



**Bulloch County
Board of
Commissioners
Regular Meeting**

**06.02.2015
Estimated Time: Hour & 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, 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	Vice-Chairman Thompson	5:32 PM	
Roll Call	Clerk	5:34 PM	
Approval of Zoning Agenda	Planning and Zoning	5:35 PM	
Public Hearing: Rezone Request	Krutik Patel		Tab A
Approval of General Business Agenda	Chairman	5:45 PM	
Public Comments	Audience	5:50 PM	
Consent Agenda	Chairman	5:55 PM	
Approve Minutes of the Special Called Meeting held on May 12, 2015 and the Regular Meeting held on May 19, 2015	Clerk of the Board		Tab B
Approval appointment of Walter Gibson to the Coastal Regional Commission Aging Services Advisory Council	County Manager		Tab C
Approve re-appointment of Ellis Wood, Brian Kent, Doug Collins, and Alan Davis to the Airport Committee	County Manager		Tab D
Approval of a Ground Lease with Air Evac EMS Inc.	County Attorney		
Approve appointment of Raymond Scott to the Bulloch County Alcohol and Drug Council	County Manager		Tab E
Approve renewal contract with Vaisala for weather services	Airport		
New Business		6:00 PM	
Discussion and/or Action: To approve alcoholic beverage license for retail beer and wine sales to Brandi Kea and Lav Brothers Inc. d/b/a Clito Store located at 5901 highway 24 Statesboro	Clerk of the Board		Tab F
Commission and Staff Comments	Chairman, et al.	6:05 PM	
Executive Session (Personnel/Potential Litigation)	County Manager	6:15 PM	
Adjourn	Chairman	6:25 PM	

Additional Information: None

Background information in Board packets.

***Board of Commissioners
Agenda for
June 2, 2015
5:30 P.M.***

1. Rezone Request.....Krukit Patel



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	June 2, 2015
Application #:	RZ2015-024	Application Type:	Rezoning
Request:	Krutik Patel submitted an application to rezone a 0.16 acre parcel from R-25 (Residential 25,000 square feet) to GC (General Commercial). The convenience store located on the property has been closed for more than 6 months. The property is located at 8090 Nevils Groveland Road in Nevils.		
Planning & Zoning Commission Recommendation:	To approve with a 6-0 vote.		

Applicant:	Krutik Siddharth Patel	Acres in Request:	0.16
Location:	8090 Nevils Groveland Road	Existing Lots:	1
Map #:	N01 000016 000	Current Zoning:	R-25
Community Name:	Nevils	Requested Zoning:	GC
Future Land Use:	Rural-Neighborhood		
Directions to Property:	Take Hwy 67 to Denmark and turn right onto Nevils Denmark Road. At four way stop in Nevils turn left and property will be on the left.		

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

LAND USE PLANNING IMPACT



Bulloch County Departmental Review

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

Existing Land Use Pattern: There are primarily residential and commercial 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 of 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 0.2 miles (response time 9 minutes) 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. Nevils Groveland Road is a county 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 22 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

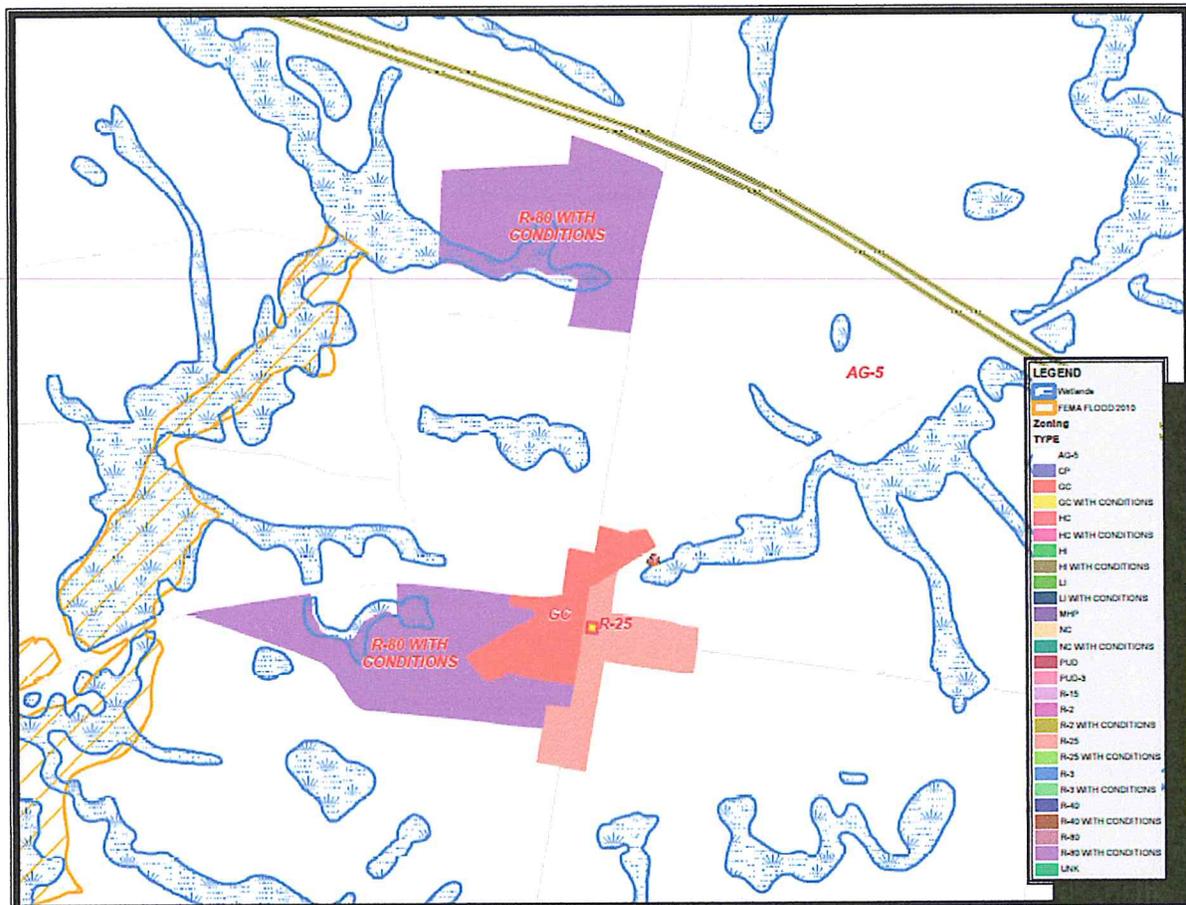
FINAL STAFF RECOMMENDATION

Due to the fact that the convenience store has been on the property for many years but has not been in operation during the past 6 months the subject property appears suitable for the proposed rezone.

The staff recommends approval of the rezone request.

Participants

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



May 12, 2015
Statesboro, GA

Special Called Meeting

The Board of Commissioners met for a called meeting at 8:30 a.m. in the Community Room of the North Main Annex. Chairman Nevil called the meeting to order and welcomed staff.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson, and Commissioner Ethridge. The following staff were present: County Manager Tom Couch, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Accountant Kristie King, Management Analyst Cindy Steinmann, EMS Director Doug Vickers, Fire Chief Chris Ivey, Training Officer Ben Tapley, Public Safety Director Ted Wynn, Public Safety Deputy Director Lee Eckles, Statesboro-Bulloch Parks and Recreation Director Mike Rollins, Sheriff Lynn Anderson, Chief Deputy Jared Akins, Probation Director Christie Black, Accounting Tech Carol Waters, 911 Director Kelly Barnard, Shelter Manager Wendy Ivey, and Animal Control Officer Joey Sanders.

After Roll Call, Chairman Nevil asked for a motion to open the floor for budget interviews to begin. Commissioner Mosley offered a motion to open the floor for the budget interviews to begin. Commissioner Rushing seconded the motion, and it carried unanimously with Commissioner Gibson, Commissioner Rushing, Commissioner Thompson and Commissioner Mosley all voting in favor of the motion.

Mr. Couch discussed the general agenda for the budget interviews and stated that the proposed budgets and supplemental requests had been prepared with the intent to provide the governing authority and the general public an opportunity and a mechanism to gain information concerning the purposes for which local revenues are proposed to be spent; with further intent to provide appropriate information to assist the governing authority and other elected officials of the County in carrying out their lawful responsibilities; and, with further intent to provide for the collection and reporting of information so as to assist local policymakers and taxpayers in understanding and evaluating county government service delivery and operations.

Mr. Couch called on Sheriff Anderson and Chief Deputy Akins to begin their presentation for the Sheriff's office and its sub-budget components to include: Patrol/Administration), Jail, Crime Investigation, Crime Suppression and Courthouse Security. Sheriff Anderson began by stating that he and Chief Deputy Akins spent a lot of time preparing the budget report and believed that it captures the various components of the Sheriff's office. Chief Deputy Akins began by discussing the services provided by the Sheriff's office and the department's impact upon the county. He discussed the Sheriff's office, Jail, Crime Investigation, Crime Suppression and Courthouse Security sub-budgets in great detail. Chief Deputy Akins reported challenges with shortages in retaining patrol deputies, which affects the department's ability to maintain appropriate support, affects the costs of overtime payments, and presents a safety concern when a limited number of deputies are available with the increase in population and service calls. Chief Deputy Akins stated salaries at the entry level and for dispatchers have lagged behind area norms and as a result retention has become a critical issue as the department is constantly hiring and training new employees because of resignations.

Chief Deputy Akins stated they have utilized alternate sources of funding such as inmate commissary, inmate phone accounts, and housing of federal inmates to pay for vital and unexpected needs, but these revenues cannot be counted on because of fluctuation. He stated the revenues from the inmate phone account will cease in the near future due to pending changes put forth by the Federal Communications Commission on inmate phone accounts. Chief Deputy Akins stated as a result of these challenges faced in FY2015, their supplemental request for the FY2016 Budget includes the following: (1) 8 certified patrol deputies equipped with vehicles and necessary equipment; (2) replace funding for critical services from the inmate phone account with funding from the General Fund; (3) raise dispatcher (Grade 12) pay to equate to patrol deputy (Grade 14) pay; (4) increase starting salaries for jail deputies; (5) replace aging vehicles in a fleet of nearly 100 vehicles to keep maintenance costs down; (6) develop a Public Safety Planning Group with the Commissioners to ensure that all public safety staff have an effective voice in long term planning for growth; (7) add training (for travel, tuition and ammunition) and K-9 line item accounts to current budget.

Chief Deputy Akins stated long term goals included: (1) looking at additional expansion for jail and administrative office space within the next 3-5 years; (2) planning for growth of the department's level of activity and operation in the coming future; (3) long range planning

between Public Safety, staff and the Commissioners remains critical in the coming years. Sheriff Anderson and Chief Deputy Akins answered questions relating to their budget presentation and thanked the Commissioners for their time and continued support.

The meeting was reconvened after a recess for lunch. Chairman Nevil called on Mr. Wynn to present the next presentation. Mr. Wynn and Mrs. Barnard described the E911 program and the services the department provides. Mr. Wynn stated that Bulloch County is one of the few non-metro counties in Georgia that is self-sustaining from surcharge and contract fees alone. Mr. Wynn stated E911 supplemental requests were as follows: (1) purchase a new copier with an estimated cost of \$3,000; (2) purchase a new CAD anywhere program which will allow any responding agency to view open case cards for their department, obtain times on open cases, or print or view closed cases that are needed for their reports, and have the ability to see Bulloch's map program from their computer, iPad, tablet or smart phone. The current system has the option to have CAD anywhere and the estimated cost will be \$5,400 with E911, EMS and County Fire splitting the cost among the three departments; (3) replace carpet in E911 center with an estimated cost of \$2,000; (4) re-certify dispatchers in Emergency Medical Dispatch, which will allow dispatchers to give pre-arrival instructions to a 911 caller. The previous certification company went out of business and the department would need to re-certify dispatchers under a nationally known EMD system, with an estimated cost of \$8,000 to \$12,000.

Mr. Wynn stated that other supplemental budget request includes replacement of the 911 telephone system with an estimated cost of \$195,000 for a new system; this will include 5 years of service and supports. He stated the current radio system also needed to be upgraded and the department was currently using an 800 MHz P-15/Analog system for which service and support would expire in 2017. The estimated cost to upgrade is \$1.5 million plus the cost of radios. Mr. Wynn recommends expanding the 700 MHz P-25/Digital system, which is the highest radio standard in public safety. He stated the County could save about \$3,000 per month by constructing a new tower near the Stilson Elementary School Recreation Department area. The estimated cost to expand this system is \$2.6 million plus the cost of new radios. Mr. Wynn stated that lastly they are requesting a radio console upgrade as current consoles were purchased in 2000 and will need to be replaced by 2017 to support either the 800 MHz or 700 MHz radio systems. The estimated cost will be \$510,000.

Mr. Couch called on Mrs. Black to present the budget report for the Probation Department. Mrs. Black stated that they are requesting \$40,000 in supplement requests to include: (1) \$900 for education and training of staff; (2) \$5,000 for 6 new computers and 3 new monitors; (3) \$30,000 for a new vehicle to replace the two current vehicles. Mrs. Black stated by downsizing this will save the County the cost of maintaining auto insurance, vehicle maintenance and repairs for two vehicles; (4) \$800 to purchase 8 lobby chairs; (5) move \$1,000 to rental equipment to offset some of the rental equipment costs; (6) \$1,500 for rental equipment costs; (7) \$500 initial cost for shred company agreement; (8) \$300 to purchase updated accounting software; (9) an additional \$2,000 to cover phone costs; (10) \$500 for increased cost of postage for probationer notification. Mrs. Black stated that they would like to implement a cash fee to probationers for copies of documents to offset the cost of paper and toner.

Mr. Couch called on Mr. Vickers and Mr. Wynn to present the budget report for EMS. Mr. Wynn provided a brief overview of EMS services and its impact upon the County. Mr. Wynn stated that EMS supplemental requests include the following: (1) reclassification of personnel by reclassifying 3 current supervisors to the title of captain and the addition of 3 lieutenants with an estimated cost of \$2,000 in uniform changes and an additional \$200,323 in salaries and fringe benefits for four additional full time personnel; (2) \$3,600 for internal audit expenses to check the level of service billed, crew documentation, signatures, and ALS/BLS modifiers used to ensure accuracy; (3) \$4,000 for finger reader security system needed to document who, when and what employees are accessing in a secured area; (4) \$150,000 per unit per year for the next 3 years for new ambulances; (5) \$29,000 per unit per year for the next 3 years for 12 lead monitor equipment; (6) \$25,000 for a new pickup because the current vehicle is not reliable and is needed to transport equipment and personnel; (7) \$5,000 for server upgrade.

Mr. Couch called on Mr. Sanders and Mr. Wynn to present the budget report for Animal Control and Humane Enforcement. Mr. Wynn gave a brief overview of the department's services and its impact upon the County and City. Mr. Wynn stated the department's supplemental requests include the following: (1) \$3,000 to assist with the cost of striping and transferring existing equipment to the new vehicle; (2) \$4,800 for equipment such as traps, snares and tranquilizer equipment; (3) \$1,200 for ongoing training for personnel.

Mr. Couch called on Ms. Ivey to present the budget report for the Animal Shelter. Ms. Ivey gave a brief overview of the services the Animal Shelter provides and its impact upon the

County. Ms. Ivey stated the supplemental request includes the following: (1) \$6,950.40 added per year to the salary line for Danielle Mercer to compensate Ms. Mercer for the duties she performs; (2) \$5,000 for building maintenance to restore the old shelter building for euthanizing purposes; (3) \$600 for ongoing training to stay abreast of changes in laws concerning animal protection; (4) \$1,045 for security cameras for supply and outside areas as there have been issues with theft of dog and cat food by community volunteers; (5) \$4,950 for additional cameras to ensure full grounds security; (6) \$1,000 to establish a department website to attract and bring more community wide awareness of services; (7) \$1,500 for 3 new desktop computers. Ms. Ivey stated going forward in the coming years, the animal shelter will need to upgrade the current Shelter Pro program at a cost of \$1,750 per year, hire a new shelter attendant at a cost of \$18,000 per year, purchase an industrial washer and dryer at a cost of \$4,000, and look at beginning an animal registration program which would draw in possible revenue for the County.

Mr. Couch called on Mr. Wynn to present the budget report on Public Safety. Mr. Wynn provided a brief overview of services. He stated the supplemental requests include the following: (1) \$1,000 added to the current travel line item to attend the National Emergency Management Conference in Miami. Mr. Wynn stated that looking ahead, the department will need to replace the current vehicle for the Assistant Director as it is 8 years old and having mechanical problems from time to time. He stated another option would be to look at the hand-down option in which the Director's vehicle would be handed down to the Assistant Director, and the Assistant Director's vehicle would be handed down to 911 Addressing as these vehicles typically have low mileage and this would extend the life of all vehicles.

Mr. Couch called on Chief Ivey to present the budget report on Fire and Rescue. Chief Ivey gave an overview of fire and rescue services. He stated the supplemental requests include the following: (1) hiring 18 firefighters over a 3 year period by hiring 6 firefighters at a time; (2) hiring a secretary at a cost with benefits of \$28,634.33 to help with administrative functions and reduce the amount of overtime for Training Officer Ben Tapley; (3) requesting an additional \$3,700 for education and training, and to assist with community outreach programs; (4) 3 new fire engines over a three year period or more with an estimated cost of \$900,000; (5) 50 sets of turnout gear over a three year period with an estimated cost of \$60,000; (6) 100 breathing air bottles over a three year period with an estimated cost of \$80,000; (7) new fire hose over a three year period with an estimated cost of \$60,000; (8) portable Cascade System with an estimated

cost of \$150,000; (9) 10 new laptops with an estimated cost of \$7,000; (10) 3 new sub-stations over a three year period with an estimated cost of \$90,000; (11) command vehicle; (12) new rescue tools and equipment estimated to cost \$90,000.

Mr. Couch asked Fire Chief Tim Grams with the City of Statesboro to provide an overview of the City's challenges. Chief Grams stated that the City was facing similar challenges to the County and has had issues maintaining staff in order to meet ISO requirements. He reported that they currently have money earmarked for a third station, but the location had not been determined. Chief Grams stated in June or July of this year there will be a presentation on long hose lay which he recommends participants attend for educational and training purposes. He stated that incorporating this long hose lay could help the ISO rating. After some discussion, Mr. Couch thanked Chief Grams for his time and participation in the meeting.

Chairman Nevil asked for comments and questions concerning the information that had been presented. Hearing no other discussion, Chairman Nevil adjourned the meeting.

J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

May 19, 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, and Commissioner Mosley. Commissioner Simmons and Commissioner Ethridge were absent. The following staff was present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Financial Officer Whitney Richland, Chief Accountant Kristie King, Public Safety Deputy Director Lee Eckles, Management Analyst Cindy Steinmann, Training Officer Ben Tapley, Warden Chris Hill, and Deputy Warden Wayne Smith.

Chairman Nevil asked for changes or modifications of the General Agenda. Mr. Couch asked to modify the agenda by moving item #5 Inmate Excess Loss Medical Insurance from under the Consent Agenda to item # 3 under New Business. Commissioner Gibson offered a motion to approve the General Agenda with modifications requested by Mr. Couch. Commissioner Mosley seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil asked for public comments from the audience at large or in writing. Hearing none, Chairman Nevil stated the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on May 5, 2015; (2) To approve a Transfer of Alcoholic Beverage License for retail beer, wine and distilled spirits by the drink to Darin Van Tassell of Forest Heights Country Club located at 3772 Country Club Road Statesboro (See Exhibit #2015-063); (3) to adopt a resolution to approve Stop-Loss Insurance for the Employee Health Plan (See Exhibit #2015-064); (4) to authorize a renewal and update of a mutual aid agreement (See Exhibit #2015-065). Without further discussion, Commissioner Mosley offered a motion to approve the Consent Agenda as

presented. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion and/or Action to approve an alcoholic beverage license for retail beer and wine sales to Shiva's Food (Niren Patel and Cassandra Wiggins) located at 10941 Highway 301 South Statesboro. Chairman Nevil called on Mrs. Gaines to initiate discussion on the matter. Mrs. Gaines directed the Commissioners to review the criminal history information of Mr. Patel. After some discussion, Commissioner Rushing offered a motion to deny the Alcoholic Beverage License for Niren Patel and Cassandra Wiggins. Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil stated the second item under New Business was for Discussion and/or Action to approve the suspension or revocation of an alcoholic beverage license for Clito Store located at 5901 Georgia Highway 24. Chairman Nevil called on Mrs. Gaines to initiate discussion on the matter. Mrs. Gaines stated that the licensee had called and stated she had moved out of the county and would like to have her named removed from the license. Mrs. Gaines explained that there was no designee and the owner of the store was not a US citizen, which is a requirement for obtaining an alcoholic beverage license under Bulloch County's ordinance. After some discussion, Commissioner Thompson offered a motion to revoke the alcoholic beverage license for the Clito Store. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley all voting in favor of the motion.

Chairman Nevil stated the third item under New Business was for Discussion and/or Action to approve a quotation for Inmate Excess Loss Medical Insurance. Chairman Nevil called on Mr. Couch to initiate discussion on the matter. Mr. Couch stated the information before the Board was a renewal quote for the Inmate Excess Loss Medical Insurance that covers inmates at the Bulloch County Jail and Correctional Institute. He stated Option 1 is the coverage the County currently has which includes a \$65,000 specific deductible per inmate and a \$500,000 limit of coverage per inmate, and Option 2 includes a higher specific deductible of \$70,000 with a corresponding reduction in premium for this option. Mr. Couch stated the premium has not

increased in the last year. After some discussion, Commissioner Thompson offered a motion to approve Option 2 on the renewal quote for the Inmate Excess Loss Medical Insurance (See Exhibit #2015-066). Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, and Commissioner Mosley 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 the staff for all their hard work and help with the budget process, and thanked Mr. Couch for the opportunity to be a part of the budget process as it has been very educational and helpful in understanding the various components of the budget. Mr. Couch reminded everyone of the scheduled times for budget interviews today and solicited volunteers for the budget interviews scheduled on May 21, 2015. Mr. Couch also stated he would like to have a meeting to sum up presented budget information and to get a consensus from the Board members of the direction they would like to go in; he stated he is looking at June 4, 2015 as a possible meeting date. Chairman Nevil thanked everyone for all their efforts and stated that any feedback concerning budget presentations and the budget would be appreciated. Mr. Tapley informed commissioners and staff that it was EMS appreciation week. Chairman Nevil thanked Mr. Tapley for letting everyone know and for the department's hard work.

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

J. Garrett Nevil, Chairman

Attest: _____

Olympia Gaines, Clerk

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

DEPARTMENT MAKING REQUEST:	MEETING DATE: 6.2.2015		
Board of Commissioners	RESOLUTION ATTACHED?	YES	x
		NO	

REQUESTED MOTION OR ITEM TITLE:

Authorize Appointment of Walter Gibson to the Coastal Regional Commission Aging Services Advisory Council.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
This Commission serves 10 counties and is a three year term. Membership of the Advisory Council consists of persons over 60 years of age, consumers, aging advocates, other interested individuals and local elected officials.

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	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL <i>OLS</i>		INITIAL		INITIAL <i>M</i>	
DATE		DATE		DATE		DATE <i>5.27.15</i>		DATE		DATE <i>05.27.15</i>	

COMMISSION ACTION AND REFERRAL (Box 9)		
APPROVED	<input type="checkbox"/>	DATE TO BE RETURNED TO AGENDA
DENIED	<input type="checkbox"/>	
DEFERRED	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	
		NOTES

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: 6.2.2015

Airport

RESOLUTION ATTACHED?

YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

Authorize re-appointment of Ellis Wood, Doug Collins, Alan Davis and Brian Kent to the Airport Committee.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The above member's terms will expire on 6/30/2015. All four are willing to serve.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES		YES		YES	<input checked="" type="checkbox"/>	YES		YES	<input checked="" type="checkbox"/>
NO		NO		NO		NO		NO		NO	
INITIAL <i>KMB</i>		INITIAL		INITIAL		INITIAL <i>OLS</i>		INITIAL		INITIAL <i>u</i>	
DATE 5/21/15		DATE		DATE		DATE 5.27.15		DATE		DATE 5.27.15	

COMMISSION ACTION AND REFERRAL (Box 9)

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

BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)				MEETING DATE (Box 2) June 2, 2015							
Legal				RESOLUTION ATTACHED? (Box 3)		YES					
						NO	X				
REQUESTED MOTION OR ITEM TITLE (Box 4)											
Approval of a Ground Lease with Air Evac EMS, Inc.											
SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)											
<p>You will recall that at the Board of Commissioners' meeting on May 5, 2015, a conditional use was approved for an air ambulance service on a 1.75-acre parcel of property owned by Bulloch County and located on Highway 67 next to the Kiwanis Fairgrounds. This approval was sought in contemplation of entering into a lease with Air Evac EMS, Inc. to operate an air ambulance service on this property. The attached lease is for an initial term of 5 years, and Air Evac has the option to renew the lease for two additional 5-year terms. The first year's annual rental of \$15,000 (\$1,250 per month) is based on the fair market value rental as established by a local certified appraiser. The rental increases 3% each year during the first term and any renewal terms. The issues of landscaping, fencing, and parking—which were discussed during the conditional use hearing—have been appropriately addressed in the lease document. Approval is recommended.</p>											
AGENDA CATEGORY (CHECK ONE) (Box 6)				FINANCIAL IMPACT STATEMENT (Box 7)							
PRESENTATION (6a)				BUDGETED ITEM? (7a)		AMENDMENT REQUIRED? (7b)					
				YES		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 OS		INITIAL Jsa		INITIAL ✓	
DATE		DATE		DATE		DATE 5.27.15		DATE 5/26/15		DATE 5.27.15	
COMMISSION ACTION AND REFERRAL (Box 9)											
APPROVED		DATE TO BE RETURNED TO AGENDA									
DENIED											
DEFERRED		NOTES									
OTHER											

GROUND LEASE

THIS GROUND LEASE (hereinafter called the "Lease"), dated as of the latest date set forth on the signature page hereto, by and between **BULLOCH COUNTY, GEORGIA** (hereinafter called "Lessor"), and **AIR EVAC EMS, INC.** (hereinafter called "Lessee");

WITNESSETH, That:

WHEREAS, Lessee desires to lease from Lessor that certain tract of land containing approximately 1.77 acres, more or less, located on Highway 67 in Bulloch County, Georgia as more particularly described on **Exhibit "A"** attached to this Lease and incorporated herein by this reference, together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto (hereinafter called the "Land"), and together with any buildings and other improvements erected thereon by Lessee or its successors or assigns (hereinafter collectively called the "Improvements") (the Land and the Improvements being hereinafter collectively called the "Premises"), together with a non-exclusive right to have vehicular and pedestrian access over and across such portions of Lessor's premises as are reasonably necessary to allow such access from the Premises to public roadways (the "Access");

NOW, THEREFORE, Lessor and Lessee hereby covenant and agree as follows:

1. Lease, Term, and Extension Term. In consideration of the obligation of Lessee to pay rent as hereinafter provided, and in consideration of the other terms, provisions and covenants of this Lease, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Premises and the Access, TO HAVE AND TO HOLD the same for the Term and for any Extension Term as may be exercised by the Lessee (the "Term" and "Extension Term(s)" being defined in the **Schedule**, attached hereto and incorporated herein by this reference), Lessor intending hereby to grant to Lessee an estate for years in the Premises and the Access. Provided that the Lease is in full force and effect, and that Lessee is not in default hereof, Lessee shall have the right to extend the Lease Term for the Extension Terms set forth upon the **Schedule**, upon giving the Extension Notice described thereon. Lessee shall also have a termination right as set forth upon the **Schedule**.

2. Rent. During the Term or any Extension Term, Lessee agrees to pay to Lessor annual Base Rent as defined on the **Schedule**, in payments as described on the **Schedule**.

3. Permitted Uses. Lessee may use the Premises for any lawful and moral use, specifically including (but not limited to) a helicopter remote fueling site, crew quarters and related office space, and a base for Lessee's air ambulance operations.

4. Repairs, Alterations, and Title to Improvements. Lessee shall maintain the Improvements, including the steel building, crew quarters, helipad, fuel systems, septic system, and lighting on the Premises, all if and when constructed, in good order and repair and in accordance with all governmental regulations; provided, however, the foregoing shall not be deemed (a) to require Lessee to construct any Improvement, (b) to require Lessee to repair or rebuild any of the Improvements after any casualty or damage; or (c) to restrict Lessee's right to

alter or demolish any of the Improvements or to construct any new Improvements. Lessee currently plans, but is not required, to construct or install upon the Premises a 30' x 50' steel hangar building, a 40' x 40' concrete helipad, and an above-ground jet fuel system with steel containment, all in accordance with applicable codes. Lessee may, in the future, construct its standard crew quarters for base operations at a later date. In addition, assuming certain Improvements are constructed, Lessee shall be required to install the following: (i) security chain-link fencing four feet in height along the perimeter of the safety zone around the helipad; (ii) landscaping and aesthetic improvements that include the following, as practicable, according to a sketch plan submitted to the zoning administrator for approval, and a certificate of occupancy shall be withheld until final installation: (A) the perimeter of the office building and the hangar, and the driveway throat from the front property line extending to the radii and perimeter of the parking lot and loading/unloading/circulation area, should have a dense mix of foundation plantings consisting of a combination of flowering and/or evergreen shrubs, accent shrubs, and groundcovers that at maturity do not exceed a height of four feet, with all plant materials thereafter properly maintained by the Lessee upon installation; (B) outdoor mechanical devices (with the exception of gasoline tanks used for fueling vehicles or aircraft, and any security fencing), such as heating and air conditioning units, liquid propane tanks, solid waste containers, and utility boxes (subject to applicable utility regulations) shall be shielded from view from the street with either the aforementioned types of landscape plantings or an opaque fence or structure consistent or complementary with the existing building façade(s), or both, at the aforementioned maximum height; (C) all driveways, parking and loading/unloading/circulation areas shall be constructed using a high-grade compactable gravel; walkways shall be constructed using concrete; and provisions shall be made for proper storm water drainage; and (D) all lighting structures installed on any fixture or building shall be downcast and not reflect any glare to the traveling public or adjacent neighborhoods.

In addition to the foregoing planned improvements, Lessee may make any alterations, additions or improvements to the Premises, which Lessee deems necessary or appropriate, after obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. The title to the Improvements and all changes, additions and alterations therein, and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Premises by Lessee, shall be and remain in Lessee until the expiration of the Term of this Lease, unless sooner terminated as provided herein. Except as otherwise provided herein, upon the expiration or sooner termination of this Lease, title to all such property shall pass to, vest in and belong to Lessor without further action on the part of either party upon acceptance of same by Lessor. The foregoing notwithstanding, following the expiration or sooner termination of this Lease, Lessee shall retain title to, and shall be entitled and required to remove from the Premises the fuel system and any crew quarters as may then be located on the Premises, and any and all of Lessee's personal property and fixtures that may be located on the Premises. Additionally, at the expiration or sooner termination of this Lease, Lessee and Lessor agree that Lessee shall have the option and adequate time to remove Lessee's hangar or to turn over ownership of the hangar to the Lessor in its "as-is", "where is" condition with no further liability on the part of the Lessee. So long as Lessee retains ownership of the Improvements, Lessee shall be entitled to claim the depreciation thereof for tax purposes.

5. Statement of Title and Covenant of Quiet Enjoyment.

(a) Lessor states and agrees that (i) it is the owner in fee simple of the Leased Premises subject only to the permitted easements, restrictions, covenants and other matters set forth on Exhibit A attached hereto and incorporated herein by this reference, if any; (ii) it has full right to lease the Leased Premises for the Term set out herein and any Extension Terms, (iii) it has no knowledge of any condemnation or threat of condemnation affecting any portion of the Leased Premises, (iv) there are no unpaid assessments against the Leased Premises, and (v) during the Term and any Extension Term hereof it will not mortgage or encumber the Leased Premises or Lessee's leasehold estate therein, grant any easement or license encumbering the Leased Premises, impose any restrictive covenants on the Leased Premises, or amend or modify the zoning classification of the Leased Premises, unless such encumbrance, restriction or amendment does not take effect until after the expiration or earlier termination of this Lease or unless it first obtains the prior written consent of Lessee.

(b) Lessor further agrees that so long as Lessee keeps and performs all of the agreements, covenants and conditions by the Lessee to be kept and performed, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from any claims of Lessor and all persons claiming by, through or under Lessor, except with respect of such portion of the Premises as may be taken under the power of eminent domain.

(c) Lessor covenants and agrees with Lessee that it shall not erect or build (or allow the erection or construction of) any structure on its property located adjacent to the Premises that would invalidate Lessee's license to operate from the Premises or that would otherwise interfere with Lessee's operations due to the height of such structure or any lighting issuing therefrom.

6. Lessor's Right of Entry. Lessor and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Lessee in the conduct of its business on the Premises.

7. Insurance. Lessee shall, throughout the Term hereof, at its sole cost and expense, carry public liability insurance coverage covering the Premises for the joint benefit of Lessor and Lessee with coverage of not less than \$1,000,000 for personal injury, including death, and \$1,000,000 property damage. Said policies of insurance may be in the form of a general coverage or floater policy covering these and other premises, provided that Lessor is therein specially covered. A duplicate copy of the policy or certificates of such insurance shall be delivered to Lessor.

8. Utilities and Streets; Easements. Lessee shall be responsible for and shall pay all charges (including tap, transformer, connection, availability and "impact" charges) incurred for the use of utility services at the Premises, including, without limitation, electricity, water, sanitary sewer, gas and telephone services. To that end, Lessor and Lessee agree to cooperate in separately metering the Premises from the remainder of Lessor's adjacent property so that such charges will be paid by Lessee directly to the applicable utility or service provider. Lessor covenants and agrees to execute (and/or cause its affiliates to execute) easements encumbering the Premises which may be reasonably necessary in order to obtain any such utilities. To the

extent that Lessee shall be unable to obtain any such utilities without the execution of an easement encumbering the Premises, then such easement shall be deemed reasonably necessary.

9. Taxes. During the Term and any Extension Term of this Lease, Lessee shall pay before delinquency any and all ad valorem taxes, assessments, and other charges levied against the Premises.

(1) Condemnation. If any or all the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or be sold to a condemning authority under threat of condemnation, then the Term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding (or sale), and all rental shall be paid up to that date.

10. Default.

(a) The following events shall be "Events of Default" under this Lease:

(i) Lessee shall fail to pay any installment of Base Rent or other monetary payment required to be paid to Lessor under this Lease as and when the same shall become due and shall not cure such default within ten (10) business days after written notice thereof is given by Lessor to Lessee; provided, however, Lessor shall not be required to give such notice of nonpayment to Lessee more than once in a calendar year; or

(ii) Lessee shall fail to comply with any term, provision or covenant of this Lease (other than a monetary default) and shall not cure such failure within thirty (30) days after written notice thereof is given by Lessor to Lessee; provided, however, with respect to a non-monetary default not susceptible of being cured within thirty (30) days, Lessee shall not be in default unless it fails to reasonably commence to cure such default within said thirty (30)-day period or fails to diligently prosecute the same to effect such cure within a reasonable time thereafter.

(b) Upon the occurrence of an Event of Default, Lessor may terminate this Lease, in which event Lessee and anyone claiming through Lessee shall immediately surrender the Premises to Lessor, and if Lessee or anyone claiming through Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises, or any part thereof, without being liable to prosecution or for any claim for damages.

11. Indemnification and Environmental Matters.

(a) Lessee covenants and agrees with Lessor that during the Term and any Extension Term, Lessee will indemnify, defend, and save Lessor harmless from and against any and all claims, actions, demands, damages, liabilities or expenses (except those arising out of Lessor's negligence or intentional act) which may be made against Lessor or Lessor's title in the

Premises, arising by reason of, or in connection with, any alleged act or omission of Lessee or other person claiming under, by or through Lessee in connection with the use, occupation or control of the Premises pursuant to or by virtue of this Lease, or Lessee's breach of this Lease.

(b) Lessor covenants and agrees with Lessee that, during the Term and any Extension Term, Lessor will indemnify, defend, and save Lessee harmless from and against any and all claims, actions, demands, damages, liabilities or expenses which may be made against Lessee arising by reason of, or in connection with, the negligence or intentional act of Lessor, its agents or employees, or Lessor's breach of this Lease.

(c) Except as disclosed in writing by Lessor to Lessee or as may be on file or record in the office of the appropriate federal, state, county, or municipal authority, Lessor has no knowledge of the existence or Release (as defined below) of any Hazardous Substances (as defined below) in, on, or under the Premises including, without limitation, asbestos, petroleum products or tetrachloroethylene, and Lessor has received no notice from any federal, state, county or municipal authority as to the existence or Release of any Hazardous Substances at the Premises or as to the violation of any Environmental Law (as defined below) related to the Premises, and Lessor has not violated, or been aware of any prior owner or occupant violating, any Environmental Law. Lessor shall and does hereby agree to indemnify, defend and hold harmless Lessee from and against all claims, liabilities, losses, damages, actions, causes of action, suits and all costs and expenses in connection therewith, arising from the existence or Release of any Hazardous Substances on, in, or under the Premises or the violation of any Environmental Law on or related to the Premises, occurring at any time prior to the execution of this Lease. Lessee shall and does hereby agree to indemnify, defend and hold harmless Lessor from and against all claims, liabilities, losses, damages, actions, causes of action, suits and all costs and expenses in connection therewith, arising from the existence or Release of any Hazardous Substances on, in, or under the Premises or the violation of any Environmental Law on or related to the Premises, arising from the actions of Lessee or its employees or agents and occurring at any time (i) subsequent to the execution of this Lease, and (ii) prior to the expiration or earlier termination of this Lease, or the conclusion of Lessee's removal of Improvements from the Premises, whichever is later. The term "Hazardous Substances" as used herein shall mean pollutants, contaminants, toxic wastes or any other substances, the removal of which is required or the use of which is regulated, restricted, prohibited or penalized by any "Environmental Law." The term "Environmental Law" shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. The term "Release" shall mean the dispersal, release, storage, treatment, generation, disposal or escape of any Hazardous Substances.

(d) Within sixty (60) days after the date of this Lease, Lessee shall have the right to order a Phase I environmental study and other additional environmental, geological, or soil testing of the Leased Premises. If such studies or tests disclose the presence of Hazardous Substances or other environmental, geological, or soil conditions that are unacceptable to the Lessee, the Lessee shall be entitled to terminate this Agreement upon written notice to Lessor.

12. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address set forth beneath its signature on the signature page

attached hereto. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight air courier delivery or on the date of deposit in the United States Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run on the day following the date of actual receipt of such notice, request or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, any party hereto may from time to time and at any time change its mailing address hereunder or add additional addressees hereunder.

13. Memorandum of Lease; Subordination and Non-Disturbance.

(a) Lessee, at its expense, may record this Lease or a memorandum or short form thereof in the proper recording office for Bulloch County, Georgia. In the event that Lessee desires to record a memorandum or short form of this Lease, Lessor agrees to execute such memorandum or short form lease in recordable form.

(b) Lessor represents and warrants to Lessee that the Premises are not subject to any prior mortgage, deed of trust, or other lien instrument. Should the Premises become subject to a mortgage, deed of trust, or other lien instrument subsequent to the date hereof, Lessee agrees to subordinate its interest in the Premises to that of Lessor's mortgagee and will agree to attorn to Lessor's mortgagee (or to a transferee of Lessor) solely upon Lessor's presentation to Lessee of a fully-executed non-disturbance agreement in recordable form and in form and substance reasonably satisfactory to Lessee. In the absence of such a subordination and non-disturbance agreement, this Lease shall be superior to subsequent encumbrances of the Premises.

14. Miscellaneous.

(a) This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties. This Lease sets forth the entire agreement between Lessor and Lessee, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

(b) This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. All disputes arising under or involving this Lease or the parties hereto shall be subject to resolution exclusively in the Superior Court of Bulloch County, Georgia or in the United States Federal District Court for the Southern District of Georgia, and both parties hereto consent to the personal jurisdiction and venue of said courts.

(c) This Lease shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors and assigns.

(d) Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

(e) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(f) The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and shall not be deemed a partnership or joint venture.

(g) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(i) At the request of either Lessor or Lessee, the parties hereto shall execute a short form memorandum of this Lease in recordable form setting forth a description of the Land, the Term hereof, and such other provisions hereof as Lessor and Lessee shall agree upon. The party requesting such short form Lease may record same, and, after recording, a photocopy of the recorded document shall be delivered to the other party.

(j) Each of Lessor and Lessee acknowledges and agrees with the other party that it has not dealt with any real estate broker, agent or finder in connection with this transaction, the commissions of which shall be a charge against the other party hereto or the Premises.

(k) Lessor and Lessee agree to execute and deliver to each other, within ten (10) days after request by the other party, a certificate evidencing:

- (i) whether or not this Lease is in full force and effect;
- (ii) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;
- (iii) whether or not there are existing defaults hereunder to the knowledge of the party executing such certificate, and specifying the nature of such defaults, if any; and
- (iv) such other matters as may be reasonably requested by the other party.

(l) Lessor hereby agrees to execute any applications for any rezoning, variances, approvals, permits or licenses where reasonably required for purposes of construction of the Improvements and hereby appoints and authorizes Lessee, as Lessor's agent and attorney-in-fact, to seek, apply for and pursue such rezoning, variances, approvals, permits or licenses in the name, place and stead of Lessor, but at the sole cost and expense of Lessee.

(m) Time is of the essence of this Lease.

(n) The parties hereto agree that Lessor desires for Lessee to locate its services within Bulloch County, Georgia, upon the Premises, in order to provide such services to its residents and, as such, that the leasing of the Premises is for a public purpose as set forth in the Quit Claim Deed to the property of which the Premises are a part.

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed by their duly authorized officers as of the latest date set forth beneath their respective signatures.

[SIGNATURES FOLLOW ON NEXT PAGES]

**[SIGNATURE PAGE TO GROUND LEASE BETWEEN BULLOCH COUNTY,
GEORGIA AND AIR EVAC EMS, INC.]**

BULLOCH COUNTY, GEORGIA

By: _____

Name: J. Garrett Nevil

Title: Chairman of the Bulloch County
Board of Commissioners

Attest: _____

Name: Thomas M. Couch

Title: County Manager

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Address for Notice Purposes:
Bulloch County, Georgia
Post Office Box 347
Statesboro, GA 30459
Attn: County Manager

**[SIGNATURE PAGE TO GROUND LEASE BETWEEN BULLOCH COUNTY,
GEORGIA AND AIR EVAC EMS, INC.]**

AIR EVAC EMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Address for Notice Purposes:
Thomas A. Cook, Vice-President and
General Counsel
Air Evac EMS, Inc.
1001 Boardwalk Springs Place
Suite 250
O'Fallon, MO 63368

EXHIBIT A

All that certain tract or parcel of land lying and being in the 1547th G.M. District of Bulloch County, Georgia, containing 1.75 acres according to a plat of survey dated December 2, 2008 prepared by Maxwell-Reddick & Associates, Inc., Registered Land Surveyors, for the Bulloch County Board of Commissioners and recorded in Plat Book 64, Page 291A, Bulloch County Records. Said tract or parcel is more particularly described as commencing at the intersection of the Northeastern right-of-way of Georgia Highway No. 67 with the Southeastern right-of-way of Burkhalter Road; thence proceeding Southeasterly a distance of approximately 0.5 mile along the Northeastern right-of-way of Georgia Highway No. 67 to a right-of-way monument found on the Northeastern right-of-way of Georgia Highway No. 67; thence proceeding North 58 degrees 40 minutes 41 seconds East a distance of 15.01 feet to a right-of-way monument found on the Northeastern right-of-way of Georgia Highway No. 67, being the POINT OF BEGINNING; thence proceeding North 59 degrees 12 minutes 01 seconds East a distance of 244.46 feet to a capped rebar set; thence proceeding South 30 degrees 47 minutes 59 seconds East a distance of 201.39 feet to a capped rebar set; thence proceeding South 17 degrees 06 minutes 02 seconds West a distance of 329.47 feet to a capped rebar set on the Northeastern right-of-way of Georgia Highway No. 67; thence proceeding North 30 degrees 47 minutes 59 seconds West a distance of 422.28 feet along the Northeastern right-of-way of Georgia Highway No. 67 to a right-of-way marker found on the Northeastern right-of-way of Georgia Highway No. 67, being the POINT OF BEGINNING. Said tract or parcel is bounded on the Northwest by lands now or formerly of the Kiwanis Club of Statesboro, Georgia, Inc; on the Northeast by lands now or formerly of the Kiwanis Club of Statesboro, Georgia, Inc.; on the Southeast by lands now or formerly of Elizabeth Ann T. Owens, et al.; and on the Southwest by Georgia Highway No. 67.

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

ALSO GRANTED herein is a perpetual, nonexclusive ingress-egress easement in the width of 50 feet as depicted on the aforesaid plat.

In addition, the habendum clause of the quitclaim deed by which the State of Georgia conveyed title to the above-described property to the Lessor contains the following reversionary language (with all references to "Tract 2" being a reference to the above-described property):

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor, nor any person or persons claiming under Grantor, shall at any time, by any means or ways, have, claim, or demand any right or title to the described real property or appurtenances or rights thereof, so long as the property is used for public purposes, and should Tract 2 be permanently abandoned or the use thereof for public purposes be permanently discontinued, then Tract 2 shall automatically revert to Grantor without the necessity of reentry and without the necessity of notice, demand, any action brought or taken by Grantor, any instrument or conveyance executed or delivered by Grantee, any liability of Grantor to make or pay any compensation therefor to Grantee or to any other person whomsoever, it not mattering at the time whether said Property is improved or unimproved, and Tract 2 shall be free and discharged from all and every lien,

encumbrance, claim and charge of any character created, or attempted to be created, by Grantee or by any other person at any time, it being intended hereby to create a determinable fee in Grantee with a possibility of reverter being retained by Grantor so that when the above-stated event shall occur the title of Grantee to Tract 2 shall automatically be at an end and by operation of law the title to said Property shall immediately revert to and revest in Grantor.

SCHEDULE OF TERMS

Term: A term of five (5) years, commencing on July 1, 2015, and expiring on June 30, 2020.

Extension Term: Provided that the Lease is in full force and effect, and that Lessee is not in default hereof, Lessee shall have the right to extend the Lease Term for two (2) consecutive five (5) year extensions (each an "Extension Term") upon all of the terms and conditions set forth herein, except for rent.

Extension Notice: Lessee may exercise each option for each Extension Term by giving notice to Lessor ("Extension Notice") at least six (6) months prior to the end of the current Term or Extension Term, as the case may be. Notwithstanding the failure of the Lessee to give an Extension Notice, the parties acknowledge and agree that the Lessee shall be entitled to give its Extension Notice for each additional Extension Term at any time unless the Lessor shall first give Lessee notice that the time for exercising such Extension Term has passed, in which case Lessee shall have thirty (30) days from the receipt of such notice from Lessor in which it may still give its Extension Notice and renew for the next successive Extension Term.

Termination Right: Lessee shall be entitled to terminate this Lease at any time upon giving sixty (60) days prior written notice to Lessor; provided, however, that if Lessee exercises this termination right, Lessee shall pay to Lessor, as liquidated damages and not as a penalty, an amount equal to one year of the then-current rental at the time of termination.

Base Rent and Inflationary Increases: During the first year of the initial Term, Lessee shall pay to Lessor the annual sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), payable in twelve (12) equal monthly installments of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) each. Thereafter, the annual rental shall increase by three percent (3%) over the previous year's rental on the first day of each successive year of the Term and any Extension Term, in accordance with the schedule set out below. Lessee shall pay monthly rental installments on the effective date of this Lease and on the first day of each month thereafter during the Term and any Extension Term. Lessee shall pay a pro-rated portion of any month's rent for any month that is not a full month.

RENTAL SCHEDULE

<u>Initial Term</u>	<u>Annual Rental</u>	<u>Monthly Installment</u>
1 st year	\$15,000.00	\$1,250.00
2 nd year	\$15,450.00	\$1,287.50
3 rd year	\$15,913.56	\$1,326.13
4 th year	\$16,390.92	\$1,365.91
5 th year	\$16,882.68	\$1,406.89
<u>1st Extension Term</u>	<u>Annual Rental</u>	<u>Monthly Installment</u>
1 st year	\$17,389.20	\$1,449.10

<u>1st Extension Term</u>	<u>Annual Rental</u>	<u>Monthly Installment</u>
2 nd year	\$17,910.84	\$1,492.57
3 rd year	\$18,448.20	\$1,537.35
4 th year	\$19,001.64	\$1,583.47
5 th year	\$19,571.64	\$1,630.97

<u>2nd Extension Term</u>	<u>Annual Rental</u>	<u>Monthly Installment</u>
1 st year	\$20,158.80	\$1,679.90
2 nd year	\$20,763.60	\$1,730.30
3 rd year	\$21,386.52	\$1,782.21
4 th year	\$22,028.16	\$1,835.68
5 th year	\$22,689.00	\$1,890.75

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

DEPARTMENT MAKING REQUEST:

MEETING DATE: 6.2.2015

County Manager

RESOLUTION ATTACHED?

YES	x
NO	

REQUESTED MOTION OR ITEM TITLE:

Authorize appointment of Raymond Scott to the Bulloch County Alcohol and Drug Council Inc.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The Council of composed of twelve volunteers appointed by the City and County Governments.

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	x	YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	KMB	INITIAL		INITIAL		INITIAL	OS	INITIAL		INITIAL	
DATE	5/21/15	DATE		DATE		DATE	5.27.15	DATE		DATE	5.27.15

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:

Airport

MEETING DATE: 6/2/15

RESOLUTION ATTACHED?

YES	
NO	x

REQUESTED MOTION OR ITEM TITLE:

Renew contract with Vaisala for weather data services

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The FAA's NADIN system processes flight plans for every flight filed in the U.S. A flight plan is filed with the FAA for every commercial flight and for any general aviation flight that will be flying in bad weather. Vaisala provides the data service for our NADIN system. We have used Vaisala for several years with no problems.

The contract expires at the end of June. The contract is for three years @ \$980/yr for a total of \$2940.

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES	✓	YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL	KMB	INITIAL		INITIAL		INITIAL	OJ	INITIAL		INITIAL	[Signature]
DATE	5/23/15	DATE		DATE		DATE	5.27.15	DATE		DATE	05.27.15

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:	MEETING DATE: 06.2.2015		
Public Safety: Sheriff, Administration: Clerk of the Board	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

To approve alcoholic beverage license for package retail beer and wine sales to Brandi Kea of Lav Brothers, Inc., doing business as Clito Store, and is located at 5901 Highway 24 Statesboro, Georgia.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:

The Bulloch County code of Ordinances requires that the license must be issued in the name of the corporation and employee primarily responsible for the licensed premises.

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

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	<input checked="" type="checkbox"/>	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL	QW	INITIAL		INITIAL	
DATE		DATE		DATE		DATE	5.27.15	DATE		DATE	

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

Bulloch County Sheriff's Office



Lynn M Anderson
Sheriff

17257 Hwy 301 North
Statesboro, GA 30458
(912)764-8888
FAX (912)764-2376
www.bullochsheriff.com

The following information is furnished to the Bulloch County Board of Commissioners in regards to an application for a beer and wine license. This information is furnished by the Bulloch County Sheriff's Office for the purpose of the Board in their decision on the issuance of a license.

NAME: BRANDI LATRELLE KEA

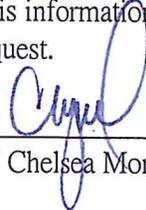
BUSINESS: CLITO STORE

LOCATION: 5901 HWY 24

CRIMINAL HISTORY: NO CRIMINAL HISTORY

RESIDENCY: INSIDE BULLOCH COUNTY

This information is furnished to the Bulloch County Board of Commissioners for their information only at their request.

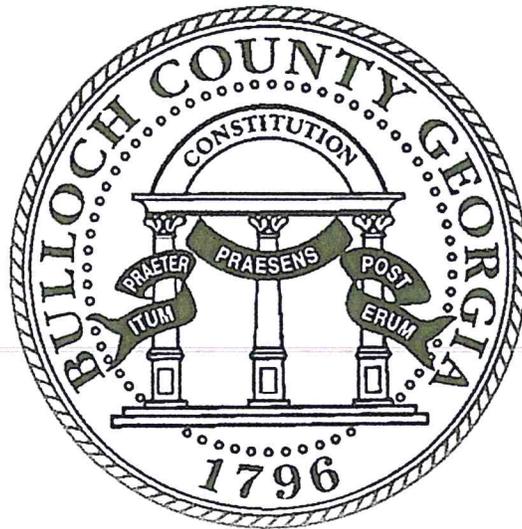


LT Chelsea Morgan

5/18/15
DATE


NOTARY PUBLIC

APPLICATION
FOR
ALCOHOLIC BEVERAGE
LICENSE



BULLOCH COUNTY
GEORGIA

Complete application in its entirety
Updated on 10.10.2013

**BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION _____ NEW RENEWAL _____

Type of Business to be operated:

_____ Retail beer and wine packaged only	\$1,500.00
_____ Retail beer and wine by the drink (pouring license)	\$1,500.00
_____ Retail liquor by the drink (pouring license)	\$3,000.00
_____ Pouring license (beer, wine, and liquor)	\$4,500.00
_____ Wholesale license	\$1,200.00
_____ Farm Winery	\$2,250.00
_____ Catering License (off premise)	\$ 500.00
<input checked="" type="checkbox"/> Application Fee (<i>due upon returning application</i>)	\$ 250.00
_____ Event Permit	\$ 50.00
_____ License Transfers	\$ 250.00
_____ Temporary Permit (all forms)	\$ 250.00
Total license fee (include the application fee)	\$ _____

***Late Penalty ***

All renewal applications received after November 1 and before January 1 - 25% of license fee

All renewal applications received after January 1 - 50% of license fee

Applicant's full name Brandi Latrelle Kea
Name of business Clito Store
Location of business 5901 Ga Hwy 24 Statesboro, Ga 30461
Type of business organization (Corporation) limited liability company, partnership, etc.)
LAV BROTHERS INC.
Business mailing address 5901 Ga Hwy 24, Statesboro, Ga 30461 Phone _____
Applicant's home address 116 Lanier Dr. Apt 6 Statesboro Ga 30458 Phone _____
Applicant's age 31 Date of birth _____ Social Security # _____

Are you a resident U.S. Citizen?

YES NO _____

Are you a resident of Bulloch County?

YES NO

If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

Are you the owner of the business?

YES _____ NO

If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement.

If "No", what is your title or interest in the business? Employee

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

Lav Kumar Vala _____
Lav Brother's Inc. _____

Attach a copy of your business's Certificate of Existence from the Secretary of State's office.

BE ADVISED THAT ANY PARTNER, SHAREHOLDER, MEMBER OR MANAGER LISTED ABOVE MUST COMPLETE A SEPARATE APPLICATION AND CONSENT FORM FOR A BACKGROUND CHECK AND IT IS YOUR RESPONSIBILITY TO ENSURE THIS IS DONE.

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

YES _____ NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, jurisdiction, offense, and circumstances of the arrest/conviction.

Has the applicant or designee **EVER** been denied an alcoholic beverage license?

YES _____ NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the denial.

Has the applicant or designee EVER had an alcoholic beverage license suspended or revoked?
YES _____ NO

If "Yes", attach a detailed explanation to this application, and be sure to provide the date, County or City, and circumstances of the suspension or revocation.

Approved _____ Rejected _____

This _____ day of _____, 20__.

Bulloch County Board of Commissioners

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Olympia Gaines, Clerk

CONSENT FORM

I, Brandi Latrelle Kea, hereby authorize the Bulloch County Sheriff's Department to release information on any criminal history record the State of Georgia or the Bulloch County Sheriff's Department might have access to concerning me to the Bulloch County Board of Commissioners and its agents or employees.

I hereby agree that the Bulloch County Sheriff's Department, the Georgia Crime Information Center, the employees of either agency, or any other agency or employees of the county, state or federal government, shall not be responsible or liable for defamation, invasion of privacy, negligence or any other claim in connection with any dissemination of information pursuant to this record check.

FULL NAME: Brandi Latrelle Kea
Print or Type

ADDRESS: 116 Lanier Drive Apt #6 Statesboro, Ga 30458
Street Address City State Zip Code

SEX: Female RACE: African American DATE OF BIRTH:

SOCIAL SECURITY NUMBER: _____

Brandi Latrelle Kea
Signature

05/15/2015
Date

Sworn to and subscribed before me this
15 day of May, 2015.

Olympia Gaines
Notary Public



SUBJECT: MID TCN: 1655061625 - GBI IDENTIFICATION RESPONSE
MESSAGE DATE: 18 MAY 2015 08:46:29
LSTCN:1655061625

TYPE:MID
LSTCN:1655061625
GBITCN:51380394089993
DATE/TIME:2015-05-18 08:46:29
NAME:KEA, BRANDI LATRELLE
SID:NORECORD
OTN:
OCA:
IDENT:NO GEORGIA CRIMINAL HISTORY IS AVAILABLE FOR THIS REQUEST

SUBJECT: MFI TCN: 20151380394089993-1655061625 - FBI IDENTIFICATION RESPONSE
MESSAGE DATE: 18 MAY 2015 08:51:08
LSTCN:1655061625

TYPE:MFI - FBI IDENTIFICATION RESPONSE
LS TCN:1655061625
GBI TCN:51380394089993
DATE/TIME:2015-05-18 08:51:07
OCA:
FBI NUMBER:
SID:
NAME:KEA,BRANDI LATRELLE
FBI IDENT:N
FBI RAPSHEET RESPONSE BELOW:

CIVIL APPLICANT RESPONSE

ICN E201513800000089979 CIDN OCA
KEA,BRANDI LATRELLE B 600
MNU SOC SEX F
GA0160000 SHERIFF'S OFFICE

STATESBORO GA 2015/05/15

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2015/05/18 FEDERAL BUREAU OF INVESTIGATION

Monday, May 18, 2015

Page 1

Response Key: .BUSX-

0927860 GA-CCH 20150518 09:52:47 20150518 09:52:46 201505635F
IR.GASIR0000.GA0160001.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:

DATE: 20150518 PUR: E ATTN: NEVILS/KCM

ARN: ALR CLITO STORE

RESPONSE DATE: 20150518

QUERY REQUESTED ON:

NAM/KEA, BRANDI LATRELLE

DOB/

SEX/F

RAC/B

SOC/

NO RECORD FOUND

END OF RECORD

U^a

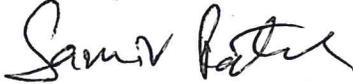
May 22, 2015

To Whom It May Concern:

RE: Employment Status for Braindi Kea

This is to certify that Braindi Kea is currently employed with LAV BROTHERS, INC DBA CLITO STORE, located at 5901, GA HWY 24 EAST in Statesboro, Georgia.

Sincerely,

A handwritten signature in black ink that reads "Samir Patel". The signature is written in a cursive style with a large initial "S".

Samir Patel.

Senior Tax Advisor.

H & R Block.

Statesboro, GA 30458.

912-536-5444.
