



BULLOCH COUNTY BOARD OF COMMISSIONERS

AGENDA • FEBRUARY 1, 2022

Regular Meeting

North Main Annex Community Room

5:30 PM

115 North Main St, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: Commissioner Mosley

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Clerk of the Board

IV. APPROVAL OF ZONING AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Eagle Creek Investments, Inc., submitted an application to rezone 13.14 acres from R25 (Residential 25,000 sq. ft.) to GC (General Commercial) for the construction and operation of a Dollar General store. The property is located on Langston Chapel Road at the intersection of Burkhalter Road.

RESOURCE PERSON/FACILITATOR: Planning and Development Director James Pope

2. Highpoint Capital, LLC submitted an application to rezone 8.15 acre from R-25 (Residential 25,000 sq. ft.) to R-3 (Residential multi-family) to develop the lots into a two-family residential community. The property is located at the intersection of Country Club Road and Highpoint Road.

RESOURCE PERSON/FACILITATOR: Planning and Development Director James Pope

V. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

VI. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

VII. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Minutes Approval: Tuesday January 18th, 2022 08:30 AM
2. Executive Session Minutes of Jan 18, 2022

3. Motion to approve contract with Goodwyn, Mills, & Cawood for Airport consulting services
4. Motion to approve a lease agreement with Southeast Avionics, LLC & Jeremy Hill.
5. Motion to approve a lease agreement with Pilot Pros, Inc. d/b/a GATO Flight Academy & Romulo Toledo
6. Motion to approve acceptance of Boarding / Facility Use Agreements - Mill Creek Equestrian Center.
7. Motion to approve acceptance of a Georgia Recreation and Park Association (GRPA) Grant Award

VIII. NEW BUSINESS

1. Motion to approve a contract with Maldino and Wilburn, LLC in the amount of \$16,500 to perform a traffic engineering study for intersection improvements at Langston Chapel at Lanier Drive and Langston Chapel at Old Register Road, to be funded by TSPLOST.

RESOURCE PERSON/FACILITATOR: County Engineer Brad Deal

2. Discussion and/or action: Motion to approve a resolution authorizing notice of an intent to not renew a certain lease agreement

RESOURCE PERSON/FACILITATOR: County Attorney Jeff Akins

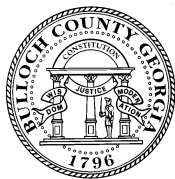
3. Motion to approve execution of a Memorandum of Agreement with The University of Georgia Research Foundation, Inc., authorizing a Management Development Program (MDP) through the Carl Vinson Institute of Government
4. Resolution to Adopt and Approve Amended Rules & Regulations for Statesboro-Bulloch County Airport
5. Resolution to Adopt and Approve Minimum Standards for the Statesboro-Bulloch County Airport

IX. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al

X. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Zoning

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Eagle Creek Investments, Inc., submitted an application to rezone 13.14 acres from R25 (Residential 25,000 sq. ft.) to GC (General Commercial) for the construction and operation of a Dollar General store. The property is located on Langston Chapel Road at the intersection of Burkhalter Road.

Summary / Background Attach Detailed Summary:

Please see attached staff report.

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p>Attach Detailed Analysis, If Needed:</p>				
<p style="text-align: center;">Agenda Item Review and Approval</p>				

Review:

Board of Commissioners	Pending	02/01/2022 5:30 PM
James Pope	Pending	
Jeff Akins	Completed	01/21/2022 9:46 AM
Tom Couch	Completed	01/21/2022 9:50 AM
Olympia Gaines	Completed	01/21/2022 10:08 AM
Cindy Steinmann	Completed	01/21/2022 10:54 AM



Bulloch County Departmental Review

Agenda Item:	1	Meeting Date:	February 1, 2022 (BOC)
Application #:	RZNE-2021-00024	Application Type:	Rezone
Request:	Eagle Creek Investments, Inc. submitted an application to rezone 13.14 acres from R25 (Residential 25,000 sq. ft.) to GC (General Commercial) for the construction and operation of a Dollar General store. The property is located on Langston Chapel Road at the intersection of Burkhalter Road.		
Planning and Zoning Commission Recommendation:	To deny the request by a 4-1 vote.		

Applicant:	Eagle Creek Investments, Inc.	Lots in Question:	1
Location:	Langston Chapel Road @ Burkhalter Road	Requested Lots:	13.14
Map #:	MS76000010 000	Current Zoning:	R25
Future Land Use:	Suburban-Neighborhood	Requested Zoning:	GC
Directions to Property:	Parcel is located on the north side of the roundabout at Langston Chapel Road and Burkhalter Road. Approximately 0.4 miles west of Harville Road, and 1 mile east of Lanier Drive.		

Rezone Standards	Yes	No	Comment
(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?	X		Provided that conditions are conditions imposed.
(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?		X	Provided that conditions are imposed.
(3) Are there substantial reasons why the property cannot or should not be used as currently zoned?		X	Provided that conditions are imposed.
(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	Provided that conditions are imposed.
(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		Provided that conditions are imposed.
(7) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?		X	

Attachment: Eagle Creek Investments rezone R25 to GC Langston Chapel (Eagle Creek Investments, Inc. Rezone)



Bulloch County Departmental Review

(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	Provided that conditions are imposed.
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LAND USE PLANNING IMPACT

Future Development Map: The Bulloch County Joint Comprehensive Plan indicates the property is in a suburban-neighborhood area where GC and NC zones are recommended.

Existing Land Use Pattern: There are primarily residential uses of varying density (R-3, R-25, R-80 and PUD) at adjacent and nearby properties. One General Commercial parcel with conditions is located directly south of the subject parcel but is presently undeveloped. Additional commercial properties, zoned HC, are located at the intersection of GA Highway 67 and Burkhalter Road, approximately 0.6 miles east of the property.

Zoning Patterns and Consistency: The proposed development may be consistent with the zoning patterns in the nearby area with proper mitigation measures contributing to a sense of place and community.

Impact – Neutral: The Comprehensive Plan suburban-neighborhood supports General Commercial land uses. Land use may be made compatible with conditions.

FISCAL AND ECONOMIC IMPACT

Property Values: *Values for adjacent properties may not necessarily be enhanced by the proposed development* unless aesthetic restrictions are required, and, if enforcement of governmental land use and property maintenance regulations is applied.

Short and Long Term Job Creation: Undetermined.

Impact on Existing Industry: Undetermined.

Jobs-Housing Balance: No impact.

Fiscal Impact: Staff did not perform a fiscal analysis for this case, nor was one proffered, because the proposed rezoning request will not alter the tax base with any significance.

Impact – Neutral: No significant impact upon the tax base.

SCHOOL IMPACT

Impact – Positive: No impact.

WATER / SEWER IMPACT

Water System: A private use well will be required for service. Permitting to be completed by the Bulloch County Health Department.

Sewerage: A private septic system will be required for service. Permitting to be completed by the Bulloch County Health Department.

Impact – Negative: Soils located on the parcel are poor.

SOLID WASTE IMPACT

Collection Services: Commercial collection services would be required.

Nearest Existing Solid Waste Convenience Centers: Langston Chapel Road (however, not practical for commercially generated waste).

Waste Generation Estimate: Undetermined.



Bulloch County Departmental Review

Landfill Capacity: Is dependent on air-rights rationing at the landfill in Chatham County.

Impact – Neutral: No significant impact on the County's Solid Waste Management Plan or Ordinance requirements is expected. On-site collection and disposal services are required. Conditions for sanitation and refuse control are recommended, if approved.

ENVIRONMENTAL IMPACT

Use of Green Building Techniques: N/A.

Drainage Basin: Lotts Creek

Wetlands and Flood Zones: Wetland areas are located on the parcel and adjacent parcels.

Stormwater: The impervious surface ratio is estimated at 10%, thus increasing stormwater runoff.

Aquifer Recharge Areas: No impact or relevance.

Water Supply Watersheds: No impact or relevance.

River Corridors: No impact or relevance.

Air: This project is not expected to create an air pollution nuisance.

Soils: Hydric soils poses slight limitations for development.

Historic or Archeological Resources: The Bulloch County Comprehensive Plan lists no historic or cultural resources within the vicinity.

Resources of Regional or Statewide Importance: No impact.

Impact – Negative: Conditions for stormwater control are recommended, if approved.

TRANSPORTATION IMPACT

ITE Trip Generation Rate: 565 Trips (50% entering, 50% exiting),

Railroads: No impact.

Proposed Road Construction Within Development: Parking and roadway access will be paved. No internal roadways are proposed.

Parking: On-site parking would be permitted pursuant to the County zoning code.

Road Infrastructure: Langston Chapel Road is a paved minor arterial highway and is in good condition. 8,000 trips per day recorded in the vicinity along Langston Chapel Road.

Access: Access and driveway permitting will be determined by Bulloch County. Utilization of the existing roundabout on Langston Chapel Road would best serve the parcel and lessen the transportation financial impact to the County. Internal circulation is insufficient for emergency vehicles.

Intersection Capacity: All current nearby intersections are sub-standard for this level of proposed development.

Pedestrian Access: There are no connections or improvements offered. Sidewalks exist along the parameter of the Langston Chapel Road roundabout; however the current infrastructure does not provide pedestrian crosswalks or signage.

Impact – Neutral: Given the type of the development, roundabout access and traffic impact will need to be determined by Bulloch County. There are no planned pedestrian or bikeway connections.

EMERGENCY SERVICE IMPACT



Bulloch County Departmental Review

Public Safety Unit	Facility Distance / Response Time	LOS Impact or Deficiency	Intangibles
Fire (Statesboro Fire District)	Statesboro: 1.7 miles, (2 minutes response time.	ISO Rating 3	Paid and volunteer response.
EMS-Rescue (County)	4.6 miles, 6 minutes response time depending on availability.	(0.000) EMT / Paramedic deficiency per 1,000 population	N/A
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	-	Neutral	Street addresses can be easily assigned and identified.
Sheriff	6.0 miles, 8 min. depending on patrolling patterns	NA	Shift of 3 covers 684 square miles
Georgia State Patrol (Triage)	3.6 miles, 5 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, fire and EMS-Rescue. No provisions for fire hydrants proffered or sustainable.

PARKS AND RECREATION IMPACT

Impact – Positive: No impact.

Impact Summary			
Impact Factor	Positive	Negative	Neutral
Land Use Planning			X
Fiscal-Economic			X
Public Schools	X		
Water-Sewer		X	
Solid Waste			X
Environmental		X	
Transportation	X		
Parks and Recreation	X		
Emergency Services			X
Total	4	2	4
Local Impact Findings	<ul style="list-style-type: none"> This type of use is consistent with the Future Development Map. The proposed use is suitable with mitigation measures or conditions recommended. 		
Regional Impact Findings	<ul style="list-style-type: none"> Not applicable. 		



Bulloch County Departmental Review

FINAL STAFF RECOMMENDATION

If approval is considered the following conditions should apply:

Condition Category	Specific Conditions
Applicability	<ul style="list-style-type: none">These conditions apply to the entire project located on the property that is the subject of this rezoning request.
Use	<ul style="list-style-type: none">The principal use for this property approved is for Dollar General Store. The Board of Commissioners, upon considering a recommendation by the Planning and Zoning Commission, shall allow no other principal use without a modification of these conditions.
Conceptual Site Plan	<ul style="list-style-type: none">Before any development permitting occurs a <i>conceptual site plan</i> shall be submitted for review and approval by the Planning and Zoning Commission that illustrates and ensures that the zoning conditions have been met, and for use by inspections.
Architecture and Aesthetics	<ul style="list-style-type: none">The front, rear and side façades shall have primary building materials consisting of brick or brick veneer, and/or stone or stone veneer. Concrete masonry units, concrete panels or tile may be used as a secondary building material. Metal shall be prohibited as a primary or secondary building material, but may be used as a trim or accent.The building entrance shall project above the main roofline and provide pedestrian cover from outside elements.The building shall provide articulated building planes along each elevation, containing variations of mass to voids in a coordinated rhythm. Acceptable variations include fluctuations in the building plane on each elevation, which incorporate architectural elements such as building projections, material changes, windows, canopies, arcades, eaves, and other decorative features that enhance the building's appearance. A flat unarticulated wall with just windows and doors serving as voids is prohibited.Flat roofs shall have a parapet wall and be defined with discernible cornice lines.A minimum of twenty percent (20%) of facades visible from a public street shall consist of window (real or faux) and door openings.All ground mounted mechanical, HVAC and like systems shall be obscured from view on from any public street or adjoining properties by an opaque wall compatible with the building's primary or secondary materials; parapets shall be used to conceal roof-mounted mechanical equipment on flat roofs on all sides.Except for junction boxes, meters, and existing overhead utility lines, all other utility lines shall be underground.Satellite dishes, if used, shall be located and painted to blend with the background as much as practical.The following shall be prohibited: roof mounted flags, drive through windows, and cart storage (including shopping cart and any mobile bins). Outside displays of merchandise shall be limited to vending for ice, videos, propane, and general merchandise, if limited to the sidewalk(s) adjacent to the building whereby pedestrian passage is not impeded, or a nuisance is created according to Chapter 8 of the Code of Ordinances (Clean Community Regulations).See exhibit 3 for a design example.



Bulloch County Departmental Review

Condition Category	Specific Conditions
Signage	<ul style="list-style-type: none"> One (1) multi-faced, back-to-back, internally illuminated freestanding monument sign will be permitted on Langston Chapel Road with a height limit of eight feet (8') from street elevation (or, 10' from berm elevation), having an aggregate sign area of fifty (50) square feet, and shall have a minimum three foot (3') high base, consisting of materials consistent with the primary building façade and having a landscaped island. The building shall be allowed only one (1) wall sign on each street frontage having internally illuminated individual channel letters, or reverse channel letters, with consistent faces and returns. Entrance and exit signs or structures, if constructed, will be permitted with a height limit of four (4) feet from street elevation (or, 6' from berm elevation) having landscaped islands, and placed outside of the right-of-way. Billboards, animated signs, roof signs, electronic message signs, portable signs, balloons, canopy signs, pennants, flags or banners shall be prohibited.
Internal Circulation and Parking	<ul style="list-style-type: none"> All access, driveways, internal circulation lanes, and parking areas serving the general public shall be paved. Loading areas shall have concrete pads. No building, sign, structure or object, tree or other landscape feature shall be installed, built, or allowed to grow which will impede visibility at street corners, driveways and/or intersections, pursuant to AASHTO standards for sight triangles. All parking, circulation areas shall have raised concrete curbing along the perimeter except where ADA ramps are required; landscaped parking islands shall be installed at the end of each parking row.
Commercial Solid Waste Receptacles	<ul style="list-style-type: none"> Dumpsters, trash enclosures and recycling bins shall be placed on a concrete foundation and screened from view from the street and adjacent parcels with an opaque wall consisting of similar building materials as the principal building structure at a height that is no less than the height of the receptacle. Outdoor trash or refuse receptacles for public use shall be permanently attached to a concrete surface to prevent spillage, be complimentary to the building architecture, and shall only be placed at the primary entrance of the store and along the sidewalk adjacent to the front building facade.
Lighting	<ul style="list-style-type: none"> <i>Upon submitting an application for a conceptual site plan</i>, a lighting plan shall be provided meeting Illuminating Engineering Society of North America (IESNA) standards. All outdoor lighting fixtures must be recessed and downcast and shall not produce glare or a nuisance to drivers or the surrounding properties. Parking lot lighting poles and fixtures, if constructed, shall complement the overall site architecture and design in terms of scale, color, and style, and shall not exceed twenty (20) feet in height. Any canopy lighting must be recessed into its ceiling. Roof mounted lighting or backlit awnings are prohibited.
Stormwater Management	<ul style="list-style-type: none"> <i>Upon submitting an application for a conceptual site plan</i>, a hydrology study and stormwater management plan shall be provided by a professional licensed engineer showing necessary mitigation measures following the Georgia Stormwater Management Manual.
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 registered landscape architect shall be provided.



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<ul style="list-style-type: none"> • A 25-foot wide buffer and visual screening pursuant to Sections 405 and 407 of the zoning ordinance along the eastern boundary shall be required. Existing natural vegetation may be considered, at the stage of conceptual site plan approval. However, removal of such vegetation, now or in the future, will require replacement according to ordinance requirements. • The street frontage along Langston Chapel Road shall be landscaped with a dense mix of trees, massed low to medium height shrubbery, and sodding to soften the visual effect of the parking and areas. • Shrubs are to be provided within the frontage landscape strip at the rate of three (3) shrubs for every ten (10) linear feet of street frontage, or portion thereof (excluding driveways). Shrubs must be at least eighteen (18) inches tall at the time of planting, and be of a species that will normally exceed two (2) feet in height at maturity. • Trees may be planted in a frontage landscape strip in lieu of shrubs in a ratio of 1 tree = 6 shrubs. Such trees must be of a type that is suitable to local growing conditions. • Upon planting, new deciduous trees shall have a caliper of no less than two (2) inches and new evergreen trees shall be at least six (6) feet tall. • Plant materials may be clustered for decorative effect following professional landscaping standards for spacing, location and design. • Landscape islands, strips or other planting areas shall be located within the parking lot and shall constitute at least 10% of the entire area devoted to parking spaces, aisles and connecting driveways. • As a minimum, a landscaping island shall be located at the end of every parking bay between the last parking space and an adjacent travel aisle or driveway. The island shall extend the length of the parking bay and shall be no less than eight (8) feet wide for at least one-half the length of the adjacent parking space. Landscape islands between side-by-side parking spaces shall be no less than eight (8) feet in width and extend for at least one-half the length of the adjacent parking space. • Prior to issuance of a certificate of occupancy, a maintenance surety in the form of a letter of credit or cash escrow account in a form acceptable to the zoning official is required for all plant materials installed as a result of the requirements of this article. The developer shall be responsible for maintenance of all such plant materials for two years from the date of acceptance of the maintenance bond. The value of the maintenance surety shall be equal to 25 percent of the actual cost of installation of the plant materials. The cost of installation shall be evidenced by copies of contractor agreements or actual invoices paid, or as otherwise determined by the zoning official in accordance with generally established costs for the industry. • The owner, tenant and their agent, if any, and their successors and assigns shall be jointly and severally responsible for the maintenance in good condition of the plant materials used to meet the minimum landscaping requirements. This responsibility is in addition to and survives the release of any maintenance surety provided for the property by the developer. • Plants that are diseased, unsurvivably damaged or are dead, shall be removed and replaced with a plant of the same species, variety, or cultivar, as acceptable to the zoning official. Other landscape materials shall be maintained in proper repair and shall be kept clear of refuse and debris. • Any on-site water supply wells shall have an opaque fence or landscaped buffer equal to the height of the structure.



Bulloch County Departmental Review

Condition Category	Specific Conditions
	<ul style="list-style-type: none"> All landscaping shall be installed prior to a certificate of occupancy being issued.
Fire Safety	<ul style="list-style-type: none"> A fire safety code plan must be submitted to the State of Georgia Fire Marshal for review and approval.
Traffic and Safety Improvements	<ul style="list-style-type: none"> One driveway access shall be granted on Langston Chapel Road to be positioned in alignment with traffic flow to and from the roundabout using FHWA and GDOT roundabout design guidelines as approved by the County Engineer. The basic design in Figure 1 shall be followed requiring channelization with raised islands to prohibit undesirable movements and define the paths of allowed movements. Driveway access on Langston Chapel Road shall be subject to approval of a county right-of-way encroachment permit.
Utility	<ul style="list-style-type: none"> Jack and bore or directional bore is required for any connection to an off-site water supply or other utility system requiring encroachment upon a county or state right-of-way. Any boring on a county right-of-way shall be subject to approval of an encroachment permit.

Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Randy Newman, Zoning Administrator; James Pope, Planning Director.



Bulloch County Departmental Review

Attachment: Eagle Creek Investments rezone R25 to GC Langston Chapel (Eagle Creek Investments, Inc. Rezoning)



Bulloch County Departmental Review

Existing Zoning Map



Exhibit 1

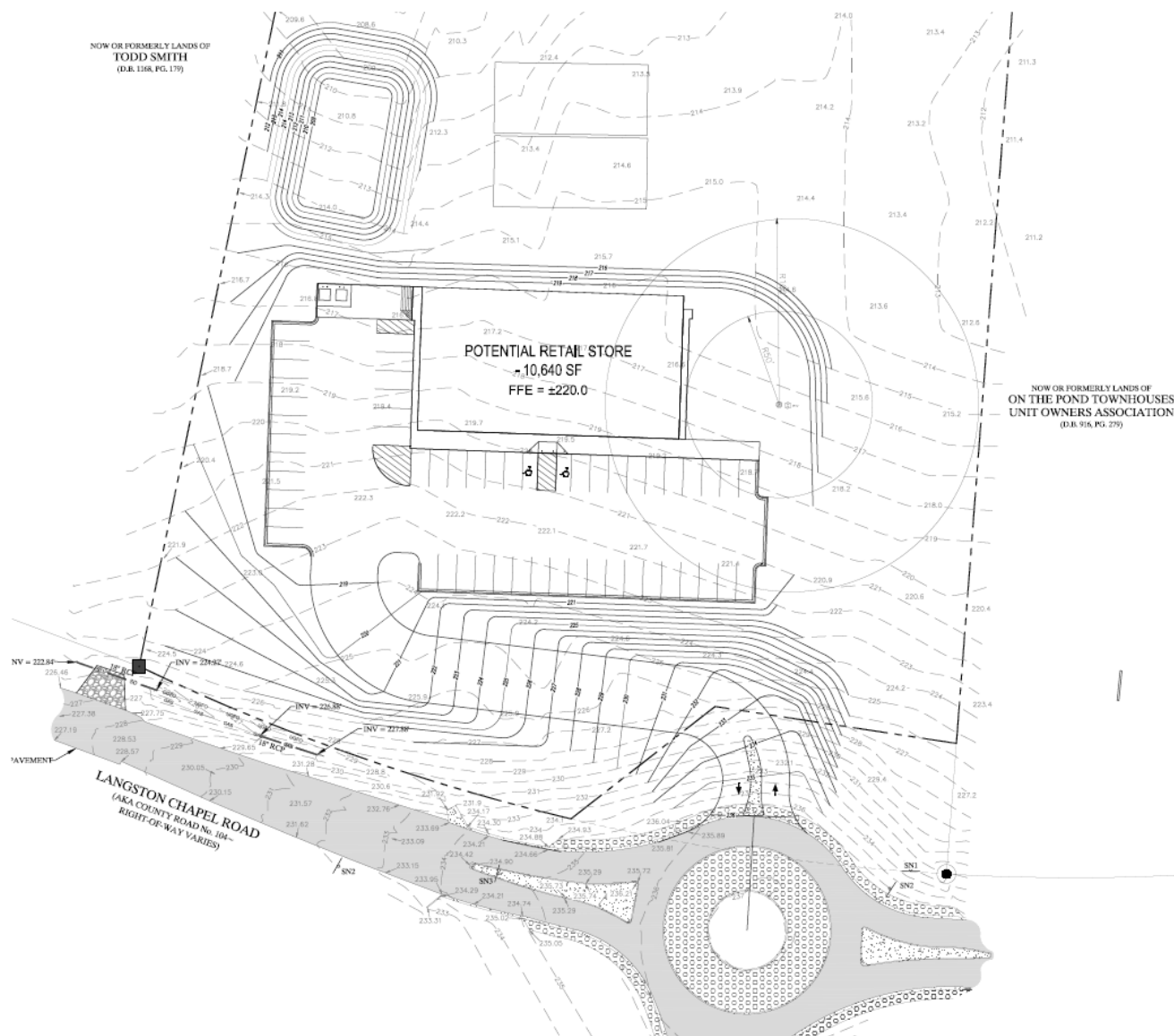
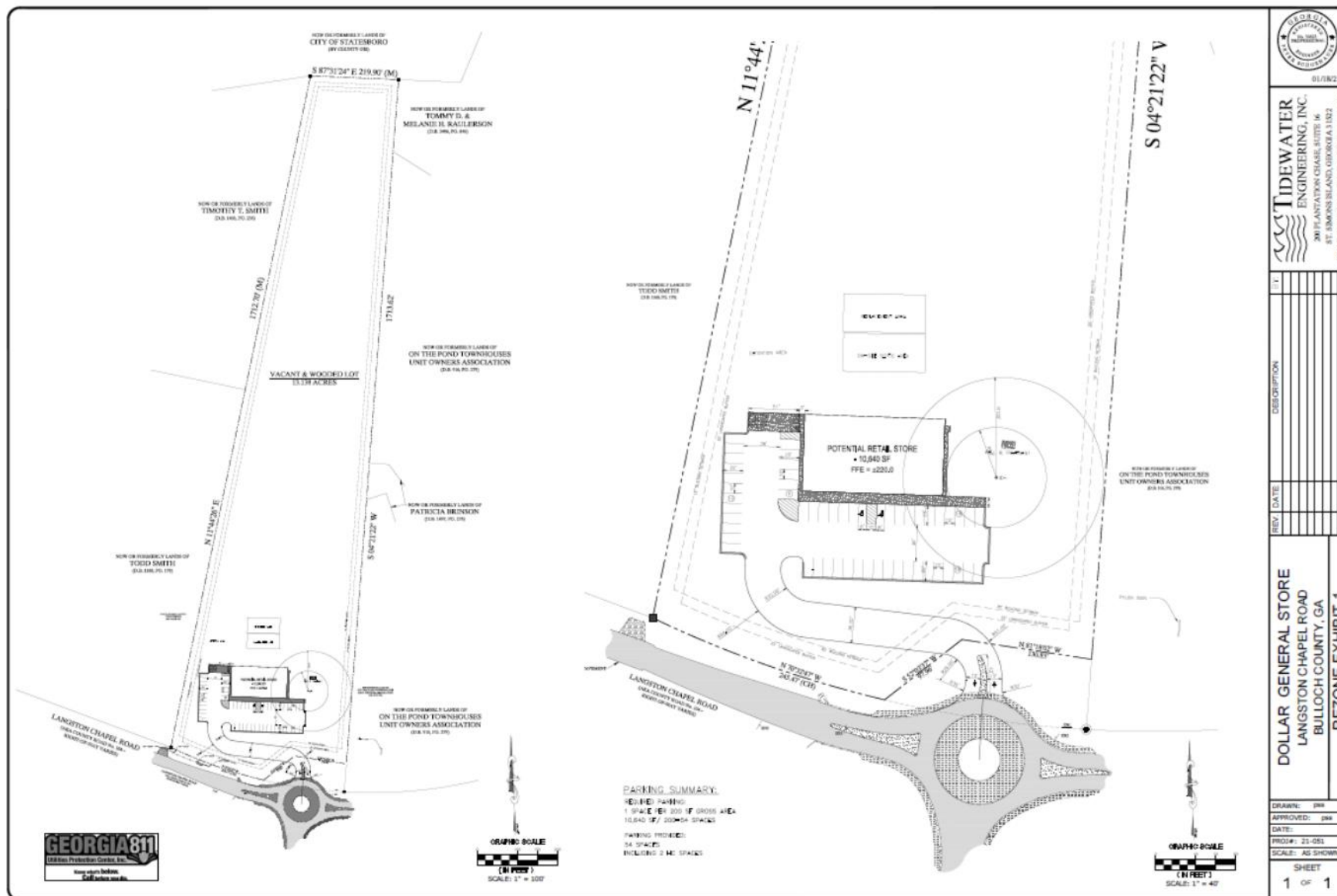


Exhibit 2





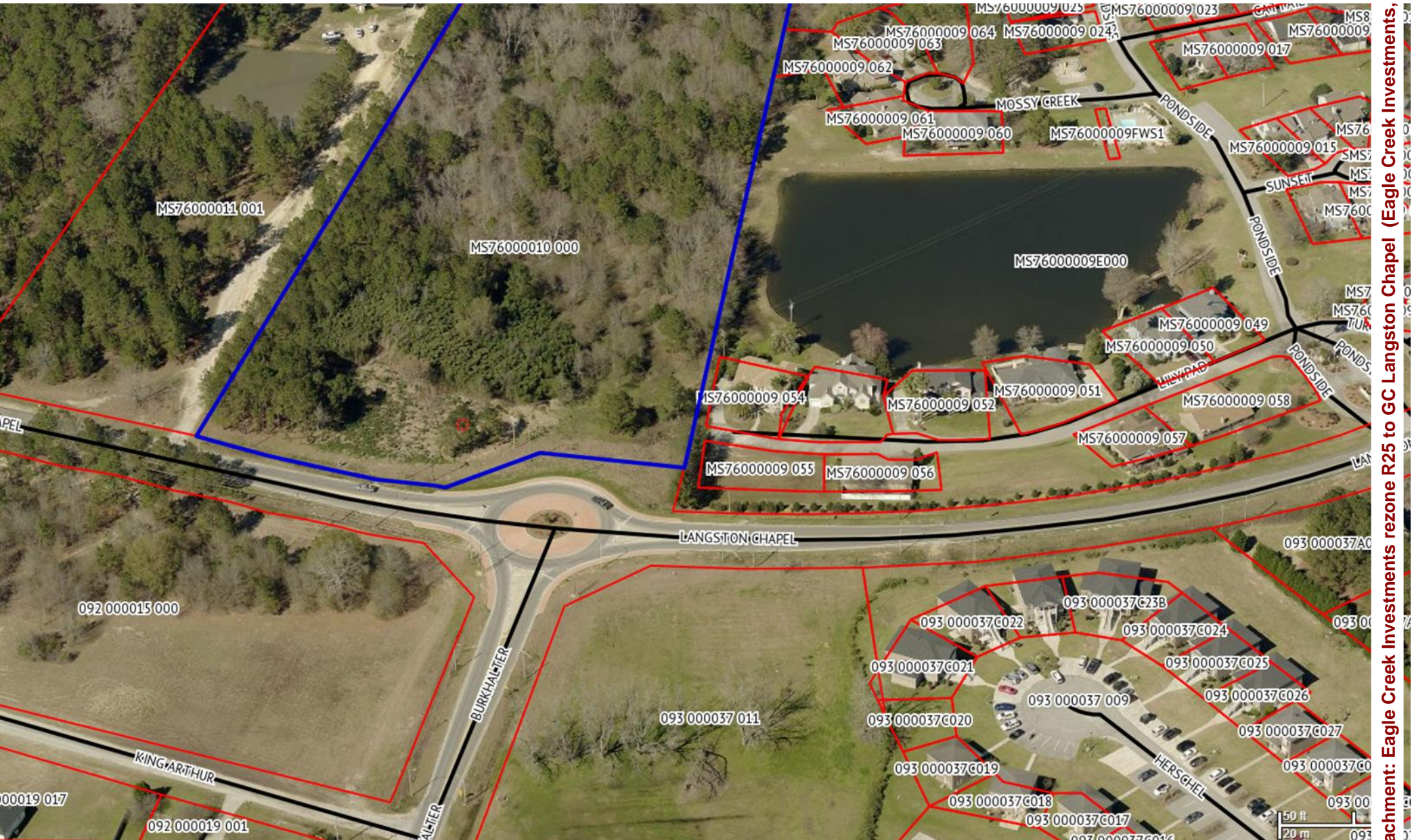
Bulloch County Departmental Review

Exhibit 3





Bulloch County Departmental Review

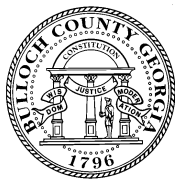


Attachment: Eagle Creek Investments rezone R25 to GC Langston Chapel (Eagle Creek Investments, Inc.



Attachment: Eagle Creek Investments rezone R25 to GC Langston Chapel (Eagle Creek Investments, Inc.





Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Zoning

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Highpoint Capital, LLC submitted an application to rezone 8.15 acre from R-25 (Residential 25,000 sq. ft.) to R-3 (Residential multi-family) to develop the lots into a two-family residential community. The property is located at the intersection of Country Club Road and Highpoint Road.

Summary / Background Attach Detailed Summary:

Please see attached staff report.

Agenda Category		Financial Impact Statement		
Approval of Zoning Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p>Attach Detailed Analysis, If Needed:</p>				
<p style="text-align: center;">Agenda Item Review and Approval</p>				

Review:

Board of Commissioners Pending 02/01/2022 5:30 PM

James Pope Pending

Tom Couch Completed 01/21/2022 9:54 AM

Olympia Gaines Completed 01/21/2022 10:07 AM

Cindy Steinmann Completed 01/21/2022 10:55 AM

Brad Deal Completed 01/21/2022 10:55 AM

Jeff Akins Completed 01/21/2022 10:59 AM



Bulloch County Departmental Review

Agenda Item:	2	Meeting Date:	February 1, 2022 (BOC)
Application #:	RZNE-2021-00025	Application Type:	Rezone
Request:	Highpoint Capital, LLC submitted an application to rezone 8.15 acre from R-25(Residential 25,000 square feet) to R-3(Residential multi-family) to develop the lots into a two-family residential community. The property is located at the intersection of Country Club Road and Highpoint Road. Jason Riner of Parker Engineering will be acting as agent.		
Planning and Zoning Commission Recommendation:	To approve the request with conditions as listed below by a 5-0 vote.		

Applicant:	Highpoint Capital, LLC	Existing Lots:	1
Location:	Country Club Road at Highpoint Road	Requested Lots:	11
Map #:	MS20000003 002	Current Zoning:	R-25
Future Land Use:	Suburban-Neighborhoods	Requested Zoning:	R-3
Directions to Property:	Take Country Club Road and cross by-pass. Property will be at the intersection of Country Club Road and Highpoint Road on the right.		

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

LAND USE PLANNING IMPACT

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

Attachment: Highpoint Capital LLC rezone R-25 to R3 country Club at Highpoint (Highpoint Capital, LLC Rezone)



Bulloch County Departmental Review

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

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

Neighborhood Character: The proposed use should not injure or detract from existing properties.

Property Values: There is no evidence that the proposed zoning change should injure or detract from existing neighborhoods if property maintained.

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 2.1 miles (response time 5 minutes) from the Statesboro District Fire Department. No additional resources are required.

TRAFFIC IMPACT

The capacity and general condition of the roads accessing the proposed development is good. Country Club Road and Highpoint Road are both 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 6 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

Attachment: Highpoint Capital LLC rezone R-25 to R3 country Club at Highpoint (Highpoint Capital, LLC Rezoning)



Bulloch County Departmental Review

The subject property appears to be suitable for the proposed rezone.

The staff recommends approval of the rezone request with the following conditions:

General Conditions

- 1) **Density:** The number of dwelling units shall be limited to eleven (11) buildings with a total of 22 residences.
- 2) **Construction and architectural design:** The following shall apply:
 - a) All dwelling units shall consist of traditional site built construction meeting state building codes.
 - c) For principal structures, exterior finish on all facades except for trim and minor treatments, shall primarily consist of 50% brick, stone, or decorative masonry finish in combination with high-grade stucco (simulated or artificial stucco is prohibited), natural wood, cement-based artificial wood siding, or vinyl siding.
- 3) **Street signage:** Motif street signage is permitted provided that all lettering, directional and safety attributes on the signs meet MUTCD requirements and shall be consistent with architectural details and character of the development.
- 4) **Access management:** The following shall apply:
 - a) All approved residential lots and structures shall access internally to new roads built within the subdivision, with no driveway access permitted on Country Club Road or Highpoint Road.
 - b) The main entrance shall access off Country Club Road per the attached sketch with no access off Highpoint Road.
 - c) The applicant shall dedicate an amount of land agreed upon with the County Engineer for future intersection improvements.
- 5) **Road(s):** The following shall apply:
 - a) The proposed roads shall be privately owned and maintained by a common interest element, any proposed future public dedication requires that the roads meet county standards at that time. No public funds shall be invested to correct any construction or condition deficiencies to meet such standards, unless a county special assessment tax improvement district is approved by affected property owners.
 - b) As the result of any proposed public dedication, no public funds shall be invested to correct any construction or condition deficiencies to meet such standards, unless a county special assessment tax improvement district is approved by affected property owners.
- 6) **Sidewalks and parking:**
 - a) Sidewalks shall be provided along both sides of all internal roadways and built in concrete sections with a minimum width of four feet (4').
 - b) The proposed internal sidewalk system shall be owned and maintained by the applicant/developer or common interest element.
- 7) **Buffer, landscaping and open space:** The following shall apply:
 - a) A twenty-five foot (25') vegetative buffer with formal landscaping or a six foot high opaque decorative fence approved by the zoning administrator must be installed by the applicant/developer along the length of properties adjacent to Country Club Road and Highpoint Road.
 - b) An internal streetscape consisting of native, non-ornamental canopy trees (maple, dogwood, oak, etc.) with a minimum 4" caliper spaced in an equidistant linear fashion.
- 8) **Postal Service:** If clustered mailboxes are required by the United States Postal Service, they shall be located and installed on a separate parcel that is off the right-of-way of neighborhood



Bulloch County Departmental Review

roads or streets, and the location shall be owned and maintained by the applicant/developer or a common interest element.

- 9) Subdivision entrance signs or structures: The following shall apply:
 - a) The structure shall be monument-based with of brick, stone or decorative masonry with landscaping approved by the Zoning Administrator.
 - b) Such signs or landscape features shall not be placed in the public right-of-way and shall be deeded an owned to a common interest element, with Bulloch County having no future responsibility for re-installation, maintenance or removal.
 - c) No building, sign, structure or object, tree or other landscape feature shall be installed, built, or allowed to grow that impedes visibility at street corners, driveways and/or intersections, pursuant to AASHTO standards for sight triangles.
- 10) Street lighting: The following shall apply:
 - a) Overhead or decorative street lights shall be required at the subdivision entrance to identify the intersection at night, and shall be owned and maintained by the applicant/developer or a common interest element.
 - b) A County Street Light Tax District shall be required inside the subdivision.
- 11) Water Systems: The following shall apply:
 - a) All water system lines shall be set on the back slope of the ditch where rural ditches are used and no paved road cuts will be permitted.
 - b) Right-of-way encroachment permits will be required by the County Engineer for any water system installation work on a county owned or maintained road.
 - c) All well and holding tank structures shall be buffered either with maintained formal landscaping or an opaque fence at a height up to the eaves or top of the structure.
- 12) Soil Erosion and sedimentation: Before a Certificate of Occupancy is issued for any principal structure(s), each affected parcel shall have a permanent stand of grass, sprigs or sod established for the front and side yards to the rear drip line of the principal structure(s) exclusive of designated landscape beddings to abate soil erosion, with the current phase of development being in compliance with County Erosion Control and Sedimentation standards.

Condition(s) Prior to Sketch Plan Submission

- 13) Architectural rendering: 30 days prior to the submission of a sketch plan application to the Planning and Zoning Commission, the applicant, at their own expense, shall submit an architectural rendering of units to be constructed that meet Condition #2.

Condition(s) for Preliminary Plat Submission

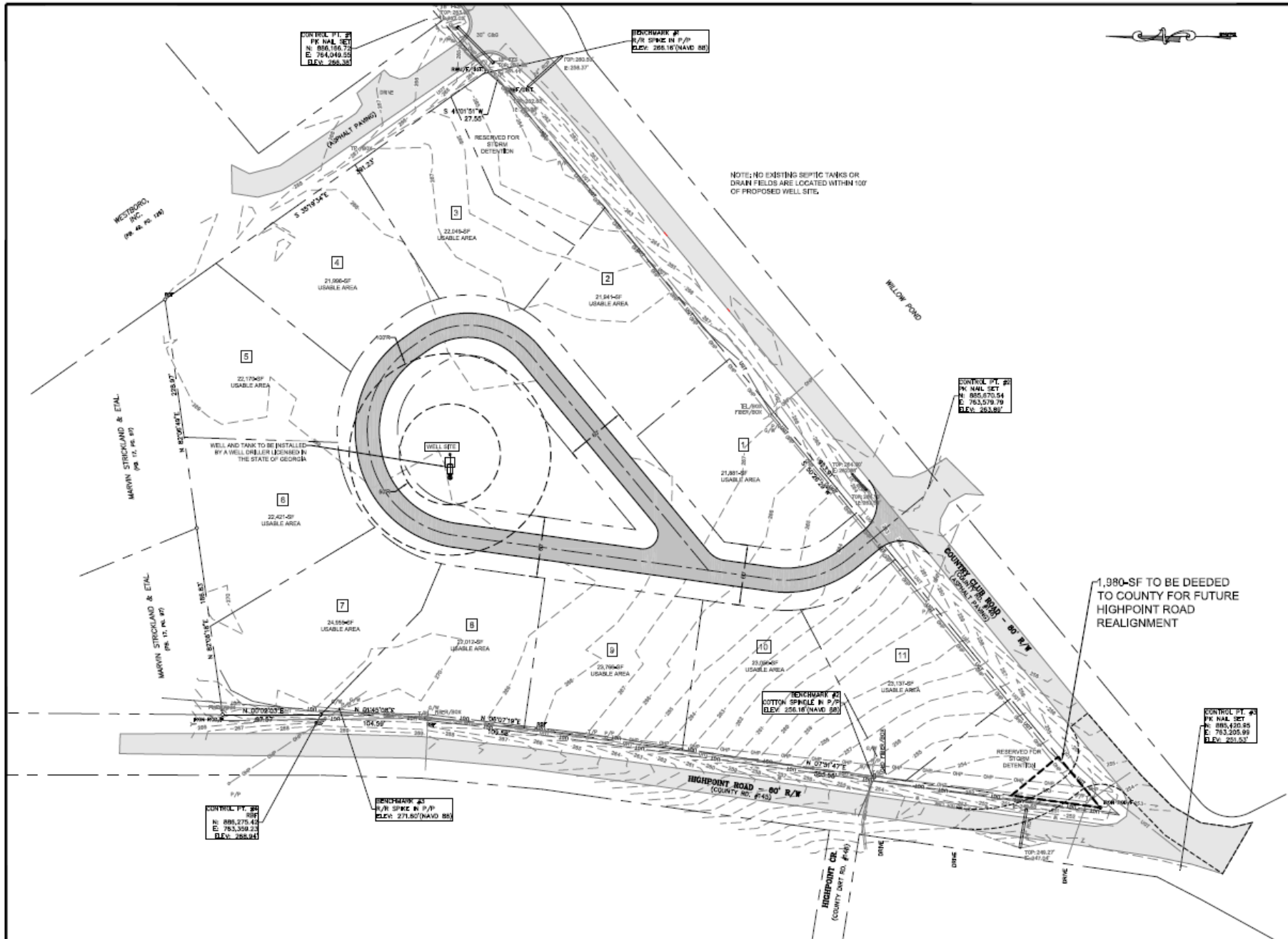
- 14) Hydrology study and stormwater management plan: 30 days prior to the submission of a preliminary plat to the Planning and Zoning Commission, the applicant, at their own expense, shall submit a hydrologic study and a stormwater management plan following the Georgia Stormwater Management Manual.
- 15) Engineering plan: The developer shall submit an engineering plan at the time of preliminary plat submission to demonstrate that adequate storm water management practices or structures shall be installed to control on-site and off-site run-off and sediment.

Participants: Tom Couch, County Manager; Jeff Akins, County Attorney; Brad Deal, County Engineer, Randy Newman, Zoning Administrator, James Pope, Planning Director.



Bulloch County Departmental Review

4.2.a



36 Courtland Street, Suite B
Statesboro, Georgia 30458
Phone: 912-764-7722



HIGHPOINT QUADS
BULLOCH COUNTY, GEORGIA
prepared for:
HIGHPOINT CAPITAL, LLC.

No.	Date	Revision

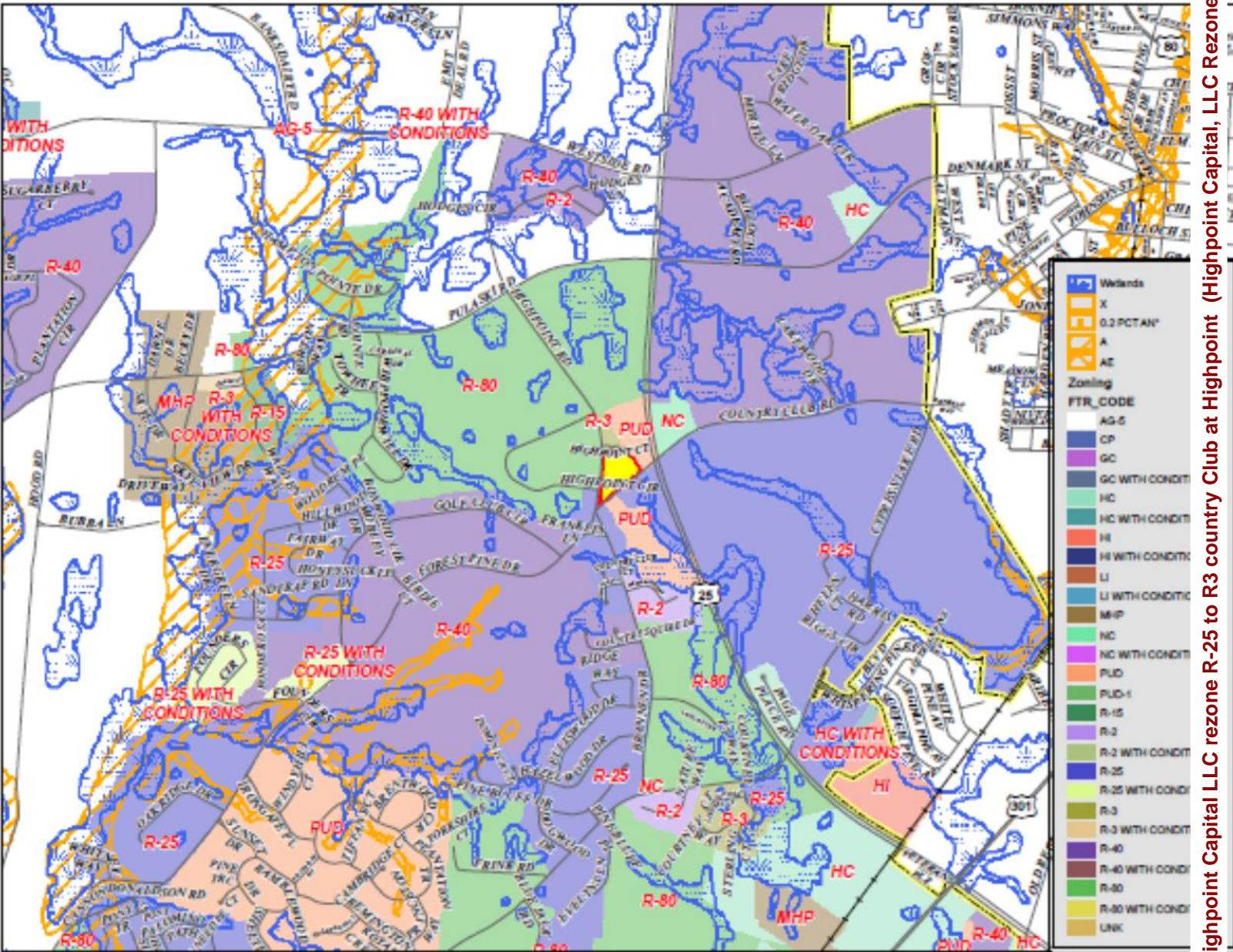
Sheet Title	
OVERALL PLAN	
Drawn by	210
Checked by	
Scale	N.T.S.
Project No.	PE19179

Attachment: Highpoint Capital LLC rezoning R-25 to R3 country Club at Highpoint (Highpoint Capital, LLC

An aerial map of a golf course area, likely in Mississippi, showing property boundaries and various labels. The map includes a compass rose in the top left corner. The area is divided into several sections by red lines, with some sections outlined in blue. Labels include 'HIGHPOINT', 'COUNTRY CLUB', 'VETERANS MEMORIAL', and 'BRANN'. Numerous alphanumeric codes are scattered across the map, such as MS190000011 000, MS200000003 000, MS310000036 000, and MS32000004B002. The map shows a mix of green grass, trees, and some buildings.



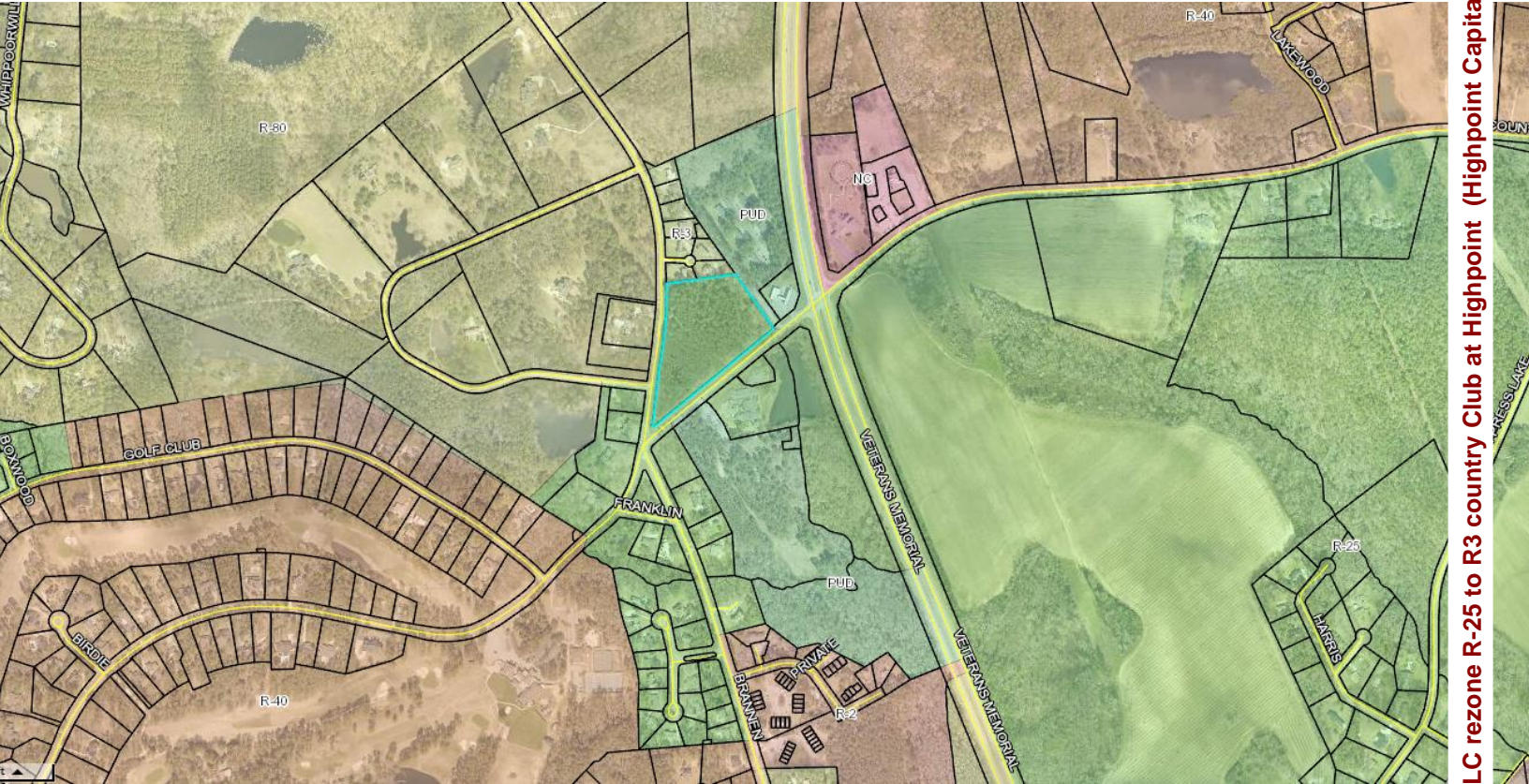
Bulloch County Departmental Review



Attachment: Highpoint Capital LLC rezone R-25 to R3 country Club at Highpoint (Highpoint Capital, LLC Rezoning)



Bulloch County Departmental Review



Attachment: Highpoint Capital LLC rezone R-25 to R3 country Club at Highpoint (Highpoint Capital, LLC Rezone)



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • JANUARY 18, 2022

Regular Meeting

North Main Annex Community Room

8:30 AM

115 North Main St, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

Chairman Thompson welcomed guests and called the meeting to order.

II. INVOCATION AND PLEDGE

Commissioner Deal gave the invocation and Pledge of Allegiance.

III. ROLL CALL

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call for the commissioners and staff.

Attendee Name	Title	Status	Arrived
Ray Mosley	Commissioner	Absent	
Anthony Simmons	Commissioner	Present	
Curt Deal	Commissioner	Present	
Roy Thompson	Chairman	Present	
Walter Gibson	Commissioner	Present	
Jappy Stringer	Commissioner	Absent	
Timmy Rushing	Vice-Chairman	Present	

The following staff were present: County Manager Tom Couch, Assistant County Manager Cindy Steinmann, County Attorney Jeff Akins, Human Resources Director Cindy Mallett, Chief Financial Officer Kristie King, Assistant Chief Financial Officer Breanna Haydon, Special Projects Manager Randy Newman, Public Works Director Dink Butler, Public Safety Director Ted Wynn, Fire Chief Chris Ivey, Volunteer Coordinator Pat Lanier Jones, County Engineer Brad Deal, Planning and Development Director James Pope, Statesboro-Bulloch Parks and Recreation Director Eddie Canon, Community Relations Manager Broni Gainous, and Senior Accountant Peyton Fuller.

IV. APPROVAL OF GENERAL AGENDA

Chairman Thompson called for changes and/or modifications to the General Agenda. Hearing none, he called for a motion to approve the General Agenda as presented.

1. A motion was made to approve the General Agenda as presented.

Minutes Acceptance: Minutes of Jan 18, 2022 8:30 AM (Consent Agenda)

RESULT:	Approved [Unanimous]
MOVER:	Curt Deal, Commissioner
SECONDER:	Timmy Rushing, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

V. PUBLIC COMMENTS

Chairman Thompson called for public comments from the audience at large or in writing.

David Reid expressed his concerns with the response from EMS. He stated back in July 2021, he contacted 911 and it took 8 minutes for the responders to get to his house. Mr. Reid stated the County should look at using inmates to help with first responder services.

Public Safety Director Ted Wynn stated the department has plans to man additional stations in the Bay and Register area with first responder personnel.

County Manager Tom Couch stated the County does have resources in place, but it may require adjustments in the tax rate to provide better levels of services to the citizens of the County.

Sandra Butler asked for an update on the paving of Hightower Road.

County Engineer Brad Deal stated Hightower Road is in the FY2023 budget to be paved. He stated the department is currently working on surveying; once those are completed, then he can begin with right-of-way acquisition.

Mr. Couch stated the right-of-way acquisition can be time consuming, but if all goes as planned, then the paving project should progress on schedule. He stated the funding would not be available until FY2023.

VI. CONSENT AGENDA

A motion was made to approve the Consent Agenda as presented.

RESULT:	Approved [Unanimous]
MOVER:	Walter Gibson, Commissioner
SECONDER:	Timmy Rushing, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

1. 2203: November 23, 2021 Town Hall Minutes
2. Minutes Approval: Tuesday January 4th, 2022 05:30 PM
3. January 11, 2022 Town Hall Minutes
4. 2193: Approve a Memorandum of Agreement with Georgia Department of Transportation (GDOT) for the replacement of the bridge on Akins Pond Road (See Exhibit #2022-8).
5. 2198: Approve the purchase of 10 APEX 1000 radios in the amount of \$33,494.80 through a state purchasing contract (See Exhibit #2022-9)
6. 2199: Approve the purchase of motor grader blades for a total amount of \$59,214.80 (See Exhibit #2022-10).

VII. NEW BUSINESS

1. 2197: Approve the acceptance of a Transportation Alternatives Grant (TAP) award in the amount of \$348,000.00 and enter into a supplemental agreement with Georgia Department of Transportation (GDOT) for preliminary engineering of the S&S Greenway Trail Extension.

Chairman Thompson called on Assistant County Manager Cindy Steinmann to start discussion on the matter.

Ms. Steinmann stated the County applied for and was awarded a Transportation Alternatives Grant (TAP) in the amount of \$300,000.00 with a \$75,000.00 match in 2018 from the Georgia Department of Transportation (GDOT) for assistance with design services for the S&S Greenway Trail Extension. She stated the grant funds have been expended with design fees still remaining. Ms. Steinmann stated the County applied for additional TAP funding and was awarded \$348,000.00 with an \$87,000.00 match. Upon acceptance of the grant, the County will need to enter into a supplemental agreement with GDOT.

Without further discussion, a motion was made to approve the acceptance of a TAP grant award in the amount of \$348,000.00 and enter into a supplemental agreement with GDOT (See Exhibit #2022-11).

RESULT:	Approved [Unanimous]
MOVER:	Curt Deal, Commissioner
SECONDER:	Anthony Simmons, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

2. 2200: Authorize a resolution for the submission of two applications for SAFER grants.

Chairman Thompson called on County Manager Tom Couch to initiate discussion on the matter.

Mr. Couch stated the staff has filed two applications for the Staffing for Adequate Fire and Emergency Response (SAFER) grants with the Federal Emergency Management Agency (FEMA) for funding to support personnel costs for the hiring of 12 full-time personnel and personnel costs for one existing Volunteer Coordinator. He stated the funding will also help with related recruitment and retention activities. Mr. Couch stated the SAFER grant pays only the base amount of salary and benefits at the beginning of the performance period. He stated if awarded, the personnel costs would need to be absorbed beginning in the FY2027 budget. Mr. Couch stated the Board should start thinking about the likelihood of adjusting the fire tax millage rate in increments starting in FY2024.

After some discussion, a motion was made to authorize a resolution for the submission of two applications for SAFER grants (See Exhibit #2022-12).

RESULT:	Approved [Unanimous]
MOVER:	Walter Gibson, Commissioner
SECONDER:	Anthony Simmons, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

3. 2201 : Approve an amendment to the position control schedule for the FY2022 Budget.

County Manager Tom Couch stated the Ogeechee Judicial Circuit has been awarded \$1.825 million in ARPA funds for a performance period lasting until December 31, 2022, from the Judicial Council of Georgia. He stated the purpose of the funding is to reduce court caseloads created by the pandemic. Mr. Couch stated that Bulloch County has agreed to act as the fiscal agent at the request of Judge Peed. He stated in addition to funding selected judicial agencies, temporary personnel for the County was also approved for the performance

period. Mr. Couch stated the position control amendment is to authorize the following temporary grant-funded positions: two full-time deputy clerks, two full-time court security deputies, and two part-time court bailiffs.

Without further discussion, a motion was made to approve an amendment to the position control schedule for the FY2022 budget (See Exhibit #2022-13).

RESULT:	Approved [Unanimous]
MOVER:	Curt Deal, Commissioner
SECONDER:	Timmy Rushing, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

4. 2202 : Approve the purchase of baseball/softball uniforms and equipment from BSN Sports in the amount of \$33,413.00.

Statesboro-Bulloch Parks and Recreation Director Eddie Canon stated that the Recreation Athletics division accepted bids for baseball/softball uniforms and equipment needs for the 2022 season. He stated after speaking with recreation departments across the state, the staff secured quotes through an informal bid process. Mr. Canon stated recreation departments across the state have experienced issues with obtaining uniforms and equipment. He stated the department reached out to several vendors that they have used in the past and BSN Sports provided a bid of \$33,413.00. Mr. Canon stated BSN Sports has been successful in providing for the department's needs in the past. He recommended approval of the bid.

Without further discussion, a motion was made to approve the purchase of baseball/softball uniforms and equipment from BSN Sports in the amount of \$33,413.00 (See Exhibit #2022-14).

RESULT:	Approved [Unanimous]
MOVER:	Anthony Simmons, Commissioner
SECONDER:	Curt Deal, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

VIII. COMMISSION AND STAFF COMMENTS

Chairman Thompson called for general comments from the commissioners and staff.

County Manager Tom Couch stated he would like to postpone future town hall meetings in lieu of scheduled workshops on the topics surrounding TSPLOST, updates to the Transportation plan, operational workshops for public works, and public safety.

The Board expressed consensus in postponing the town hall meetings to focus on scheduling workshops to discuss the topics mentioned.

Chief Ivey thanked the staff for their assistance with the SAFER grant.

Commissioner Rushing introduced the new mayor of Register, Donnie Roberts.

IX. EXECUTIVE SESSION - REAL ESTATE

Hearing no further comments, Chairman Thompson stated the Board must now enter into Executive Session for the purpose of discussing real estate matters. He called for a motion to enter into Executive Session in accordance with the provisions of O.C.G.A. § 50-14-3 (b) (1)(B) and other applicable laws pursuant to the advice of County Attorney Jeff Akins for the purpose of discussing real estate matters.

1. A motion was made to enter into Executive Session for the purpose of discussing real estate matters in accordance with the provisions of O.C.G.A. § 50-14-3(b)(1)(B) and other applicable laws (See Exhibit #2022-15).

RESULT:	Approved [Unanimous]
MOVER:	Walter Gibson, Commissioner
SECONDER:	Anthony Simmons, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

X. ADJOURN

Chairman Thompson called for a motion to adjourn the meeting.

1. A motion was made to adjourn the meeting.

RESULT:	Approved [Unanimous]
MOVER:	Curt Deal, Commissioner
SECONDER:	Anthony Simmons, Commissioner
AYES:	Anthony Simmons, Curt Deal, Walter Gibson, Timmy Rushing
ABSENT:	Ray Mosley, Jappy Stringer

Chairman

Attest: _____
Olympia Gaines, Clerk

Minutes Acceptance: Minutes of Jan 18, 2022 8:30 AM (Consent Agenda)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Airport

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve contract with Goodwyn, Mills, & Cawood for Airport consulting services

Summary / Background Attach Detailed Summary:

Request for proposals to provide Engineering Consultant services for the airport were sent out on November 4, 2021. We opened the packets on December 14, 2021. We received proposals from three firms, GMC, Holt, and Parrish and Partners. A team reviewed and rated the three firms. GMC received the highest rating, with Holt second, and Parrish and Partners third. This is a general contract that describes services to be provided on a project-by-project basis. Each project will have a separate project contract to determine the scope of the contract and fees for each contract.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins Completed 01/27/2022 4:53 PM

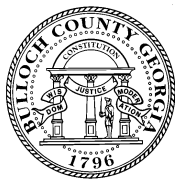
Kristie King Pending

Tom Couch Pending

Cindy Steinmann Pending

Olympia Gaines Pending

Board of Commissioners Pending 02/01/2022 5:30 PM



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Legal

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve a lease agreement with Southeast Avionics, LLC & Jeremy Hill.

Summary / Background Attach Detailed Summary:

The Airport Committee has recommended approval of the attached Lease Agreement with Southeast Avionics, LLC and Jeremy Hill for space in Building 12 to operate a business providing aeronautical services consisting of a aircraft maintenance and aircraft parts fabrication. Approval is recommended.

Agenda Category		Financial Impact Statement		
Consent Agenda		Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Kathy Boykin Pending

Jeff Akins Pending

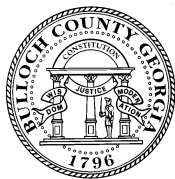
Tom Couch Pending

Kristie King Pending

Board of Commissioners

Pending

02/01/2022 5:30 PM



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Legal

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve a lease agreement with Pilot Pros, Inc. d/b/a GATO Flight Academy & Romulo Toledo

Summary / Background Attach Detailed Summary:

The Airport Committee has recommended approval of the attached Lease Agreement with Pilot Pros, Inc. d/b/a GATO Flight Academy and Romulo Toledo for space in Building 12 to operate a business providing aeronautical services consisting of a flight school and flight training. Approval is recommended.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO
<p>Attach Detailed Analysis, If Needed:</p>				
<p style="text-align: center;">Agenda Item Review and Approval</p>				

Review:

Kathy Boykin Pending

Jeff Akins Pending

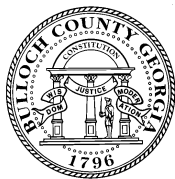
Tom Couch Pending

Kristie King Pending

Board of Commissioners

Pending

02/01/2022 5:30 PM



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Parks and Recreation

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve acceptance of Boarding / Facility Use Agreements - Mill Creek Equestrian Center.

Summary / Background Attach Detailed Summary:

Acceptance of Boarding agreement and Facility Use agreement from Mill Creek Equestrian Center for Bulloch County Recreation & Parks Horseback Riding Program.

Agenda Category		Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required?	NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins Pending

Tom Couch Pending

Eddie Canon Completed 01/28/2022 12:39 PM

Cindy Steinmann Pending

Kristie King Pending

Olympia Gaines Pending

Board of Commissioners Pending 02/01/2022 5:30 PM



FULL-CARE PASTURE BOARDING AGREEMENT 2022
\$500 per Month

(Coastal hay provided Mid October-February)

Client Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Email address: _____

Horse Name: _____

Breed: _____ Reg# _____ Age _____ Sex _____

The Client Agrees to:

1. Pay Mill Creek Equestrian Per Month for boarding services limited to the use of the agreed upon amenities and services. These fees shall be due and payable on the first day of each month in advance.
2. Mill Creek Equestrian shall have, and is hereby granted a lien on the Lessee's horse for the aforesaid amount for any and all unpaid boarding and other charges resulting from the boarding of said horse. A late fee of \$25.00 will be charged if the payment is not made by the Seventh (14th) business day of the month.
3. Mill Creek Equestrian may exercise their lien rights pursuant to Georgia Law, and Ten (10) days after written notice to the Lessee/Owner. Mill Creek Equestrian may have the option of retaining possession of the Lessee/Owner's horse and equipment until charges are paid in full. Additional charges will continue to accrue at 18% monthly until full payment is made.
4. Lessee will supply Mill Creek Equestrian with all health information necessary to operate a boarding facility including a current negative Coggins Test Certificate and a Veterinary Health Certificate if the Horse is from out of state of Georgia at the time of signing.
5. Mill Creek Equestrian will maintain regular veterinary and farrier care of said horse and invoice all medical, hospital, and veterinarian expenses to Lessee.
6. Mill Creek Equestrian will provide veterinary recommended deworming , grooming, handling, special handling during feeding.
7. If the horse becomes ill or is injured, the Lessee shall be notified at once for instructions for the care of their horse. If owner cannot be informed, does not answer the notice, the horse's health requires immediate action, or the Lessee fails to authorize appropriate care the Stable

operators shall have the immediate Mill Creek Equestrian right to use their best judgment in regards to appropriate measures to be taken for the welfare and health of the horse. Lessee gives permission for Mill Creek Equestrian to administer medications by whatever means, including but not limited to by ingestion or by injections to the horse.

8. Mill Creek Equestrian, Owners, their Agents or Employees shall not be liable for any damage which may occur from any cause of growing out of or as a result of the boarding of the said horse including, but no limited to, loss by fire, theft, running away, death, injury to person, horse or property. Furthermore, Mill Creek Equestrian shall not be liable for horse, tack and equipment while in the custody of the Stable weather on the premises of the Stable, in transport in Stable vehicles or under the control of the Stable, or at any third party facility. It is recommended that full insurance be carried on horse, tack and all equipment.

9. Lessee agrees to abide by all the rules and regulations currently in effect, or adopted by the Stable. Should Lessee violate any rules and regulations Stable may terminate lease of the boarding space hereunder granted.

10. In the event someone other than the Lessee wishes to ride the horse, calls for, or seeks to remove the horse, such person shall have written authority signed by the Lessee to do so. If their intention is to ride the horse at Mill Creek Equestrian a Release Form must be filled out and given to the Stable owner or its agents. All family members of the owner of the horse must be named on the riders release form prior to riding or handling the horse.

11. The judgment of the Stable Manager as to the undesirability or dangerousness of the said horse shall be absolute and final. Upon written notice the said horse shall be removed from Stable premises immediately after paying all boarding fees incurred.

12. This agreement shall be binding upon the parties hereto and their heirs and authorized agents.

13. This agreement may be terminated by either party upon Thirty (30) days written notice to the other and Lessee shall be free to remove said horse after such period and all incurred fees and charges are fully paid.

This agreement becomes effective as of _____

WARNING UNDER GEORGIA LAW, AN EQUINE SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

New Boarding Client

Signature: _____ Date: _____

Stable Manager

Signature: _____ Date: _____



FACILITY USE AGREEMENT 2021

This Equine Facility Use Agreement (the "Agreement") is made on _____, 20____, by and between Mill Creek Equestrian Center ("Facility") of 407 Bruce Groover Rd, Statesboro, GA 30461 and _____ ("User") of _____ Statesboro, GA 30458.

Whereas, Facility agrees to permit User to conduct such business activities at the Facility, subject to the terms and conditions set forth in the Agreement.

Now, Therefore, the parties agree as follows:

- 1) User's Business Activities. During the term of this Agreement, User shall be permitted to conduct the following business activities at the Facility, for the purpose of riding instructions.
- 2) The use of the wooden round pen, outdoor arena and dedicated tack room. Additionally, for rain days the indoor arena could be used as an alternative if approved by facility manager.

USER IS EXPLICITLY PROHIBITED FROM ENGAGING IN ANY COMMERCIAL ACTIVITIES NOT SPECIFICALLY PERMITTED BY THIS SECTION.

- 1) Facility Usage.
 - a) There is a covered arena at the Facility and User's use of such arena shall be shared with the primary business of the facility and the management of the Facility shall have first priority.
 - b) There is a outdoor arena at the Facility and the User's use of such arena shall be shared with the primary business of the facility and the management of the Facility shall have first priority. However, the Facility management will work with the User's schedule to designate times for exclusive use if needed.
 - c) There is a round pen at the Facility and the User's use of such pen shall be shared with the primary business of the facility and will be available on a first come first serve basis, useless coordinated and scheduled beforehand with management of the Facility.
 - d) There is a lobby and restrooms at the Facility and the User's use of such areas shall be shared with the primary business of the Facility.
 - e) In the event someone other than the User wishes to ride the User's horse(s), a Release Form must be filled out and given to the Facility prior to riding.
 - f) User agrees to abide by all the rules and regulations currently in effect, or adopted by the Facility. Should User or User's guests/clients violate any rules and regulations Facility may terminate this Agreement immediately.

2) Agreement Terms and Termination

- a) As consideration for the use of the Facility, the User will pay the Facility a fee of \$60 per student per six week session.
- b) The judgment of the Facility Manager as to the undesirability or dangerousness of the said horse or situation shall be absolute and final.
- c) The User agrees to indemnify the Facility from any claim made in connection with their staff, students, program, etc. The User also agrees to name the Facility (**Spur Holdings LLC d.b.a Mill Creek Equestrian Center**) as an additional insured under their liability policy.
- d) This agreement may be terminated by either party upon Thirty (30) days written notice.

This agreement becomes effective as of January 12, 2022.

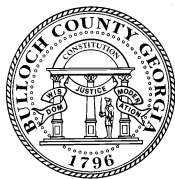
WARNING UNDER GEORGIA LAW, AN EQUINE SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

User Name (Print): _____

Authorized Signature: _____ Date: _____

Facility Manager (Print): **Wes Mullins**

Signature: _____ Date: _____



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Parks and Recreation

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve acceptance of a Georgia Recreation and Park Association (GRPA) Grant Award

Summary / Background Attach Detailed Summary:

Acceptance of Georgia Recreation and Park Association (GRPA) BOOST Grants Program Contract to operate comprehensive afterschool programming in our community. MOU and Georgia Department of Education Conflict of Interest and Disclosure Policy are attached.

Agenda Category	Financial Impact Statement		
Consent Agenda	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Olympia Gaines Pending

Tom Couch Completed 01/28/2022 12:22 PM

Jeff Akins Completed 01/28/2022 12:23 PM

Eddie Canon Completed 01/28/2022 12:38 PM

Cindy Steinmann Completed 01/28/2022 12:47 PM

Kristie King Pending

Board of Commissioners Pending 02/01/2022 5:30 PM

Georgia Recreation and Park Association – BOOST Program
2021 MOU & Assurances for Contractors Receiving American Rescue
Plan Act (ESSER) Funds

Georgia Recreation and Park Association, Inc.
 Memorandum of Agreement (MOU)

Georgia Recreation and Park Association, Inc. (hereinafter referred to as “**GRPA**”), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding (“**MOU**”) with [REDACTED] (hereinafter referred to as the “**Contractor**”) in the total amount of [REDACTED] to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor's local community
- Combat learning loss and meet students' well-being, connectedness, and mental health needs
- Directly support learning acceleration and whole child approaches to positive youth development
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students' comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged
- Expand access to serve more youth, with an emphasis on children who were most impacted by the pandemic
- Reduce barriers to participation to ensure access for all
- Increase programmatic quality and expand or enhance supports/services offered

As a condition of this MOU, the parties agree as follows:

1. *Use of Funds.*

The overall purpose of the services provided under this MOU is to support learning acceleration, connectedness, and well-being of Georgia's students, utilizing a whole child approach. Funds will be expended only in accordance with this MOU and as specified as allowable in the [GRPA RFP](#) and/or in any approved budgets. Any changes in the implementation of the contracted services will require the prior written approval of GRPA.

2. *Contract Period, Invoicing & Payment.*

The contract period for this MOU **August 1, 2021 – July 31, 2022** (“**Contract Period**”), subject to the terms contained in this MOU. The Contractor shall invoice GRPA no more frequently than monthly for services provided during the Contract Period. GRPA will pay the Contractor's invoice within 30 days *with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process.*

3. *GRPA BOOST Project Administrator.* The GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish personnel to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.

4. *Reports.* The Contractor agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA to effectively administer the Program. Monthly reports shall include financial reporting for the period covered, narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation Form and Final Reports as required. The Final Report for each year of the Program shall be due TBA , 2022.

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GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

5. Accounts & Recordkeeping.

The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for reimbursement. Books and records may be requested by GRPA or GRPA's grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program for a period of at least (___) years after the Contract Period ends (or according to Georgia Secretary of State Record Retention Policies)

6. Assurances, Warranties, & Representations.

The Contractor named in this MOU is a recipient of federal ESSER funds in the GRPA BOOST Program, which utilizes relief funds provided by the American Rescue Plan Act. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. Failure to be in compliance with any aspect of the contract agreement, including these assurances, may result in the delay, reduction, or termination of said agreement and accompanying funds.

These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The contract hereby assures that it will comply with the following:

	Assurances
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor.
2.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
4.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
5.	The services will take place in a safe and easily accessible facility. It is the responsibility of the Contractor to ensure that it meets all requirements, including but not limited to, child-care licensing, occupancy, fire, water, and transportation of students.
6.	The services will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
7.	Prior to any material change affecting the purpose, administration, organization, budget, or operation of the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
8.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
9.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for Federal and state funds paid to the Contractor to perform its duties.
10.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other state or Federal officials.
11.	The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties.

Attachment: 2021 MOU (Acceptance of GRPA Grant Award)

Georgia Recreation and Park Association – BOOST Program
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12.	The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.
13.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of its Fidelity and Liability Insurance Policy and proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
14.	All invoices for service will be submitted in a timely manner as stipulated by the Subgrantee in the contract agreement.
15.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
16.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
17.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
18.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance of work pursuant to BOOST Program.

Additionally, all Contractors agree to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations including COVID-19 mitigation strategies, (e.g., mask wearing, social distancing, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer service is in operation. Teacher/Lead Caregivers must be at least 18 years of age and the assistant caregiver/aide may be 16 or 17 years of age; however, a director must be at least 21 years of age.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Staff-to-student ratios when students are in or on the water (over 2 feet deep) is one staff person to 6 students for students aged 4 years and older who cannot swim 15 yards unassisted and a 1:15 ratio for students aged 4 years and older who can swim a distance of 15 yards unassisted.
- Staff-to-student ratios when students are in or on the water (less than 2 feet deep) is one staff person to 20 students for students aged 5 years or a 1:25 ratio for students aged 6 years and older.

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- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
 - most of the children in a group are not accustomed to or are afraid of the water
 - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
 - the water facility is particularly crowded or
 - the children have special needs which impact on their ability to participate safely in the water-related activity.
- Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly, and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

GRPA Agency Contractor represents and warrants to GRPA, Inc. a. This MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.

b. GRPA Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.

c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.

d. GRPA contractor agencies shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, GRPA contractor agencies hereby agrees to indemnify, defend, and hold harmless GRPA Inc. from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest, penalties and reasonable attorney's fees and expenses, that GRPA Inc. may incur as a result of any negligent or willful acts or omissions of GRPA Agency or any of its agents or employees.

7. No Lobbying.

GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

8. Compliance. See above Assurances.

9. Additional Obligations of GRPA Contractor.

**Georgia Recreation and Park Association – BOOST Program
2021 MOU & Assurances for Contractors Receiving American
Rescue Plan Act (ESSER) Funds**

In consideration of the contractual funding herein, CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

10. Miscellaneous.

- a. No failure to exercise, and no delay in exercising, on the part of GRPA, Inc., any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
- b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.
- c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- d. GRPA Contractor understands that there is no commitment by the GRPA, Inc. to supply any further support for the Program. GRPA, Inc. considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.
- e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

11. Standard Terms and Conditions. This MOU is subject to the above.

IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK
ASSOCIATION, INC

GRPA BOOST CONTRACTOR:

[Organization Name:]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 2021 MOU (Acceptance of GRPA Grant Award)

Georgia Department of Education Conflict of Interest and Disclosure Policy

Georgia's conflict of interest and disclosure policy is applicable to entities conducting business on behalf of and /or doing business with the Department and entities receiving a grant to implement a program and/or project approved by the State Board of Education. This policy is applicable for entities receiving state and/or Federal funds.

Questions regarding the Department's conflict of interest and disclosure policy should be directed to the program manager responsible for the contract, purchase order and/or grant.

I. Conflicts of Interest

It is the policy of the Georgia Department of Education (GaDOE) to avoid doing business with Applicants, subcontractors of Applicants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce, and to ensure that the award of grant Agreements is based upon fairness and merit.

a. Organizational Conflicts of Interest.

All grant applicants ("Applicants") shall provide a statement in their proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by the GaDOE, including but not limited to Local Education Agencies (LEAs), or with an organization whose interests may be substantially affected by GaDOE activities, and which is related to the work under this grant solicitation. The interest(s) in which conflict may occur shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's grant proposal. Key personnel shall include:

- any person owning more than 20% interest in the Applicant
 - the Applicant's corporate officers
 - board members
 - senior managers
 - any employee who is responsible for making a decision or taking an action on this grant application or any resulting Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- i. The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed Agreement can be accomplished in an impartial and objective manner.
 - ii. In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its grant application a statement certifying that to the best of its knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract.
 - iii. GaDOE will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant

Georgia Department of Education

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Conflict of Interest & Disclosure Policy

information known to GaDOE, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, GaDOE may:

1. Disqualify the Applicant, or
 2. Determine that it is otherwise in the best interest of GaDOE to make an award to the Applicant and include appropriate provisions to mitigate or avoid such conflict in the grant awarded.
- iv. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for an award. If nondisclosure or misrepresentation is discovered after award, the resulting grant Agreement may be terminated. If after award the Applicant discovers a conflict of interest with respect to the grant awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate the Agreement for convenience if GaDOE deems that termination is in the best interest of the GaDOE.

b. Employee Relationships

- i. The Applicant must provide the following information with its application and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former GaDOE employee subject to this clause:
 1. The names of all Subject Individuals who:
 - a. Participated in preparation of proposals for award; or
 - b. Are planned to be used during performance; or
 - c. Are used during performance; and
- ii. The names of all former GaDOE employees, retained by the Applicant who were employed by GaDOE during the two-year period immediately prior to the date of:
 1. The award; or
 2. Their retention by the Applicant; and
 3. The date on which the initial expression of interest in a future financial arrangement was discussed with the Applicant by any former GaDOE employee whose name is required to be provided by the contractor pursuant to subparagraph (ii); and
 4. The location where any Subject Individual or former GaDOE employee whose name is required to be provided by the Applicant pursuant to subparagraphs (i) and (ii), are expected to be assigned.
- iii. "Subject Individual" means a current GaDOE employee or a current GaDOE employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- iv. The Applicant must incorporate this clause into all subcontracts or consultant agreements awarded under this Agreement and must further require that each such

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Conflict of Interest & Disclosure Policy

subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

- v. The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

c. **Remedies for Nondisclosure**

The following are possible remedies available to the GaDOE should an Applicant misrepresent or refuse to disclose or misrepresent any information required by this clause:

1. Termination of the Agreement.
2. Exclusion from subsequent GaDOE grant opportunities.
3. Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the grant agreement.

- d. **Annual Certification.** The Applicant must provide annually, based on the anniversary date of Agreement award, the following certification in writing to GaDOE. The annual certification must be submitted with the grantees annual end of year program report.

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The Applicant represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement and complete disclosure has been made.

[] No former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement, and disclosure is not required.

II. **Disclosure of Conflict of Interest after Agreement Execution**

If after Agreement execution, Applicant discovers a conflict of interest which could not reasonably have been known prior to Agreement execution; an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate this Agreement for convenience if GaDOE deems that termination is in the best interest of GaDOE.

III. **Incorporation of Clauses**

The Applicant must incorporate the clauses in paragraphs A, B, and C of this section into all subcontracts or consultant agreements awarded under this Agreement and must further require

Conflict of Interest & Disclosure Policy

that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

Signature of Fiscal Agency Head (official sub-grant recipient)

Typed Name of Fiscal Agency Head and Position Title

Date

Signature of Applicant's Authorized Agency Head (required)

Typed Name of Applicant's Authorized Agency Head and Position Title

Date

Signature of Co-applicant's Authorized Agency Head (if applicable)

Typed Name of Co-applicant's Authorized Agency Head and Position Title (if applicable)

Date (if applicable)

Attachment: GaDOE-Conflict-Of-Interest-Disclosure-Policy (Acceptance of GRPA Grant Award)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Engineering

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve a contract with Maldino and Wilburn, LLC in the amount of \$16,500 to perform a traffic engineering study for intersection improvements at Langston Chapel at Lanier Drive and Langston Chapel at Old Register Road, to be funded by TSPLOST.

Summary / Background Attach Detailed Summary:

TSPLOST funds are budgeted in the current fiscal year for intersection improvements at Langston Chapel Road at Lanier Drive. This intersection, as well as the intersection at Langston Chapel and Old Register Road, need to be analyzed through a traffic engineering study to determine what type of improvements will be appropriate for the future projected traffic, which will include new developments in Georgia Southern's South Campus, as well as a new soccer stadium and grocery store. The traffic engineering study will recommend alternatives for both intersections using projected traffic generation, safety analysis, and a Cost-Benefit analysis. Once a preferred alternative is identified, a concept drawing will be developed that can be used for design purposes. Detailed construction plans will be developed separately from this contract.

Maldino and Wilburn has completed previous traffic studies for the development of the proposed soccer stadium, grocery store, and Georgia Southern's South Campus. Thus, they already have pertinent traffic data and familiarity with the area, specifically the proposed developments, that can be utilized for this study. The County Engineer advises that Maldino and Wilburn is uniquely qualified for this traffic study due to the previous traffic studies in the project area that they have completed. Vern Wilburn is a licensed Professional Traffic Operations Engineer and is pre-qualified by GDOT to perform Traffic Operations Studies and Traffic Operations Design. The County Engineer recommends approval of this proposal, which will be incorporated into the County's standard Professional Services Contract form, if approved.

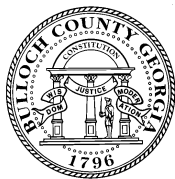
Agenda Category	Financial Impact Statement			
New Business	Budgeted Item?	YES	Amendment or Transfer Required?	NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins	Completed	01/24/2022 10:12 AM
Kristie King	Completed	01/24/2022 1:59 PM
Tom Couch	Completed	01/28/2022 12:23 PM
Cindy Steinmann	Completed	01/28/2022 12:48 PM
Olympia Gaines	Pending	
Board of Commissioners	Pending	02/01/2022 5:30 PM
Faye Bragg	Pending	



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:

Legal

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Discussion and/or action: Motion to approve a resolution authorizing notice of an intent to not renew a certain lease agreement

Summary / Background Attach Detailed Summary:

Beginning on September 1, 1998, the Bulloch County Board of Commissioners entered into a lease agreement with Statesboro Ear, Nose, Throat and Facial Plastic Surgery, P.C. as lessee for the building located at 106 Proctor Street in Statesboro, Georgia and the associated parking lot. The lease provides for an initial one-year term that commenced on September 1, 1998 and terminated at midnight on August 31, 1999. The lease provides that thereafter it automatically renews for successive one-year terms unless either party gives the other party written notice of an intent not to renew at least 6 months prior to the expiration of the then-current term. The attached resolution expresses the Board of Commissioners' intent not to renew the lease for another one-year term after termination of the current term at midnight on August 31, 2022, and authorizes and directs the County Manager or his designee to send the lessee a written notice of an intent not to renew in accordance with the terms of the lease agreement. Please see the attached resolution for review.

Agenda Category	Financial Impact Statement		
New Business	Budgeted Item?	NO	Amendment or Transfer Required? NO
<p>Attach Detailed Analysis, If Needed:</p>			

Agenda Item Review and Approval

Review:

Board of Commissioners

Pending

02/01/2022 5:30 PM

**STATE OF GEORGIA
COUNTY OF BULLOCH**

BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2022-4

A RESOLUTION OF THE BULLOCH COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE NOTICE OF AN INTENT NOT TO RENEW A CERTAIN LEASE AGREEMENT; TO REPEAL PRIOR CONFLICTING RESOLUTIONS OR ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Bulloch County Board of Commissioners previously entered into that certain lease agreement with Statesboro Ear, Nose, Throat and Facial Plastic Surgery, P.C. (hereinafter “Lessee”), whereby the Bulloch County Board of Commissioners leased to the Lessee the following premises, to-wit:

That certain building on the corner of North College and Proctor Streets in the city of Statesboro, Georgia, being the same building formerly occupied by the Department of Family and Children Services at 106 Proctor Street, along with all the fixtures, improvements, tenements, and appurtenances thereunto belonging or in any way appertaining thereto, including the parking lot adjacent to said building; and

WHEREAS, the initial term of said lease agreement was for one (1) year, commencing on September 1, 1998, and terminating at midnight on August 31, 1999; and

WHEREAS, said lease agreement provides that thereafter it automatically renews for successive one-year terms, unless either party gives the other party written notice of an intent not to renew at least six (6) months prior to the expiration of the then-current term; and

WHEREAS, the current term of said lease agreement will terminate at midnight on August 31, 2022; and

WHEREAS, the Bulloch County Board of Commissioners, after due consideration, desires not to renew said lease agreement for another one-year term after termination of the current term at midnight August 31, 2022;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners, and IT IS HEREBY RESOLVED by the authority of same, as follows:

Section 1. The Bulloch County Board of Commissioners hereby expresses its intent not to renew the above-referenced lease agreement for another one-year term after termination of the current term at midnight on August 31, 2022, and the County Manager

or his designee is hereby authorized and directed to send the Lessee a written notice of an intent not to renew in accordance with the terms of said lease agreement.

Section 2. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Bulloch County Board of Commissioners that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Bulloch County Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 1st day of February, 2022.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

(SEAL)

Attachment: Resolution (Resolution Authorizing Notice of Non-renewal)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Human Resources

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Motion to approve execution of a Memorandum of Agreement with The University of Georgia Research Foundation, Inc., authorizing a Management Development Program (MDP) through the Carl Vinson Institute of Government

Summary / Background Attach Detailed Summary:

The University of Georgia's Carl Vinson Institute of Government offers an extensive training curriculum - called the Management Development Program or MDP - tailored for existing and emerging leaders in local government. The program, conducted in 20 day-long sessions spread over several months, teaches critical management skills such as problem-solving, effective communication, self-awareness, ethics, conflict resolution, team dynamics, and other topics that impact a manager's likelihood of success. The program is designed to enhance the skills of existing managers and to equip new or potential managers for supervisory and management roles.

Staff from the County Manager's Office and the HR Department have collaborated with the Carl Vinson Institute on the program's curriculum, cost, and tentative schedule, and now seek Board of Commissioners approval to enter into a Memorandum of Agreement authorizing the program. The total cost of the program is \$55,223.00 for 25 participants. If approved, the Bulloch County Management Development Program will begin in June 2022 and end in December 2022.

The Management Development Program was anticipated (and funded) in the FY2022 budget. Staff is now seeking a motion to approve the execution of the Memorandum of Agreement required to conduct the program.

Agenda Category	Financial Impact Statement		
New Business	Budgeted Item?	YES	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins	Completed	01/27/2022 4:54 PM
Kristie King	Pending	
Tom Couch	Completed	01/28/2022 12:23 PM
Cindy Steinmann	Completed	01/28/2022 12:49 PM
Board of Commissioners	Pending	02/01/2022 5:30 PM

MEMORANDUM OF AGREEMENT

This agreement is made and entered into as of the date of execution, by and between the Bulloch County Georgia, party of the first part, hereinafter called the COOPERATOR, and The University of Georgia Research Foundation, Inc., hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that the FOUNDATION has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from the FOUNDATION, UGA via the Carl Vinson Institute of Government will perform all obligations of the FOUNDATION under this agreement.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with the FOUNDATION and inasmuch as the FOUNDATION is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The FOUNDATION will:

a. Carry on the cooperative service in the Carl Vinson Institute of Government substantially as set forth in the attached outline marked "Exhibit A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the FOUNDATION involving transactions related to this agreement.

c. Expend monies received under Section II, below, for the object of the service in a manner to be determined by said FOUNDATION. The FOUNDATION is authorized to transfer funds between various budget categories without specific and separate approval by the COOPERATOR. This is a **fixed fee** contract.

Section II

COOPERATOR will pay the FOUNDATION a **fixed fee** of \$55,223.00. **No federal dollars are involved in this Memorandum of Agreement.** Upon receipt of the invoice, the COOPERATOR will pay an amount of \$55,223.00 being due on April 2022. Payment is due within thirty days of receipt of the invoice. All invoices should be sent to Thomas Couch, County Manager of Bulloch County, 115 North Main Street, Statesboro, GA 30458; email tcouch@bullochcounty.net; telephone 912-764-6245.

Section III

The term of this agreement shall be from April 1, 2022 through January 31, 2023. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the COOPERATOR will pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this

contract. The FOUNDATION will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the governing boards of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the first party and by the officials authorized to execute the original agreement on behalf of the second party.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other. Publication by either party shall give proper credit to the other party.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

**FOR THE UNIVERSITY OF
GEORGIA RESEARCH
FOUNDATION, INC.:**

FOR BULLOCH COUNTY, GEORGIA:

Thomas Couch, County Manager

Date: _____

Date: _____

DRAFT - NOT FOR SIGNATURE

Attachment: MOA - Carl Vinson Institute (MOA for Management Development Program)

EXHIBIT A SCOPE OF WORK

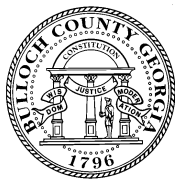
The Institute of Government will provide the Management Development Program for up to 25 Bulloch County employees. The training program will be delivered face-to-face and/or virtually.

Bulloch County Responsibilities:

1. Work with the Institute of Government to establish dates for the Management Development Program;
2. Select participants for Management Development Program;
3. Coordinate and secure classroom space in Bulloch County, GA 30134;
4. Ensure the participants have the appropriate tools and technology to complete the training program virtually, if necessary; and
5. Participate in an annual post-program meeting to discuss program outcomes.

Institute of Government Responsibilities:

1. Provide instruction for all Management Development Program classes;
2. Provide books, assessments, handouts, and evaluations for all Management Development Program classes as necessary and applicable; and
3. Participate in an annual post-program meeting to discuss program outcomes and evaluations.



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Legal

Meeting Date: February 1, 2022

Requested Motion or Item Title:

Resolution to Adopt and Approve Amended Rules & Regulations for Statesboro-Bulloch County Airport

Summary / Background Attach Detailed Summary:

As you will recall, on September 15, 2020, the Board of Commissioners approved and adopted Standard Operating Procedures for the Statesboro-Bulloch County Airport. The attached resolution makes some amendments to this document and renames and reconstitutes it as Rules and Regulations, which is a more common designation for these types of documents at airports. The most significant amendment is the addition of Section 5.09, which provides procedures for the recovery of a skydiver who lands away from the designated landing zone on the Airport. The FAA and GDOT recommended that the Airport's Rules and Regulations include a section providing for such procedures. The Airport Committee recommends approval of the amended Rules and Regulations. Approval of the attached resolution is recommended.

Agenda Category		Financial Impact Statement		
New Business	Budgeted Item?	NO	Amendment or Transfer Required?	NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners Pending 02/01/2022 5:30 PM

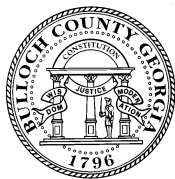
Kathy Boykin Pending

Olympia Gaines Pending

Jeff Akins Completed 01/28/2022 8:54 AM

Tom Couch Completed 01/28/2022 12:23 PM

Cindy Steinmann Completed 01/28/2022 12:48 PM



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Legal

Meeting Date: February 1, 2022

Requested Motion or Item Title:
Resolution to Adopt and Approve Minimum Standards for the Statesboro-Bulloch County Airport

Summary / Background Attach Detailed Summary:

Many airports have adopted minimum standards for commercial providers of aeronautical services. The adoption of minimum standards is recommended by the FAA and is designed to assure that commercial businesses at an airport provide appropriate and adequate aeronautical services to users of the airport. After considerable review and deliberation, the Airport Committee has recommended the approval of Minimum Standards for the Statesboro-Bulloch County Airport. Approval of the attached resolution is recommended.

Agenda Category	Financial Impact Statement		
New Business	Budgeted Item?	NO	Amendment or Transfer Required? NO

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Board of Commissioners Pending 02/01/2022 5:30 PM

Tom Couch Pending

Kathy Boykin Pending

Olympia Gaines Pending

Jeff Akins Completed 01/28/2022 8:53 AM

Cindy Steinmann Completed 01/28/2022 12:48 PM