to be submitted and approved by the County Engineer, prior to acceptance of a Final Development Plan.
Aquifer Recharge Areas	<ul style="list-style-type: none"> • No impact or relevance.
Water Supply Watersheds	<ul style="list-style-type: none"> • No impact or relevance.
River Corridors	<ul style="list-style-type: none"> • No impact or relevance.
Air	<ul style="list-style-type: none"> • No impact or relevance.
Soils	<ul style="list-style-type: none"> • The property consists of loamy sands which are capable of posing limitations for septic tanks.
Historic or Archeological Resources	<ul style="list-style-type: none"> • No impact or relevance.
Resources of Regional or Statewide Importance	<ul style="list-style-type: none"> • No impact or relevance.
Impact - Neutral	<ul style="list-style-type: none"> • This property may only be environmentally suitable for more intensive development if proper mitigation measures are taken. • Presence of hydric soils may limit on-site septic placement. • A stormwater management plan following the Georgia Stormwater Management Manual should be required.

Transportation Impact	
ITE Trip Generation Rate	<ul style="list-style-type: none"> • 4,341- 5,074 trips is expected to be generated at this scale of development trips per day. • A traffic study will be required.
2013 Average Daily Trips at Nearest GDOT Traffic Count Stations	<ul style="list-style-type: none"> • SR 67, 2.7 miles north from site above Woodcock Branch – 7,220 AADT Bidirectional. • SR 67, 1.5 miles south from site below I-16 – 2,600 AADT Bidirectional.
Railroads	<ul style="list-style-type: none"> • No impact or relevance.
Proposed Road Construction Within Development	<ul style="list-style-type: none"> • Public roads not required, traffic study may require turning or decel lanes on both state and local roads.
Parking	<ul style="list-style-type: none"> • Paved on-site parking would be permitted pursuant to the county zoning code. There is no known provision for street parking that



Bulloch County Departmental Review

Transportation Impact				
has been submitted by the applicant.				
Functional Classification for Major Access Roads	GDOT Functional Class	Transportation Plan Functional Class	Pavement Condition	Current LOS
SR 67	Arterial	Rural Arterial	Excellent	C or Better
CR 927 (old SR 46)	Local	Local	Excellent	C or Better
Intersection Capacity	<ul style="list-style-type: none"> A traffic study needs to be completed to determine intersection and access capacity. 			
Pedestrian Access	<ul style="list-style-type: none"> The project is not expected to accommodate pedestrian facilities. 			
Impact - Negative	<ul style="list-style-type: none"> A traffic study has not been submitted. LOS may decrease on state and local roads. Given the scale of the development, road infrastructure and traffic safety may be deficient without any mitigation measures by the developer. A traffic study would need to be conducted to determine appropriate mitigation measures. 			

Emergency Service Impact			
Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Statesboro)	9 miles, 15-25 minutes response time.	ISO Rating 3	Mutual Aid.
Fire (Nevils)	3 miles, 15-25 minutes	ISO Rating 9	Volunteer.
EMS-Rescue (County: Statesboro/Brooklet)	8-10 miles, 15-25 minutes response time	(-0.002) EMT / Paramedic deficiency per 1,000 population	
Emergency Management (County)	Mutual Aid	Depends on type of disaster.	Emergency Operations and Hazard Mitigation Plans have been updated and are current.
E-911 Communications	5 miles; NA.	No impact.	Street addresses can be easily assigned and identified.
Sheriff (Secondary: County)	10 miles, 15-25 minutes depending on patrolling patterns	NA	Shift of 3 covers 684 square miles
Georgia State Patrol (Triage)	12 mile, 30 minutes depending on patrolling patterns	NA	Post #45 located south of Statesboro on US 301
Impact – Neutral	Response time is likely to be marginal.		

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning	X		
Fiscal-Economic	X		



Bulloch County Departmental Review

Public Schools	X		
Parks and Recreation	X		
Water-Sewer			X
Solid Waste			X
Environmental			X
Transportation		X	
Emergency Services			X
Total	3	1	5
Local Impact Findings	<ul style="list-style-type: none"> Project will have an overall neutral-to-positive local impact if zoning conditions are followed. 		

FINAL STAFF RECOMMENDATION

The subject property appears suitable for development with mitigation measures and conditions as recommended.

Condition Category	Specific Conditions
Use and Architectural Requirements	<ul style="list-style-type: none"> Use of the property shall be limited to a gas station with a convenience store. Any other use, even if listed as a permitted use in the zoning ordinance for this particular zoning district, shall require a modification of this condition by the Board of Commissioners prior to its commencement. Any modification of this or any other condition must follow the same procedures as required for a rezoning application. The height and color of all buildings and shall be uniform in appearance. Earth tone colors complimentary to building design shall be required. The site shall be designed so that no mechanical equipment (HVAC units, etc.) is visible from the adjoining properties or public right-of-way. Building facades visible from the street or adjoining properties (except for trim, windows and doors) shall consist of primarily brick or decorative masonry compatible with the character of the proximate residential neighborhoods. No merchandise for sale shall be allowed outside of the building except for newspapers, ice machines and propane gas or similar goods customary to convenience store sales. All such goods shall be attached to or contiguous to the building. No Automated Teller Machines shall be permitted outside the building.
Signage	<ul style="list-style-type: none"> One (1) freestanding landscaped monument sign will be permitted with a height limit twelve (12) feet from normal grade, and shall consist of materials consistent with the primary building façade identifying the property. The color of the canopy sign should be compatible with the color or trim of the building façade or signage. All other signage must meet county code compliance. No billboards will be permitted.
Access	<ul style="list-style-type: none"> All access, driveway and parking areas serving the general public shall be paved and the driveway width shall meet commercial driveway standards. All driveways curb-cuts will be determined by the outcome of the traffic study and county approval.



Bulloch County Departmental Review

Condition Category	Specific Conditions
Commercial Solid Waste Receptacles	<ul style="list-style-type: none"> Such receptacles permitted shall be placed on a concrete foundation and screened from view from the street and adjacent parcels by an opaque fence at a height that is no less than the height of the receptacle.
Lighting	<ul style="list-style-type: none"> All security lighting fixtures must be downcast and shall not produce glare or a nuisance to drivers or the surrounding properties. Canopy lighting must be recessed into its ceiling.
Loading	<ul style="list-style-type: none"> All loading spaces (except for gasoline pumps), shall be at the side of the buildings to enhance internal circulation.
Stormwater Management	<ul style="list-style-type: none"> <i>Upon submitting a conceptual site plan</i>, a hydrology study and stormwater management plan prepared by a professional licensed engineer showing necessary mitigation measures following the Georgia Stormwater Management Manual shall be submitted and approved by the County Engineer.
Buffers and Landscaping	<ul style="list-style-type: none"> <i>Upon submitting a conceptual site plan</i>, a landscape plan drawn to scale by a qualified landscape designer shall be submitted to the Zoning Administrator and reviewed and approved by the staff development review committee to meet conformance of these conditions. A 25-foot wide buffer and visual screening pursuant to Sections 405 and 407 of the zoning ordinance along the old Hwy 46 road bed shall be required. There shall be a landscaped strip established along the perimeter frontage of the property to include a dense mix of trees and massed low to medium height shrubbery, and sodded area to soften the visual effect of the parking and fuel pump areas. All driveway entrances and parking islands shall be landscaped. All landscaping shall be installed <i>prior to a certificate of occupancy being issued</i>.
Traffic and Road Improvements	<ul style="list-style-type: none"> <i>Upon submitting a conceptual site plan</i>, a traffic impact study according to county policies shall be prepared at the developer's expense and shall also be submitted. The developer shall be required to install any signage or safety devices according to the Manual on Uniform Traffic Control Devices. All costs for mitigation measures recommended by the study or otherwise determined and approved by the county shall be borne by the developer.
Conceptual Site Plan	<ul style="list-style-type: none"> A conceptual site plan illustrating the proposed conditions shall be submitted prior to issuance of a building permit to the county staff development review committee and to aid in coordination with proposed intersection improvements by the county.

Staff Reminders

Section 405. Required buffers in commercial and industrial districts.

In any commercial or industrial zoning district where a lot abuts any residential district or any adjacent residential use, a 25-foot wide buffer shall be provided with screening as specified in Section 407. Off-street parking associated with such uses shall be governed by this same provision.



Bulloch County Departmental Review

Section 406. Screening of service areas within 100 feet of public street.

Any service area, loading area, refuse, or storage area between a principal building and a public street being visible from such street and lying within 100 feet of such street shall be provided with screening as specified in Section 407.

Section 407. Screening required.

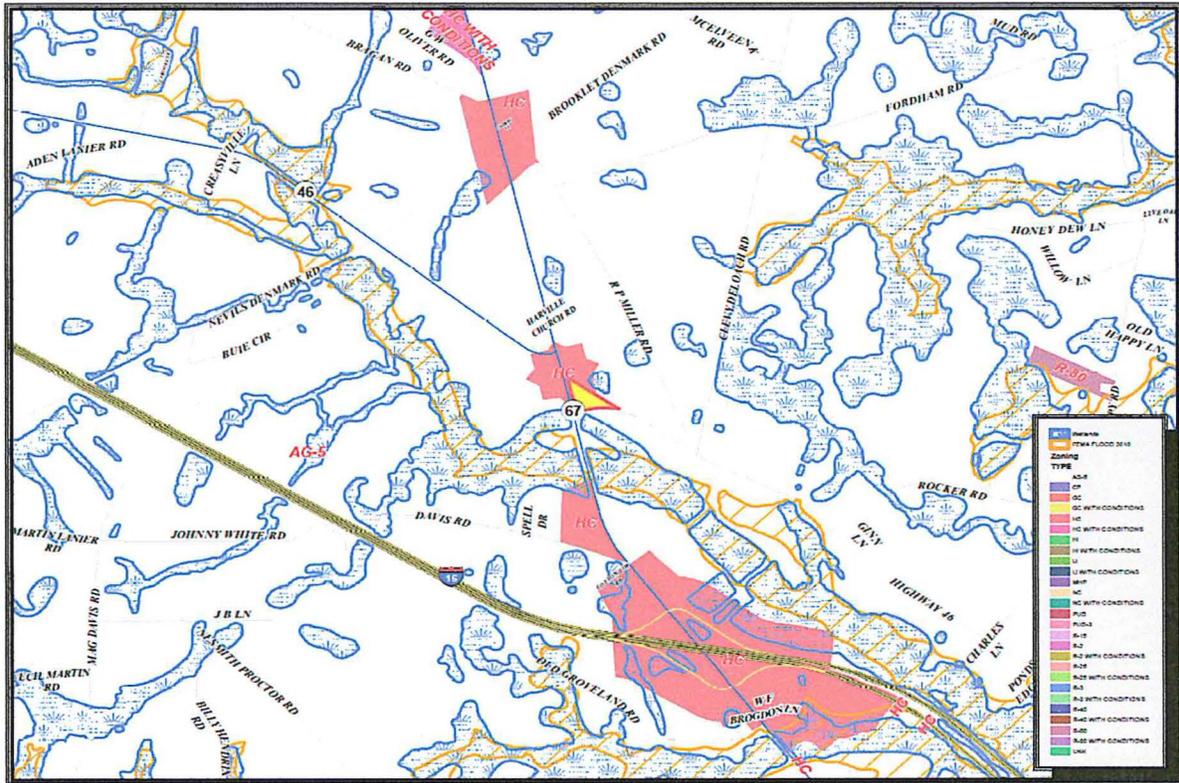
Whenever screening is required by this appendix, a durable masonry wall, or fence and hedge of sufficient opacity to provide a visual blind designed to be compatible with the character of adjoining properties, shall be provided. Such fences and/or walls shall be at least six feet in height, but no greater than eight feet in height, measured from the ground along the common lot lines of the adjoining properties. When hedges or natural plantings are used (together with the fence prescribed) to form the required screening, the minimum sufficient opacity shall be deemed to require no less than three feet of plantings and/or hedge in the area immediately adjacent to the fence, measured along the ground surface from the fence to the inside border of such plantings and/or hedge plantings. Hedges of comparable natural plantings shall be of such variety that an average height of at least six feet could be expected by normal growth within no later than two years from the time of planting. The building official shall make determination of the degree of satisfactory completion of required screening according to a common standard; the building official's decisions in each instance may be appealed to the planning and zoning commission.

Participants

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

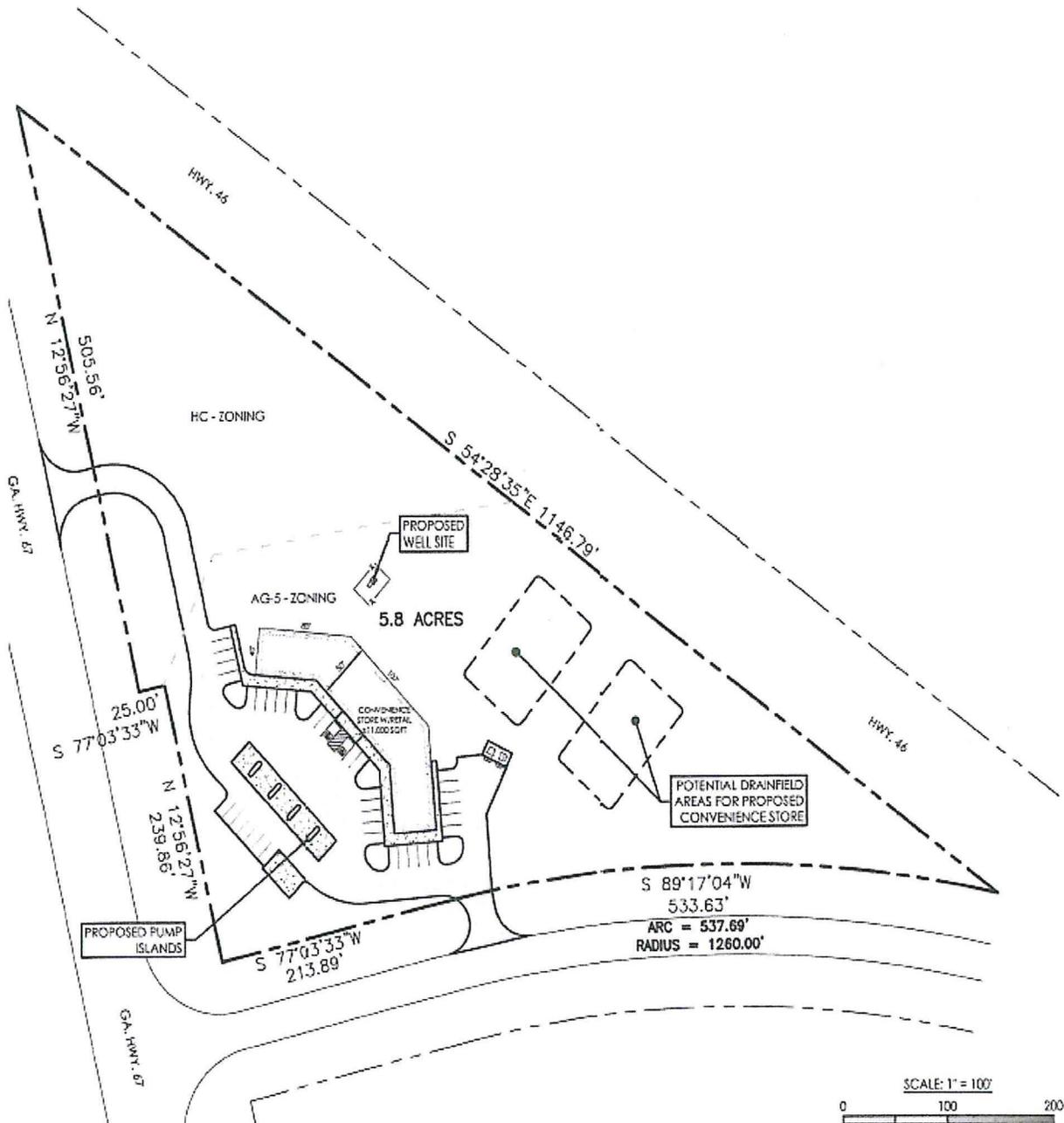


Bulloch County Departmental Review





Bulloch County Departmental Review





Bulloch County Departmental Review

Agenda Item:	3	Meeting Date:	April 7, 2015
Application #:	RZ2015-005	Application Type:	Conditional Use Modification
Request:	Molly and Sandor Nagy submitted an application for a Conditional Use Modification to modify the second sentence of condition number 1 to read "The residence must be completed within 4 years." instead of "The residence must be completed within 2 years." which was approved by the Board of Commissioners on October 4, 2012. The property is located at 5169 Hwy 67.		

Applicant:	Molly and Sandor Nagy	Acres in Request:	4.07
Location:	5169 Hwy 67	Existing Lots:	2
Map #:	128 000035 002 and 128 000035 006	Current Zoning:	AG-5
Future Land Use:	Rural-Open Area		
Directions to Property:	Take Hwy 67 toward Pembroke. Cross I-16 and property will be on the right.		
Planning & Zoning Commission Recommendation:	To approve the request by a 6-0 vote.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		



Bulloch County Departmental Review

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-open area.

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

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

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

Property Values: adjacent property values may be enhanced due to the change on zoning.

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 5.1 miles (response time 17minutes) from the Nevils Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Hwy 67 is a state maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 23 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.



Bulloch County Departmental Review

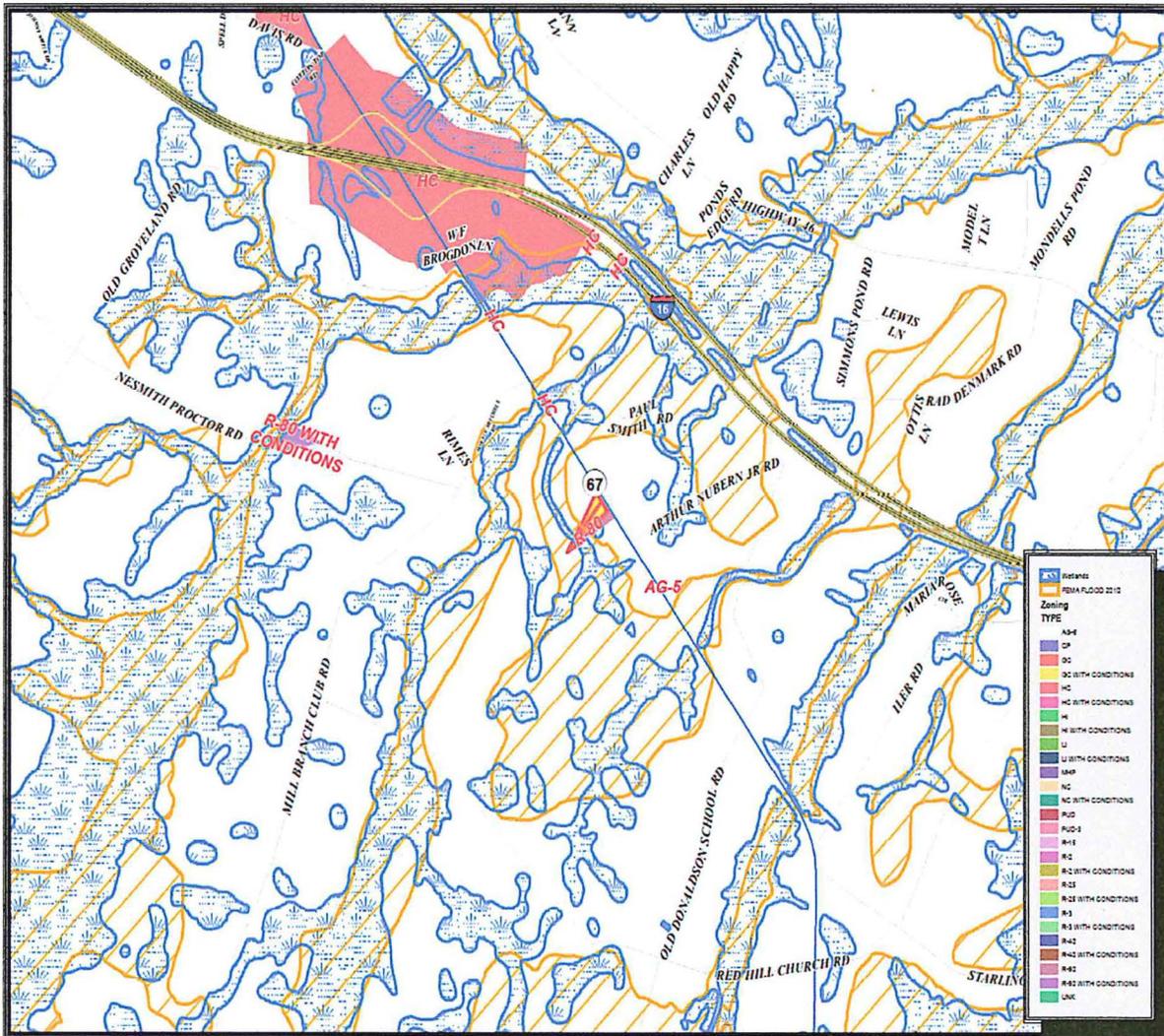
FINAL STAFF RECOMMENDATION

Due to the fact that the applicant is assisting the Bulloch County Zoning Code Enforcement by demolishing the dilapidated Denmark school we recommend approval of the request.

The staff recommends approval of the conditional use modification.

Participants

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





Bulloch County Departmental Review

Agenda Item:	4	Meeting Date:	April 7, 2015
Application #:	CU2015-006	Application Type:	Conditional Use
Request:	Durand Deal submitted an application for a conditional use to allow a camper to be lived in while they are constructing their home. The property consists of 54.54 acres and is located at 7891 Clito Road.		

Applicant:	Durand Deal	Total Acres:	51.54
Location:	7891 Clito Road	Existing Lots:	1
Map #:	119 000048 003	Current Zoning:	AG-5
Future Land Use:	Rural-Open Area		
Directions to Property:	Take Hwy 301 North and turn right onto Clito Road. Property will be on the right.		
Planning & Zoning Commission Recommendation:	To approve the request with condition by a 6-0 vote.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-open area.

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

Zoning Patterns and Consistency: The proposed use appears to be consistent with the zoning patterns in the nearby area.

Neighborhood Character: There is no evidence that the proposed conditional use should injure or detract from existing neighborhoods since it is a temporary situation.



Bulloch County Departmental Review

Property Values: property values should not be affected by the proposed use.

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 2.6 miles (response time 9 minutes) from the Clito Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Clito Road is a county maintained paved road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

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

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

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

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use.

The staff recommends approval of the conditional use request with the following condition:

- 1. Camping can be lived in for one year from issuance of the building permit.**
-



Bulloch County Departmental Review

Agenda Item:	5	Meeting Date:	April 7, 2015
Application #:	CU2015-008	Application Type:	Conditional Use
Request:	Patrick B. Mock submitted an application for a Conditional Use for an Automobile Broker business under the definition of a Cottage Industry. The property consists of 2.25 acres and is located at 175 Pat Mock Road.		

Applicant:	Patrick B. Mock	Acres in Request:	2.25
Location:	175 Pat Mock Road	Existing Lots:	1
Map #:	045 000003 001	Current Zoning:	Ag-5
Future Land Use:	Rural-Open Area		
Directions to Property:	Take Westside Road and turn right onto Pat Mock Road. Follow Pat Mock Road to the right and property will be on left.		
Planning & Zoning Commission Recommendation:	To deny the request by a 6-0 vote.		

Conditional Use Standards	Yes	No	Comment
(1) Is the type of street providing access to the use adequate to serve the proposed conditional use?	X		
(2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?	X		
(3) Are public facilities such as schools, EMS, sheriff and fire protection adequate to serve the conditional use?	X		
(4) Are refuse, service, parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?	X		
(5) Will the hours and manner of operation of the conditional use have no adverse effects on other properties in the area?	X		
(6) Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?	X		
(7) Is the proposed conditional use consistent with the purpose and intent of the zoning ordinance?	X		

LAND USE PLANNING IMPACT

Future Land Use Map: The Bulloch County Joint Comprehensive Plan indicates that the property would be appropriate for rural-open area.

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

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



Bulloch County Departmental Review

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

Property Values: adjacent property values should not be affected by the proposed use.

WATER / SEWER IMPACT

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

SOLID WASTE IMPACT

None expected.

ENVIRONMENTAL IMPACT

No impact is expected.

FIRE SERVICE

Fire service is available within 1.9 miles (response time 6 minutes) from the Portal Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Pat Mock Road is a county maintained dirt road.

SCHOOL IMPACT

Minimal impact is expected on existing schools.

PARKING, ROAD AND DRAINAGE IMPACT

The proposed use could create a minor traffic impact. Currently, all drainage is natural with no known man-made improvements to the existing development other than roadside drainage ditches and culverts. The accessways/driveways to the site should have proper roadside drainage measures.

E-911 AND EMERGENCY MANAGEMENT IMPACT

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

LAW ENFORCEMENT IMPACT

Response time from Bulloch County Sheriff's Department is approximately 11 minutes. However, depending on patrolling patterns and the location of deputies at a given time, this response may be greater or lesser.

FINAL STAFF RECOMMENDATION

The subject property appears suitable for the proposed use if the applicant adheres to the requirements of a Cottage Industry.

The staff recommends approval of the conditional use request.



Bulloch County Departmental Review

Applicant reminder

Cottage Industry: A small business enterprise or activity where the family unit who owns or operates the business resides, and, which is typically greater in scale or intensity than that of a home occupation, but, less than what would be required to be located in a Commercial or Industrial zoning district.

- (1) The following list of uses allowable as Cottage Industries is illustrative only and is not intended to be exhaustive: sales of antiques and collectibles, art or photography studios, computer software development, handicrafts, ironworking or blacksmith shop, construction or trades office, furniture repair or refinishing, pottery shop, real estate sales office, small equipment repair, woodworking shop, excavating contractors, small engine and boat repair.
- (2) Performance Standards for Cottage Industries Permitted As Appurtenant and Accessory Uses.
 - a. The cottage industry shall conform to the development standards in the applicable zoning district, except as provided below.
 - b. The cottage industry must be owned and operated by the owner of the property upon which the cottage industry is to be located, or the business owner must have written approval of the owner of the property, if the applicant is a tenant.
 - c. The appurtenant and accessory structure used as a cottage industry shall not occupy a total area greater than one thousand two-hundred (1,200) square feet.
 - d. All activity related to the conduct of the business or industry, except for activities related to the growing and storing of plants, shall be conducted within an enclosed structure or be sufficiently screened from view of adjacent residences. A buffer may be required by the Zoning Administrator if it is determined that the use needs to be sufficiently screened from view of adjacent residences, using site location, topography, landscaping, fencing, the retention of native vegetation, or a combination thereof.
 - e. No cottage industry shall be located on a lot less than 80,000 square feet in size, regardless of whether the lot was a lot of record at the time of the original passage of this ordinance (November 4, 1994).
 - f. **Except for outside storage of materials or equipment, all business operations, activities, and transactions associated with the cottage industry shall be conducted entirely within the primary dwelling unit and/or in an accessory building located on the same lot. No business operations, activities, or transactions shall be conducted in any portion of the lot not approved for cottage industry use by the county.**
 - g. **Business traffic (either by the business operators or business customers) is permitted only between the hours of 8:00 a.m. and 6:00 p.m. The use shall not generate pedestrian or vehicular traffic beyond that normal in the neighborhood in which it is located. Traffic generated by the cottage industry shall not exceed the level of service adopted for the public roadway which accesses the use, nor generate significant traffic in excess of that normally generated by typical uses found within the particular district.**
 - h. No business may provide drive-through service.
 - i. **The use of more than six (6) general purpose and/or heavy duty vehicles and the employment of more than six (6) employees for exclusive use of the business are prohibited. In approving the conditional use, the number of vehicles that may be**



Bulloch County Departmental Review

parked on the premises at any time may be limited and vehicles may be required to be kept behind an enclosed fenced or buffered area.

- j. A permitted cottage industry shall maintain a service agreement with a competent waste handler chosen from a list provided by the Hazardous Waste Management Section of the Georgia Environmental Protection Division of the Georgia Department of Natural Resources, for the periodic removal and recycling of any batteries, gasoline, oil, transmission fluid, brake fluid, and other solvents and chemical agents. Interim storage of such materials shall be in a manner satisfactory to the County Health Department. The County Public Safety Director shall verify the use or absence of hazardous materials for the cottage industry upon registration.
- k. **There shall be no parking or storage of damaged vehicles except on a temporary basis which is not to exceed 72 hours. Junk parts and junk vehicles shall not be kept outside the building.**
- l. No nuisances shall be produced including but not limited to smoke, glare, vibrations, noises, or odors that may be discernable by neighbors proximate to the dwelling unit.
- m. There shall be no structural, electrical or plumbing alterations necessary for the cottage industry which is not customarily found in dwellings or residential accessory structures.
- n. **There shall be no outdoor display of merchandise on the premises.**
- o. All noise generating operations shall be buffered.
- p. All lights shall be directed on site and shielded to reduce glare to adjacent areas.
- q. Business operations shall not cause any visual or audible interference with radio or television reception.
- r. **One sign is permitted advertising the cottage industry, not exceeding two (2) square feet, that is non-moving, and which has illumination, if any, which is non-flashing.**
- s. **A Cottage Industry shall register for a County Occupational Tax Certificate as may be required by all other businesses subject to such certification.**

Participants

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



Bulloch County Departmental Review

Agenda Item:	6	Meeting Date:	April 7, 2015
Application #:	RZ2015-009	Application Type:	Rezoning
Request:	Five Chop Development, LLC submitted an application to rezone 2.31 acres out of a 3.81 acre tract from R-40 (residential 40,000 square feet) to NC (Neighborhood Commercial) to construct a Gasoline Station with a Convenience Store. The property is located at the intersection on Rushing Road and Burkhalter Road. Lindsay Martin is acting as agent.		

Applicant:	Five Chop Development, LLC	Acres in Request:	2.31
Location:	Rushing Road	Acres in Lot:	3.81
Map #:	107 000014 011	Current Zoning:	R-40
Future Land Use:	Suburban-Neighborhood	Requested Zoning:	NC
Directions to Property:	Take Hwy 80 East, turn right onto Rushing Road. Property will be at the intersection of Rushing Road and Burkhalter Road on the left.		
Planning & Zoning Commission Recommendation:	To approve the request with conditions by a 6-0 vote.		

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



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Land Use Planning Impact	
Future Land Use Map	<ul style="list-style-type: none"> Being in a Suburban Neighborhood Character Area, the Bulloch County Joint Comprehensive Plan and the Joint Interim land Use Plan for the CCR #1 District indicates that the property would be <i>appropriate for mixed use or planned unit development</i>.
Existing Land Use Pattern	<ul style="list-style-type: none"> This is a transitioning area with a mix of very low density <i>single-family residential uses</i>, at adjacent and nearby properties.
Zoning Patterns and Consistency	<ul style="list-style-type: none"> The proposed change in zoning appears to be <i>inconsistent</i> with the zoning patterns in the nearby area, although a development of this magnitude creates the preference for integration with a planned development.
Neighborhood Character	<ul style="list-style-type: none"> There is evidence that the proposed change in use will injure or detract from existing neighborhoods unless integrated with a mixed use or planned development scheme. No architectural design or neighborhood details have been proffered for the project, so integration with neighborhood character cannot be defined.
Accessibility and Connectivity to Other Neighborhoods and Community Services	<ul style="list-style-type: none"> Development is dependent on car traffic; no public transit available. No sidewalk improvements are proposed to connect with the proposed S&S Greenway. No retail centers other community centers within one-mile. No major employment centers nearby. Pedestrian and bike facilities are proposed nearby.
Proposed Density (see analysis at end of document)	<ul style="list-style-type: none"> Net: 1.0 unit per acre. (size of structure unknown).
Multijurisdictional	<ul style="list-style-type: none"> No impact.
Impact – Negative	<ul style="list-style-type: none"> Limited connectivity to neighborhoods and community services.

Fiscal and Economic Impact	
Property Values	<ul style="list-style-type: none"> Values for adjacent properties may or may not be enhanced by the proposed development provided aesthetic restrictions are placed in private deed covenants, and, if enforcement of governmental land use and property maintenance regulations is applied. However, failure to enforce any property standards is likely to result in stagnant or lower property values. Amount of investment not proffered by developer; best estimate is \$450,000.
Short Term Job Creation	<ul style="list-style-type: none"> No information available.



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Fiscal and Economic Impact	
Long Term Job Creation	<ul style="list-style-type: none"> No information available.
Impact on Existing Industry	<ul style="list-style-type: none"> Would result in short-term indirect jobs in the construction sector and a limited number of retail jobs.
Jobs-Housing Balance	<ul style="list-style-type: none"> Housing supply is sufficient for new jobs created. Bulloch County's unemployment rate is higher than the regional rate, but lower than the state and national rate.
Fiscal Impact	<ul style="list-style-type: none"> Approximately \$2,300-\$3,000 in new revenue. Expenditures for public services would require further review based on jobs created and investment.
Impact – Neutral	<ul style="list-style-type: none"> Insufficient information to make a determination.

Water-Sewer Infrastructure Impact	
Water System	<ul style="list-style-type: none"> Will be connected to a private community system currently serving the Greystone Development.
Sewerage	<ul style="list-style-type: none"> On-site septic systems which would be approved by the County Health Department.
Impact – Neutral	<ul style="list-style-type: none"> Does not appear to be a presence of hydric soils pose limitations for septic tanks.

Public School Impact	
Additional Students Created	<ul style="list-style-type: none"> NA
High School Feeder System	<ul style="list-style-type: none"> NA
Middle School District	<ul style="list-style-type: none"> NA
Elementary School District	<ul style="list-style-type: none"> NA
Impact – Positive	<ul style="list-style-type: none"> NA

Parks Impact	
Nearest Public Recreation Facilities	<ul style="list-style-type: none"> S&S Greenway.
Level of Service (national standard: 6.5 acres of parkland per 1,000 pop.)	<ul style="list-style-type: none"> Currently, 4.43 acres per 1,000 population.
Level of Service Impact Created by the Development	<ul style="list-style-type: none"> No impact.
Open Space	<ul style="list-style-type: none"> Reserved, on-site open space or other accommodations has not been proffered.
Impact – Negative	<ul style="list-style-type: none"> No LOS deficiency created. No accommodations have been made for S&S Greeway.

Solid Waste Management Impact	
Collection Services	<ul style="list-style-type: none"> Private collection services are available.
Nearest Existing Solid Waste and Recycling Centers	<ul style="list-style-type: none"> Five Points Recycling Center.
Waste Generation Estimate	<ul style="list-style-type: none"> 3 tons per year.
Landfill Capacity	<ul style="list-style-type: none"> Dependent on air rights rationing at the Broadhurst landfill in Wayne, County, Georgia, landfill capacity is adequate.



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Impact – Neutral	<ul style="list-style-type: none"> No significant impact on the County's Solid Waste Management Plan or Municipal Ordinance requirements is expected. The Five Points Recycling Center would not necessarily be overburdened.
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Environmental Impact	
Use of Green Building Techniques	<ul style="list-style-type: none"> Expected to provide conventional energy and water delivery systems; no known recycling during or after construction.
Drainage Basin	<ul style="list-style-type: none"> Mill Creek
Wetlands and Flood Zones	<ul style="list-style-type: none"> Development does include wetland areas requiring delineation will have to be approved by the Army Corps of Engineers. Floodplain management is subject to further local development review.
Stormwater	<ul style="list-style-type: none"> No impervious surface measure was presented by the applicant. The impervious surface ratio based on the proposed use is estimated at no less than 50% of the total land tract including rooftops, sidewalks and parking lots. Because of the potential for runoff, a stormwater and drainage plan would need to be submitted and approved by the County Engineer, prior to acceptance of a Final Development Plan.
Aquifer Recharge Areas	<ul style="list-style-type: none"> No impact or relevance.
Water Supply Watersheds	<ul style="list-style-type: none"> No impact or relevance.
River Corridors	<ul style="list-style-type: none"> No impact or relevance.
Air	<ul style="list-style-type: none"> No impact or relevance.
Soils	<ul style="list-style-type: none"> The property consists of Tifton Loamy Sands which are capable of posing limitations for septic tanks.
Historic or Archeological Resources	<ul style="list-style-type: none"> The Bulloch County Comprehensive Plan that Burkhalter Road is a road of historic significance.
Resources of Regional or Statewide Importance	<ul style="list-style-type: none"> No impact or relevance.
Impact - Neutral	<ul style="list-style-type: none"> This property may only be environmentally suitable for more intensive development if proper mitigation measures are taken. Presence of hydric soils may limit on-site septic placement. A master planned development with appropriate clustering of mixed uses would be more appropriate than a Euclidean zoning approach. A stormwater management plan following the Georgia Stormwater Management Manual should be required.

Transportation Impact	
ITE Trip Generation	<ul style="list-style-type: none"> Trip ends per day do not warrant a traffic impact study.



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Transportation Impact				
Rate				
2007 Average Daily Trips at Nearest GDOT Traffic Count Stations	<ul style="list-style-type: none"> Burkhalter Road, less than one-mile west from site – 4,450 AADT Bidirectional. 			
Railroads	<ul style="list-style-type: none"> No impact or relevance. 			
Proposed Road Construction Within Development	<ul style="list-style-type: none"> Public roads not required, stub-outs to form a service roads or inter-parcel access into adjacent lots are recommended. 			
Parking	<ul style="list-style-type: none"> Paved on-site parking would be permitted pursuant to the county zoning code. There is no known provision for street parking that has been submitted by the applicant. 			
Functional Classification for Major Access Roads	GDOT Functional Class	Transportation Plan Functional Class	Pavement Condition	Current LOS
<i>Burkhalter Road</i>	Local	Urban Arterial	Fair	C or Better
<i>Pretoria Rushing Rd.</i>	Local	Local	Fair	C or Better
<i>S&S Greenway</i>	Bike-Ped facility; Local	Minor Collector	None	C or Better
Intersection Capacity	<ul style="list-style-type: none"> All current and nearby intersections are in adequate for this level of proposed development. The <i>Bulloch County Transportation Plan</i> calls for a proposed roundabout intersection at this location. 			
Pedestrian Access	<ul style="list-style-type: none"> The project should accommodate pedestrian facilities, but there is not a planned connection to other such paths. The Master Greenways Plan and other planning documents should be consulted to determine connections or improvements. Establishing the beginning of a sidewalk system needs to be part of the development. 			
Impact - Negative	<ul style="list-style-type: none"> A traffic study has not been submitted. LOS may decrease on local and collector roads. Given the scale of the development, road infrastructure and traffic safety are deficient without any mitigation measures by the developer. A traffic study would need to be conducted to determine appropriate mitigation measures. There are planned pedestrian or bikeway connections. 			

Emergency Service Impact			
Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Statesboro)	4 miles, 5-10 minutes response time.	ISO Rating 3	Professional service.
Fire (Brooklet)	5 miles, 10 minutes	ISO Rating 9	Volunteer.
EMS-Rescue	5 miles, 10-15	(-0.002) EMT /	Currently only one station



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(County)	minutes response time	Paramedic deficiency per 1,000 population	county-wide.
Emergency Management (County)	Mutual Aid	Depends on type of disaster.	Emergency Operations and Hazard Mitigation Plans have been updated and are current.
E-911 Communications	5 miles; NA.	No impact.	Street addresses can be easily assigned and identified.
Sheriff (Secondary: County)	5 miles, 10-15 minutes depending on patrolling patterns	NA	Shift of 3 covers 684 square miles
Georgia State Patrol (Triage)	6 mile, 20 minutes depending on patrolling patterns	NA	Post #45 located south of Statesboro on US 301
Impact - Neutral	Response time is likely to be adequate for law enforcement and fire; marginal or inadequate for EMS-Rescue. A site for a future fire or EMS station has been proposed.		

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning		X	
Fiscal-Economic	X		
Public Schools	X		
Parks and Recreation		X	
Water-Sewer			X
Solid Waste			X
Environmental			X
Transportation		X	
Emergency Services			X
Total	2	3	4
Local Impact Findings	<ul style="list-style-type: none"> Project will have an overall neutral local impact if traffic, pedestrian and neighborhood impacts are mitigated through zoning conditions. Future subdivision on a lot by lot basis without future master planning is discouraged. 		

FINAL STAFF RECOMMENDATION

The subject property appears suitable for development. However, the preference of the Joint Interim Land Use Plan indicates that the larger tract should be master planned.

The staff recommends approval of the request with the same conditions that where approved on the 1.5 acre part of the parcel rezone approved by the Board of Commissioners on January 5, 2010:



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Condition Category	Conditions By Category
Architectural Requirements	<ul style="list-style-type: none"> • Use of the property shall be limited to a convenience store with a gas station. Any other use, even if listed as a permitted use in the zoning ordinance for this particular zoning district, shall require a modification of this condition by the Board of Commissioners prior to its commencement. Any modification of this or any other condition must follow the same procedures as required for a rezoning application. • The height and color of all buildings and shall be uniform in appearance. Earth tone colors complimentary to building design shall be required. • The site shall be designed so that no mechanical equipment (HVAC units, etc.) is visible from the adjoining properties or public right-of-way. • Building facades visible from the street or adjoining properties (except for trim, windows and doors) shall consist of primarily brick or decorative masonry compatible with the character of the proximate residential neighborhoods. • No merchandise for sale shall be allowed outside of the building except for newspapers, ice machines and propane gas or similar goods customary to convenience store sales. All such goods shall be attached to or contiguous to the building. • No Automated Teller Machines shall be permitted outside the building.
Signage	<ul style="list-style-type: none"> • One (1) freestanding landscaped monument sign will be permitted with a height limit twelve (12) feet from normal grade, and shall consist of materials consistent with the primary building façade identifying the property. • The color of the canopy sign should be compatible with the color or trim of the building façade. • All other signage must meet county code compliance. • No billboards will be permitted.
Entrances	<ul style="list-style-type: none"> • All driveway entrances and parking islands shall be landscaped.
Access	<ul style="list-style-type: none"> • All access, driveway and parking areas serving the general public shall be paved and meet commercial driveway standards. • All driveways curb-cuts must be a minimum of 150' from the intersection. • To minimize future curb cuts paved 50' wide stub outs shall be placed 20' behind the public right-of-way along both Pretoria Rushing Road and Burkhalter Road to form future roadway or internal circulation connections to adjacent property.
Commercial Solid Waste Receptacles	<ul style="list-style-type: none"> • Such receptacles permitted shall be placed on a concrete foundation and screened from view from the street and adjacent parcels by an opaque fence at a height that is no less than the height of the receptacle.
Lighting	<ul style="list-style-type: none"> • All security lighting fixtures must be downcast and shall not produce glare or a nuisance to drivers or the surrounding properties. • Canopy lighting must be recessed into its ceiling.
Loading	<ul style="list-style-type: none"> • All loading spaces (except for gasoline pumps), shall be at the side of the buildings to enhance internal circulation.
Stormwater Management	<ul style="list-style-type: none"> • <i>Upon submitting an application for a conceptual site plan, a hydrology study and stormwater management plan prepared by a professional</i>



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	<p>licensed engineer showing necessary mitigation measures following the Georgia Stormwater Management Manual shall be submitted and approved by the County Engineer.</p>
Buffers and Landscaping	<ul style="list-style-type: none"> • Upon submitting an application for a conceptual site plan, a landscape plan drawn to scale by a qualified landscape designer shall be submitted to the Zoning Administrator and reviewed and approved by the staff development review committee to meet conformance of these conditions. • A 25-foot wide buffer and visual screening pursuant to Sections 405 and 407 of the zoning ordinance along the eastern and northern boundaries shall be required. • There shall be a landscaped strip established along the perimeter frontage of the property to include a dense mix of trees (forming a streetscape) and massed low to medium height shrubbery, and sodded area to soften the visual effect of the parking and fuel pump areas. • All landscaping shall be installed <i>prior to a certificate of occupancy being issued</i>.
Traffic and Road Improvements	<ul style="list-style-type: none"> • Upon submitting an application for a conceptual site plan, a traffic impact study according to county policies shall be prepared at the developer's expense and shall also be submitted. • Unless the traffic study results in or warrants additional improvements, the developer shall at the minimum provide: <ol style="list-style-type: none"> a) Dedication of 20' of right-of-way in fee simple in favor of Bulloch County along the length of the development on Burkhalter Road and Pretoria Rushing Road for future long-term intersection improvements. b) Intersection improvements shall be installed prior to a <i>certificate of occupancy being issued</i> that provides for a right turn channelization lane with a raised concrete median and crosswalk at the northeast corner of Burkhalter and Pretoria Rushing. The crosswalk should also extend across Pretoria Rushing Road. Urban roadside drainage improvements using raised curb and gutter sections will be required along the length of the frontage. c) The developer shall be required to install any signage or safety devices according to the Manual on Uniform Traffic Control Devices. • All costs for mitigation measures recommended by the study and approved by the county shall be borne by the developer.
Sidewalks	<ul style="list-style-type: none"> • <i>Prior to receiving a certificate of occupancy</i> a pedestrian sidewalk shall be installed along the length of the development on both Pretoria Rushing Road and Burkhalter Road. All sidewalks and raised islands in pedestrian ways shall have depressed curbs where appropriate and be ADA compliant.
Conceptual Site Plan	<ul style="list-style-type: none"> • A conceptual site plan will be required to be submitted to Planning and Zoning Commission prior to approval for a land disturbing permit.

Staff Reminders

Section 405. Required buffers in commercial and industrial districts.



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In any commercial or industrial zoning district where a lot abuts any residential district or any adjacent residential use, a 25-foot wide buffer shall be provided with screening as specified in Section 407. Off-street parking associated with such uses shall be governed by this same provision.

Section 406. Screening of service areas within 100 feet of the public street.

Any service area, loading area, refuse, or storage area between a principal building and a public street being visible from such street and lying within 100 feet of such street shall be provided with screening as specified in Section 407.

Section 407. Screening required.

Whenever screening is required by this appendix, a durable masonry wall, or fence and hedge of sufficient opacity to provide a visual blind designed to be compatible with the character of adjoining properties, shall be provided. Such fences and/or walls shall be at least six feet in height, but no greater than eight feet in height, measured from the ground along the common lot lines of the adjoining properties. When hedges or natural plantings are used (together with the fence prescribed) to form the required screening, the minimum sufficient opacity shall be deemed to require no less than three feet of plantings and/or hedge in the area immediately adjacent to the fence, measured along the ground surface from the fence to the inside border of such plantings and/or hedge plantings. Hedges of comparable natural plantings shall be of such variety that an average height of at least six feet could be expected by normal growth within no later than two years from the time of planting. The building official shall make determination of the degree of satisfactory completion of required screening according to a common standard; the building official's decisions in each instance may be appealed to the planning and zoning commission.

Participants

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



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Agenda Item:	7	Meeting Date:	April 7, 2015
Application #:	RZ2015-010	Application Type:	Conditional Use
Request:	Five Chop Development, LLC submitted an application for a conditional use to construct a Gasoline Station with a Convenience Store. This conditional Use was originally approved on January 5, 2010 but no building permit was ever applied for so it expired. The property is located at the intersection on Rushing Road and Burkhalter Road. Lindsay Martin is acting as agent.		

Applicant:	Five Chop Development, LLC	Acres in Request:	3.81
Location:	Rushing Road	Acres in Lot:	3.81
Map #:	107 000014 011	Current Zoning:	NC
Future Land Use:	Suburban-Neighborhood		
Directions to Property:	Take Hwy 80 East, turn right onto Rushing Road. Property will be at the intersection of Rushing Road and Burkhalter Road on the left.		
Planning & Zoning Commission Recommendation:	To approve the request by a 4-2 vote.		

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



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Land Use Planning Impact	
Future Land Use Map	<ul style="list-style-type: none"> Being in a Suburban Neighborhood Character Area, the Bulloch County Joint Comprehensive Plan and the Joint Interim land Use Plan for the CCR #1 District indicates that the property would be <i>appropriate for mixed use or planned unit development</i>.
Existing Land Use Pattern	<ul style="list-style-type: none"> This is a transitioning area with a mix of very low density <i>single-family residential uses</i>, at adjacent and nearby properties.
Zoning Patterns and Consistency	<ul style="list-style-type: none"> The proposed change in zoning appears to be <i>inconsistent</i> with the zoning patterns in the nearby area, although a development of this magnitude creates the preference for integration with a planned development.
Neighborhood Character	<ul style="list-style-type: none"> There is evidence that the proposed change in use will injure or detract from existing neighborhoods unless integrated with a mixed use or planned development scheme. No architectural design or neighborhood details have been proffered for the project, so integration with neighborhood character cannot be defined.
Accessibility and Connectivity to Other Neighborhoods and Community Services	<ul style="list-style-type: none"> Development is dependent on car traffic; no public transit available. No sidewalk improvements are proposed to connect with the proposed S&S Greenway. No retail centers other community centers within one-mile. No major employment centers nearby. Pedestrian and bike facilities are proposed nearby.
Proposed Density (see analysis at end of document)	<ul style="list-style-type: none"> Net: 1.0 unit per acre. (size of structure unknown).
Multijurisdictional	<ul style="list-style-type: none"> No impact.
Impact – Negative	<ul style="list-style-type: none"> Limited connectivity to neighborhoods and community services.

Fiscal and Economic Impact	
Property Values	<ul style="list-style-type: none"> Values for adjacent properties may or may not be enhanced by the proposed development provided aesthetic restrictions are placed in private deed covenants, and, if enforcement of governmental land use and property maintenance regulations is applied. However, failure to enforce any property standards is likely to result in stagnant or lower property values. Amount of investment not proffered by developer; best estimate is \$450,000.



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Fiscal and Economic Impact	
Short Term Job Creation	<ul style="list-style-type: none"> No information available.
Long Term Job Creation	<ul style="list-style-type: none"> No information available.
Impact on Existing Industry	<ul style="list-style-type: none"> Would result in short-term indirect jobs in the construction sector and a limited number of retail jobs.
Jobs-Housing Balance	<ul style="list-style-type: none"> Housing supply is sufficient for new jobs created. Bulloch County's unemployment rate is higher than the regional rate, but lower than the state and national rate.
Fiscal Impact	<ul style="list-style-type: none"> Approximately \$2,300-\$3,000 in new revenue. Expenditures for public services would require further review based on jobs created and investment.
Impact – Neutral	<ul style="list-style-type: none"> Insufficient information to make a determination.

Water-Sewer Infrastructure Impact	
Water System	<ul style="list-style-type: none"> Will be connected to a private community system currently serving the Greystone Development.
Sewerage	<ul style="list-style-type: none"> On-site septic systems which would be approved by the County Health Department.
Impact – Neutral	<ul style="list-style-type: none"> Does not appear to be a presence of hydric soils pose limitations for septic tanks.

Public School Impact	
Additional Students Created	<ul style="list-style-type: none"> NA
High School Feeder System	<ul style="list-style-type: none"> NA
Middle School District	<ul style="list-style-type: none"> NA
Elementary School District	<ul style="list-style-type: none"> NA
Impact – Positive	<ul style="list-style-type: none"> NA

Parks Impact	
Nearest Public Recreation Facilities	<ul style="list-style-type: none"> S&S Greenway.
Level of Service (national standard: 6.5 acres of parkland per 1,000 pop.)	<ul style="list-style-type: none"> Currently, 4.43 acres per 1,000 population.
Level of Service Impact Created by the Development	<ul style="list-style-type: none"> No impact.
Open Space	<ul style="list-style-type: none"> Reserved, on-site open space or other accommodations has not been proffered.
Impact – Negative	<ul style="list-style-type: none"> No LOS deficiency created. No accommodations have been made for S&S Greeway.

Solid Waste Management Impact	
Collection Services	<ul style="list-style-type: none"> Private collection services are available.
Nearest Existing Solid Waste and Recycling Centers	<ul style="list-style-type: none"> Five Points Recycling Center.
Waste Generation Estimate	<ul style="list-style-type: none"> 3 tons per year.
Landfill Capacity	<ul style="list-style-type: none"> Dependent on air rights rationing at the Broadhurst landfill



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	in Wayne, County, Georgia, landfill capacity is adequate.
Impact – Neutral	<ul style="list-style-type: none"> No significant impact on the County’s Solid Waste Management Plan or Municipal Ordinance requirements is expected. The Five Points Recycling Center would not necessarily be overburdened.

Environmental Impact	
Use of Green Building Techniques	<ul style="list-style-type: none"> Expected to provide conventional energy and water delivery systems; no known recycling during or after construction.
Drainage Basin	<ul style="list-style-type: none"> Mill Creek
Wetlands and Flood Zones	<ul style="list-style-type: none"> Development does include wetland areas requiring delineation will have to be approved by the Army Corps of Engineers. Floodplain management is subject to further local development review.
Stormwater	<ul style="list-style-type: none"> No impervious surface measure was presented by the applicant. The impervious surface ratio based on the proposed use is estimated at no less than 50% of the total land tract including rooftops, sidewalks and parking lots. Because of the potential for runoff, a stormwater and drainage plan would need to be submitted and approved by the County Engineer, prior to acceptance of a Final Development Plan.
Aquifer Recharge Areas	<ul style="list-style-type: none"> No impact or relevance.
Water Supply Watersheds	<ul style="list-style-type: none"> No impact or relevance.
River Corridors	<ul style="list-style-type: none"> No impact or relevance.
Air	<ul style="list-style-type: none"> No impact or relevance.
Soils	<ul style="list-style-type: none"> The property consists of Tifton Loamy Sands which are capable of posing limitations for septic tanks.
Historic or Archeological Resources	<ul style="list-style-type: none"> The Bulloch County Comprehensive Plan that Burkhalter Road is a road of historic significance.
Resources of Regional or Statewide Importance	<ul style="list-style-type: none"> No impact or relevance.
Impact - Neutral	<ul style="list-style-type: none"> This property may only be environmentally suitable for more intensive development if proper mitigation measures are taken. Presence of hydric soils may limit on-site septic placement. A master planned development with appropriate clustering of mixed uses would be more appropriate than a Euclidean zoning approach. A stormwater management plan following the Georgia Stormwater Management Manual should be required.

Transportation Impact