Bulloch County Board of Commissioners Regular Meeting

01.19.2016
Estimated Time: 30 Minutes
North Main Annex Community Room
Statesboro, Georgia
8:30 AM

Meeting Function:	**Board of Commissioners**	Type of Meeting:	**Regular Meeting**
Meeting Chair:	**Chairman, Garret Nevil (Presiding)**	Recorder:	**Clerk of the Board, Olympia Gaines**
Parliamentarian:	**County Attorney, Jeff Akins**	Ex-Officio:	**Tom Couch, County Manager; Andy Welch, Assistant County Manager; Kristie King, Chief Accountant; Cindy Steinmann Management Analyst;Chief Deputy Jared Akins**

General Business Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Commissioner Simmons	8:32 AM	
Roll Call	Clerk of the Board	8:34 AM	
Approval of General Agenda	Chairman Nevil	8:36 AM	
Public Comments	Audience	8:38 AM	
Presentation			
Coastal Solar	Derek Duke	8:40 AM	
Consent Agenda	Chairman	8:50 AM	
To approve the minutes of the Regular Meeting held on January 5, 2016	Clerk of the Board		Tab A
To approve airport lease agreement with MidCoast Aviation, LLC and Bobby Smith	Airport/Legal		Tab B
To approve airport lease agreement with Catherine L. Kloess and TJP@Jax, Inc. d/b/a The Jumping Place	Airport/Legal		Tab C
To approve airport lease agreement with Dr. Russell Herrington	Airport/Legal		Tab D
New Business		8:52 AM	
Presentation and Discussion regarding the Statesboro Tax Allocation District	County Manager		Tab E
Commission and Staff Comments	Chairman Nevil, et al.	8:54 AM	
Adjourn	Chairman Nevil	9:00 AM	

Additional Information: None

Background information in Board packets.

January 5, 2016
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 pm in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. Chairman Nevil gave the invocation and Pledge of Allegiance.

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, Commissioner Thompson, Commissioner Gibson, and Commissioner Ethridge. The following staff were present: County Manager Tom Couch, County Attorney Jeff Akins, Assistant County Manager Andy Welch, Chief Accountant Kristie King, Zoning Administrator Randy Newman, Solid Waste Director Fred White, Management Analyst Cindy Steinmann, Transportation Director Dink Butler, Public Safety Director Ted Wynn, Fire Chief Christopher Ivey, and Chief Deputy Jared Akins.

Chairman Nevil stated the first item of business was the approval of the Zoning Agenda. Commissioner Mosley offered a motion to approve the Zoning Agenda as presented. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Mr. Newman stated Mrs. Hendrix submitted an application for a conditional use to allow a plumbing business to be located on the property under the definition of a cottage industry. The property consists of 5 acres and is located at 3599 Highway 119, parcel number 196 000079 000. Mr. Newman stated that he received a call from a neighbor of the applicant concerning possible zoning violations. Mr. Newman stated that he visited the property and confirmed that the applicant is in violation of multiple provision of the zoning ordinance. He asked that this item be deferred until the February 2, 2016 meeting. Commissioner Thompson offered a motion to defer the conditional use application until the February 2, 2016 meeting. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for changes or modifications to the General Agenda. Mr. Couch asked to modify the agenda by adding the appointment of Dean Allen Amason to the Coastal Regional Commission as item #1 under New Business. Commissioner Ethridge offered a motion to approve the General Agenda with the modification requested by Mr. Couch. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil asked for public comments from the audience at large or in writing. Mr. Doug Chassereau, Chief Ranger with the Georgia Forestry Department, provided a July1, 2014-June 30, 2015 annual update for the Georgia Forestry Commission. Mrs. Carrie Mitchell, president of the Humane Society of Statesboro and Bulloch County, Inc., asked the Board for an update on the discussions surrounding the Animal Shelter and Dr. Marz's recommendations. Commissioner Thompson stated at the meeting held on December 15, 2015 a request was made for workshops to discuss the issues surrounding the Animal Shelter as well as the Volunteer Fire Department, Roads, and TAD #1. Mr. Couch stated that a schedule is being arranged and he is currently looking at the meetings scheduled for January 19, 2016 or February16, 2016 as possible times to discuss these topics. Chairman Nevil thanked Mr. Chassereau for the annual update and the audience for their input and attendance.

Chairman Nevil stated that the next item on the agenda was to approve the Consent Agenda as follows: (1) to approve the minutes of the Regular Meeting and Executive Session held on December 15, 2015; (2) to approve a resolution for an annual salary supplement in the amount of $857.41 for Appointed Magistrate Judge Karen C. Jones (See Exhibit #2016-001); and (3) to authorize the appointment of Commissioner Rushing as Vice-Chairman for Calendar Year 2016. Without further discussion, Commissioner Gibson offered a motion to approve the Consent Agenda as presented. Commissioner Ethridge seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil stated the first item under New Business was for Discussion and /or Action to approve the appointment of Dean Allen Amason to the Coastal Regional Commission as the Bulloch County private sector representative to replace the position held by Mr. Russell

Keen. Commissioner Simmons offered a motion to approve the appointment of Dean Allen Amason to the Coastal Regional Commission. Commissioner Gibson seconded the motion and it carried unanimously with Commissioner Gibson, Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons and Commissioner Ethridge all voting in favor of the motion.

Chairman Nevil called for general comments or statements from the commissioners and staff. The commissioners thanked everyone for their hard work, attendance at the meeting and wished everyone a Happy New Year. They also welcomed Commissioner Rushing in his new role of Vice-Chairman. Commissioner Simmons provided a tribute and offered condolences to the family and friends of Staff Sgt. Chester McBride, III. The commissioners also extended thanks and appreciation to the Sheriff's Department, Statesboro Police Department, Fire Department, community veterans groups and the citizens of Bulloch County. Commissioner Thompson thanked the Humane Society for their attendance and input. Commissioner Gibson thanked Commissioner Thompson for his service as Vice-Chairman during the previous year. Mr. Couch thanked the Commissioners for their continued leadership, the Finance Department for a successful audit and all employees for the work they do. He reminded the Board of the upcoming District Day at the Capitol scheduled for February 17th. Chairman Nevil thanked the Commissioners, the staff and all departments for the work they do.

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

_____

J. Garrett Nevil, Chairman

Attest: _____

Olympia Gaines, Clerk

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) January 19,2016		
Airport/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Airport Lease Agreement with Dr. Russell Herrington

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

The attached lease agreement is a renewal of a current lease at the Airport. Approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 1/14/16		DATE 1/12/16		DATE 1/14/16	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 1/19/2016		
Airport	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:
Approve renewal of hangar leases for MidCoast Aviation, Russell Herrington, & The Jumping Place.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
Recently when a tenant opened his hangar door it ran into an aircraft that was parked too close to the door in the adjoining hangar. In addition to writing a letter to all tenants we have modified the leases to say:

"While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from Liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage."

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL KMB		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 11/26/15		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2016, by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") and DR. RUSSELL HERRINGTON (hereinafter "Lessee").

WITNESSETH:

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

1. LEASED PROPERTY

Lessor hereby leases to Lessee upon the terms and conditions contained herein, and Lessee hereby agrees to lease on the terms and conditions contained herein, one half of the corporate hangar at the Statesboro-Bulloch County Airport identified on the attached exhibit A as "CH # 1 (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property.

2. LEASE TERM

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2016 and ending on December 31, 2016. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party thirty (30) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties.

3. RENTAL

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

4. SUBORDINATION

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

5. UTILITIES

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

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

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

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

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

7. MAINTENANCE AND REPAIRS

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

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

7.3 Lessor retains the right to enter upon the Leased Property, by appointment only, during regular business hours to make necessary repairs to maintain the structural integrity of the Leased Property and to inspect the Leased Property for waste. Upon termination of this lease, Lessor shall inspect the Leased Property to ensure that it is returned in a good state of repair, normal wear and tear excepted.

8. TAXES

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

9. ENVIRONMENTAL DUE DILIGENCE

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

10. INDEMNITY AND HOLD HARMLESS

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

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

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

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

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

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

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

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

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

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

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

12. LIMITED PURPOSE

Lessee shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessee shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessee may perform routine maintenance on its planes directly related to its operations, but shall not use the Leased Property for commercial maintenance.

13. FUEL

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

14. ASSIGNMENT AND SUBLETTING

Lessee may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessee. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessee of its liability to Lessor for all obligations under this lease.

15. RIGHTS CUMULATIVE

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

16. CONSTRUCTION OF THIS AGREEMENT

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

17. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessee:

Dr. Russell Herrington
PO Box 566
Statesboro, Georgia 30459

For the Lessor:

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

18. QUIET ENJOYMENT

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

19. SUCCESSORS AND ASSIGNS

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

20. TIME OF THE ESSENCE

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

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

Dr Russell Herrington

By:_____

Attest:_____

BULLOCH COUNTY BOARD OF COMMISSIONERS

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Olympia Gaines, Clerk

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) January 19, 2016		
Airport/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Airport Lease Agreement with Midcoast Aviation Services, LLC and Bobby Smith

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

The attached lease agreement is a renewal of a current lease at the Airport. Approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 1.14.16		DATE 1/12/16		DATE 1/14/16	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 1/19/2016		
Airport	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:
Approve renewal of hangar leases for MidCoast Aviation, Russell Herrington, & The Jumping Place.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
Recently when a tenant opened his hangar door it ran into an aircraft that was parked too close to the door in the adjoining hangar. In addition to writing a letter to all tenants we have modified the leases to say:

"While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from Liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage."

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL KMB		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 11/26/15		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2016 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Lessor") as party or parties of the first part, and MIDCOAST AVIATION SERVICES, LLC and BOBBY SMITH, individually, (hereinafter "Lessees"), as party or parties of the second part.

WITNESSETH:

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

1. LEASED PROPERTY

Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Building 12, one office in the Main Terminal Building, and two tie-down spots on the ramp at the Statesboro-Bulloch County Airport (hereinafter the "Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property. Lessees agree to rent Building 12 and the one office in the Main Terminal Building in an "as is" condition.

2. LEASE TERM

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2016 and ending on December 31, 2016. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that if either party materially breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party written notice of its intent to terminate and allowing the breaching party ten (10) days after receipt of such notice to cure the breach. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties. The failure to pay rent within ten (10) days after the date on which it is due shall be deemed a material breach of this lease.

3. RENTAL

Lessees shall pay to Lessor rental of Five Hundred and No/100 Dollars ($500.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or Seventy-five and No/100 Dollars ($75.00), for exceeding the ten

(10) day grace period.

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

4. SUBORDINATION

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

5. UTILITIES

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

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

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

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

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

7. MAINTENANCE AND REPAIRS

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

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

8. TAXES

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

9. ENVIRONMENTAL DUE DILIGENCE

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

10. INDEMNITY AND HOLD HARMLESS

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

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

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

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

10.2 To the extent that any of the following arises from or is contributed to by any action or failure to act of Lessees, Lessees shall hold Lessor harmless from, and indemnify Lessor against, any and all claims, demands, obligations, penalties, suits, administrative actions, liabilities,

settlements, damages, losses, costs or expenses (including, without limitation, reasonable attorney's and consultant's fees and expenses, investigation and laboratory fees and expenses, cleanup costs, court costs, and other litigation expenses) of every kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

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

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

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

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

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

11.2 Lessees shall maintain commercial general liability insurance in an amount of not less than One Million Dollars and No/100 ($1,000,000.00) per occurrence. Such insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. Lessor shall be named as an additional insured on the comprehensive general liability insurance policy.

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

12. LIMITED PURPOSE

Lessees shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor.

13. ASSIGNMENT AND SUBLETTING

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

14. RIGHTS CUMULATIVE

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

15. CONSTRUCTION OF THIS AGREEMENT

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

16. SERVICE OF NOTICE

All notices required by law or by this lease to be given to the parties shall be given by depositing same in registered or certified U.S. Mail, postage prepaid, and addressed as follows:
For the Lessees:

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

For the Lessor:

Bulloch County Board of Commissioners

Attn: County Manager
P.O. Box 347
Statesboro, Georgia 30459

17. QUIET ENJOYMENT

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

18. SUCCESSORS AND ASSIGNS

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

19. TIME OF THE ESSENCE

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

20. JOINT AND SEVERAL LIABILITY

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

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

LESSOR:

BULLOCH COUNTY BOARD
OF COMMISSIONERS

By:_____
J. Garrett Nevil, ,Chairman

Attest:_____
Olympia Gaines, Clerk

LESSEES:

MIDCOAST AVIATION SERVICES, LLC

By:_____

Attest:_____

BOBBY SMITH

By:_____
Bobby Smith

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST (Box 1)	MEETING DATE (Box 2) January 19, 2016		
Airport/Legal	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Airport Lease Agreement with Catherine L. Kloess and TJP@Jax, Inc. d/b/a The Jumping Place

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

The attached lease agreement is a renewal of a current lease at the Airport. Approval is recommended.

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

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 1.14.16		DATE 1/12/16		DATE 1/14/16	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 1/19/2016		
Airport	RESOLUTION ATTACHED?	YES	
		NO	x

REQUESTED MOTION OR ITEM TITLE:
Approve renewal of hangar leases for MidCoast Aviation, Russell Herrington, & The Jumping Place.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
Recently when a tenant opened his hangar door it ran into an aircraft that was parked too close to the door in the adjoining hangar. In addition to writing a letter to all tenants we have modified the leases to say:

"While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessee shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from Liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage."

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

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	x	YES		YES		YES	✓	YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL KMB		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE 11/26/15		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

STATE OF GEORGIA
COUNTY OF BULLOCH

LEASE AGREEMENT

This lease agreement is entered into this 1st day of January, 2016 by and between the BULLOCH COUNTY BOARD OF COMMISSIONERS, as party or parties of the first part (hereinafter referred to as "Lessor") and CATHERINE L. KLOESS and TJP@JAX, INC. D/B/A THE JUMPING PLACE, as party or parties of the second part (hereinafter "Lessees").

WITNESSETH:

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

1. LEASED PROPERTY

Lessor hereby leases to Lessees upon the terms and conditions contained herein, and Lessees hereby agree to lease on the terms and conditions contained herein, Maintenance Hangar Building 15 at 127 Airport Drive at the Statesboro-Bulloch County Airport (hereinafter "the Leased Property"), together with all the improvements, tenements, hereditaments, appurtenances, easements, and rights belonging or in any way appertaining thereto, including the right of ingress and egress to and from the Leased Property.

2. LEASE TERM AND TERMINATION

The initial term of this lease shall be for a period of one (1) year, commencing on January 1, 2016 and ending on December 31, 2016. Thereafter, this lease shall automatically renew for additional one-year terms unless either party provides to the other written notice of an intent not to renew no later than thirty (30) days prior to the expiration of the then-current term. Provided, however, that if either party breaches any of the provisions of this lease, the other party may terminate this lease after giving the breaching party fifteen (15) days' written notice of its intent to terminate, which written notice shall specify the reasons for termination. If the breaching party promptly cures the breach, the terminating party may (but is not required to) rescind the termination in writing. Provided further that this lease may be terminated without such notice, at any time and for any reason, upon mutual consent of the parties.

3. RENTAL

Lessees shall pay to Lessor rental of Eight Hundred and No/100 Dollars ($800.00) per month. Rental payments shall be due on the first business day of each month in advance. Lessees may be granted a Ten (10) day grace period to make said monthly rental payments. Lessees will be assessed a late fee of fifteen (15) percent, or One Hundred Twenty Dollars and No/100 ($120.00), for exceeding the ten (10) day grace period. The initial rental payment of Eight Hundred and No/100 Dollars ($800.00) due on January 1, 2014 shall be paid prior to Lessees' occupation of the Leased Property. At Lessor's sole discretion, Lessees may be given a credit against rental for the cost of certain improvements made by Lessees to the Leased Property. The total amount of such credits, and the specific amount to be credited against each month's rental, shall be determined by the mutual agreement of the parties and shall be memorialized in a written addendum to this lease. Such improvements shall be deemed as prepaid rent. The rental

payments described herein shall be inclusive of commercial operating permits and landing fees for the Lessees. Lessees agree to provide Lessor with a credit card to be kept on file. Lessor will run this card daily in order to pay for any fuel purchased each day. Fuel may not be charged to the account.

4. SUBORDINATION

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

5. UTILITIES

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

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

6. IMPROVEMENTS AND REMOVAL OF FIXTURES

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

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

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

7. MAINTENANCE AND REPAIRS

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

7.2 Lessees shall maintain the area around the exterior of the building in a clean condition and shall not use this exterior area for the storage of any materials or equipment, including but not necessarily

limited to old vehicles, machine parts, or tools.

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

8. TAXES

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

9. ENVIRONMENTAL DUE DILIGENCE

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

10. INDEMNITY AND HOLD HARMLESS

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

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

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

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

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

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

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

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

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

11. INSURANCE

11.1 While the Lessor intends to maintain fire and casualty insurance on the Leased Property, such insurance shall not cover the contents of the Leased Property. The Lessees shall be responsible for maintaining any desired insurance on the contents of the Leased Property, including but not limited to any aircraft. Lessee hereby releases Lessor from liability for damage to any aircraft or any other contents of the Leased Property, regardless of the cause of such damage.

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

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

12. LIMITED PURPOSE AND MINIMUM REQUIREMENTS

12.1 Lessees shall use the Leased Property solely for aviation purposes and shall abide by the Standards of Operator Conduct as they now exist or may be modified in the future by Lessor. Lessees shall not use the Leased Property for any purposes unrelated to aviation without obtaining the prior written permission of Lessor. Lessees shall use the Leased Property as a Full Service Skydiving Center, including but not limited to Skydiving Training, Skydiving Equipment Sales, Maintenance, Video Editing and sales, Merchandise, and other products and services offered to the Lessees' customers and agents. The Lessees shall also maintain a full service Aviation Maintenance Shop on the Leased Property that is open to the public (including sales of aircraft parts, pilot services, and aviation related supplies and accessories). The Lessees shall provide to the Lessor the name and contact number of the Maintenance Manager who will respond to the maintenance needs of the Lessor's customers.

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

Committee:

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

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

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

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

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

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

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

13. ASSIGNMENT AND SUBLETTING

Lessees may not, without the prior written consent of Lessor, assign or sublet this lease or any portion thereof, or permit the use of the Leased Property by any party other than Lessees, and any purported assignment without Lessor's consent shall be null and void. Lessor's consent to one or more assignments or subleases shall not constitute a waiver of this provision by Lessor. Any assignees or subtenants permitted by Lessor shall become directly liable to Lessor for all obligations under this lease, but this shall not relieve Lessees of their liability to Lessor for all obligations under this lease.

14. RIGHTS CUMULATIVE

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

15. CONSTRUCTION OF THIS AGREEMENT

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

16. SERVICE OF NOTICE

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

registered or certified U.S. Mail, postage prepaid, and addressed as follows:

For the Lessees:

Catherine L Kloess and TJP@JAX, Inc. d/b/a The Jumping Place
Attn: Catherine L Kloess
5731 18th Street
Zephyrhills, Florida 33542

For the Lessor:

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

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

17. QUIET ENJOYMENT

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

18. SUCCESSORS AND ASSIGNS

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

19. TIME OF THE ESSENCE

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

20. JOINT AND SEVERAL LIABILITY

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

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

[SIGNATURES ON NEXT PAGE]

LESSOR:

BULLOCH COUNTY BOARD OF COMMISSIONERS

By:_____
J. Garrett Nevil, Chairman

Attest:_____
Olympia Gaines, Clerk

LESSEES:

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

By:_____

Attest:_____

CATHERINE L. KLOESS

By:_____
Catherine L. Kloess

BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 05.05.2015		
County Manager	RESOLUTION ATTACHED?	YES	
		NO	

REQUESTED MOTION OR ITEM TITLE:

Presentation and discussion regarding the Statesboro Tax Allocation District.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:
It is anticipated that the City of Statesboro will in the near future ask the County to consider its consent for and formation of an intergovernmental agreement to pledge its positive tax allocation increments for their TAD #1. The County Manager will make a brief presentation and recommendations to set the stage for any future negotiation, if and when authorized. Questions and comments from the Board or staff will be welcome at conclusion of the presentation.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	N	AMENDMENT OR TRANSFER REQURED?	YES	N
			NO	N		NO	N
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED:					
PUBLIC HEARING		To be discussed.					
CONSENT							
NEW BUSINESS	X						
UNFINISHED BUSINESS							
OTHER							

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES	✓	YES	✓	YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE 1.14.16		DATE 1/14/16		DATE 1.14.16	

COMMISSION ACTION AND REFERRAL

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

Revised: 01.01.07, MAC